



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Wednesday
Date: May 11, 2016
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The 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 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 May 9, 2016).

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 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.

DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. PUBLIC COMMENT:

Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of 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.

3. APPROVAL OF MINUTES: For Possible Action

3.A April 13, 2016 Draft Minutes

4. PUBLIC MEETING ITEM(S):

4.A (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-130 “Lompa Lane & Curry Street Improvements” for \$134,007, plus a 10% contingency amount of up to \$13,400.70 for a total not to exceed amount of \$147,407.70 to be funded from the Street Maintenance fund as provided in the FY 2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for Lompa Lane & Curry Street Improvements. The project consists of completing approximately 16,000 square yards of chip seal and rapid setting slurry seal on Lompa Lane between College Parkway and Carmine as well as approximately 17,000 square yards of rapid setting slurry seal on Curry Street between Rhodes and Tenth Street.

4.B (For Possible Action) To determine that Vega Asphalt Paving is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-124 “Citywide Asphalt Patch Repair Project” for \$227,000, plus a 10% contingency amount of up to \$22,700 for a total not to exceed amount of \$249,700 to be funded from the “CTX Street Repair” and “Street Repair and Maintenance” accounts in the Street Maintenance fund as provided in FY 2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for Citywide Asphalt Patch Repair Project. The project consists of repairing several small sections of asphalt pavement failures throughout the City. Contractors provided a square foot price to complete the repair work. The City will coordinate with the Contractor to repair failures throughout the City up to the amount of the Contract.

4.C (Information only) An informational overview on the budgets of the Transit, Carson Area Metropolitan Planning Organization (CAMPO), Carson City Regional Transportation Commission (RTC), and Street Maintenance.

Staff Summary: The information is being provided to inform the RTC regarding the budget for the next year. The Carson City Board of Supervisors is expected to take final action on the budget at their May 19, 2016, meeting. Staff will review the budgets with the RTC and highlight significant projects to be undertaken.

4.D (For Possible Action) To direct staff to form an advisory group to facilitate the informing and educating of the public regarding resources available for transportation projects in Carson City particularly as it relates to the maintenance of the City's street system. Staff will seek input from this group regarding prioritization of the use of available funds. The group will be advisory to staff and staff will report to the RTC regularly on the meetings of this group. After six months from this action, staff will provide a report to RTC regarding this group and a recommendation as to whether the group should continue to meet.

Staff Summary: Staff is seeking to undertake a new effort to inform and educate the public regarding the resources available for transportation projects in Carson City. Staff also seeks another opportunity to receive comments and input regarding prioritizing the use of available funds. The formation of this group would be conducted by staff and staff would report to the RTC regarding the activities of this group.

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

Future Agenda Items: (**Information only**) Discussion and overview of matters which may be included on future agendas.

- 5.A Street Operations Activity Report
- 5.B Project Status Report

6. BOARD COMMENTS:

Status reports and comments from the members of the RTC Board (Information only).

7. PUBLIC COMMENT:

Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of 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.

8. ADJOURNMENT: For Possible Action

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, June 8, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, May 5, 2016, before 5:00 p.m.:

- 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
- Carson City Planning Division, 108 E. Proctor Street
- Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden
- Lyon County Manager's Office, 27 South Main Street, Yerington
- Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
- City Website: www.carson.org/agendas
- State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, April 13, 2016 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
Commissioner Jack Zenteno

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

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

- 1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:07:52)** - Chairperson Bonkowski called the meeting to order at 5:07 p.m. Ms. King called the roll; a quorum was present.
- 2. PUBLIC COMMENT (5:08:45)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
- 3. APPROVAL OF MINUTES - January 13, 2016 (5:09:33)** - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Crowell moved to approve the minutes. Commissioner Kimbrough seconded the motion. Motion carried 5-0.**

Chairperson Bonkowski advised that he would modify the agenda to address items 4(C) and 4(D) prior to item 4(A).

4. PUBLIC MEETING ITEMS:

4(A) POSSIBLE ACTION TO DETERMINE THAT V&C CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-095, "EMPIRE ELEMENTARY SCHOOL AREA ADA / PEDESTRIAN IMPROVEMENT PROJECT," FOR A BID AMOUNT OF \$180,717.50, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF \$18,072, FOR A TOTAL NOT-TO-EXCEED PRICE OF \$198,789.50, TO BE FUNDED FROM THE SIDEWALK IMPROVEMENT CDBG / FTA ACCOUNT (5:20:16) - Chairperson Bonkowski introduced this item. Mr. Pittenger provided background information, and reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and, when none were forthcoming, public comment. When no public

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comment was forthcoming, Chairperson Bonkowski entertained a motion. **Vice Chairperson Smolenski moved to determine that V&C Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-095, “Empire Elementary School Area ADA / Pedestrian Improvement Project,” for a bid amount of \$180,717.50, plus a ten percent contingency amount of \$18,072, for a total not-to-exceed price of \$198,789.50, to be funded from the Sidewalk Improvement CDBG / FTA account. 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, Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert Crowell
ABSTAIN:	None

4(B) POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN AGREEMENT NO. NM123-16-201 FOR THE INSTALLATION AND MAINTENANCE OF LIGHTING NEAR THE INTERSECTION OF U.S. HIGHWAY 50 AND EMPIRE RANCH ROAD (5:23:09) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski described the design of the intersection which has given rise to complaints. In response to a question, Mr. Pittenger clarified that lighting and not a traffic signal will be installed.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved to authorize the Transportation Manager to sign Agreement No. NM123-16-201, for the installation and maintenance of lighting near the intersection of U.S. Highway 50 and Empire Ranch Road. 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 Chair Jim Smolenski
AYES:	Commissioner Kimbrough, Vice Chair Smolenski, Commissioner Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert Crowell
ABSTAIN:	None

4(C) POSSIBLE ACTION TO APPROVE A FEDERAL LANDS ACCESS PROGRAM (“FLAP”) PROJECT MEMORANDUM OF AGREEMENT THAT DOCUMENTS THE RESPONSIBILITIES FOR THE DEVELOPMENT, CONSTRUCTION, AND FUTURE MAINTENANCE OF SIERRA VISTA LANE (5:10:12) - Chairperson Bonkowski introduced this item. Mr. Goering provided background information on the subject and following items, and reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and, when none were forthcoming, entertained public comment.

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(5:12:52) Donna Grey inquired as to the status of the Bureau of Indian Affairs allotment. Mr. Goering advised of having met with BIA representatives, and of having sent a consent letter to allotment owners. He explained the requirement for a ten percent response. “And once we get that ten percent, we can ... move forward, work with BIA, and get that right-of-way confirmed and secured.” Mr. Goering and Mr. Pittenger responded to additional questions of clarification.

Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, a motion. **Vice Chairperson Smolenski moved to approve the proposed Federal Lands Access Program Project Memorandum of Agreement, for the reconstruction of a 2.5-mile portion of Sierra Vista Lane. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Vice Chair Jim Smolenski
SECOND:	Commissioner Bob Crowell
AYES:	Vice Chair Smolenski, Commissioners Crowell, Kimbrough, Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	None
ABSTAIN:	None

4(D) POSSIBLE ACTION TO APPROVE A FEDERAL LANDS ACCESS PROGRAM (“FLAP”) PROJECT REIMBURSEMENT AGREEMENT TO REIMBURSE CENTRAL FEDERAL LANDS HIGHWAY DIVISION FOR FIVE PERCENT OF THE COST TO RECONSTRUCT A 2.5-MILE PORTION OF SIERRA VISTA LANE, INCLUDING IMPROVEMENTS TO THREE PARKING AREAS AND WAY FINDING SIGNS; THE FLAP GRANT WILL PROVIDE 95 PERCENT OF THE FUNDS TO RECONSTRUCT SIERRA VISTA LANE (5:17:44) - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and, when none were forthcoming, entertained public comment. When no public comment was forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Kimbrough moved to approve a Federal Lands Access Program (“FLAP”) Project Reimbursement Agreement, to reimburse Central Federal Lands Highway Division for five percent of the cost to reconstruct a 2.5-mile portion of Sierra Vista Lane, including improvements to three parking areas and way finding signs; the FLAP grant will provide 95 percent of the funds to reconstruct Sierra Vista Lane. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Commissioner Robert Crowell
AYES:	Commissioners Kimbrough, Crowell, Zenteno, Vice Chair Smolenski, Chair Bonkowski
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Commissioner Crowell left the meeting at 5:20 p.m.; a quorum was still present.

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4(E) POSSIBLE ACTION TO DETERMINE THAT CREATIVE BUS SALES (ARBOC) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (CONTRACT FILE 1516-099), PURSUANT TO NRS CHAPTER 332, AND TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PURCHASE TWO FIXED ROUTE BUSES FOR A BID AMOUNT OF \$313,235.00 EACH, WITH THE OPTION TO PURCHASE ADDITIONAL BUSES IN FUTURE YEARS, TO BE FUNDED FROM THE TRANSIT FUND, MACHINERY AND EQUIPMENT / VEHICLE PURCHASE ACCOUNT, AS PROVIDED IN FY 2016 / 17 BUDGET (5:26:54) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Dollarhide referenced a photograph depicting the bus style to be purchased, which was distributed prior to the start of the meeting. He responded to questions of clarification, and discussion took place regarding the time line for purchase of the buses.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved to determine that Creative Bus Sales (“ARBOC”) is the lowest responsive and responsible bidder (Contract File No. 1516-099), pursuant to NRS Chapter 332, and to authorize the Public Works Department to purchase fixed-route buses for a bid amount of \$313,235.00 each, with the option to purchase additional buses in future years, to be funded from the Transit Fund, Machinery & Equipment / Vehicle Purchase Account, as provided in FY 2016 / 17 budget. 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 Chair Jim Smolenski
AYES:	Commissioner Kimbrough, Vice Chair Smolenski, Commissioner Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert Crowell
ABSTAIN:	None

4(F) INFORMATION ONLY REGARDING FREE RIDES ON JUMP AROUND CARSON (“JAC”) DURING ELECTION DAY, NOVEMBER 8, 2016 (5:33:30) - Chairperson Bonkowski introduced this item. Mr. Dollarhide reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment; however, none was forthcoming.

4(G) INFORMATION ON PROPOSED BALLOT LANGUAGE REGARDING THE NOVEMBER 2016 CARSON CITY FUEL REVENUE INDEXING BALLOT QUESTION (5:35:10) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Yu responded to questions of clarification regarding the committees to write arguments in favor of and in opposition to the ballot question, and discussion ensued. Chairperson Bonkowski requested the District Attorney's staff to consider condensing the language in order that each voter will be inclined to read and, therefore, understand the question. Commissioner Kimbrough agreed. Chairperson Bonkowski entertained public comment; however, none was forthcoming.

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:

5(A) FUTURE AGENDA ITEMS

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5(B) STREET OPERATIONS MONTHLY ACTIVITY REPORT - DECEMBER 2015; 5(C) STREET OPERATIONS MONTHLY ACTIVITY REPORT - JANUARY 2016; 5(D) STREET OPERATIONS MONTHLY ACTIVITY REPORT - FEBRUARY 2016 (5:50:38) - Mr. Pittenger provided an overview of the reports included in the agenda materials.

5(E) PROJECT STATUS REPORT (5:51:33) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. At Chairperson Bonkowski's request, Mr. Pittenger explained the differences between crack filling and wide-crack repair. In response to a question, Mr. Pittenger reviewed allocation of the sales tax surplus which was transferred from the general fund to the RTC. In response to a further question, he discussed the cape seal project scheduled for Lompa Lane. At Commissioner Kimbrough's request, Mr. Pittenger provided a status report on the downtown project. Chairperson Bonkowski advised of having met with various downtown business owners to discuss construction impacts. "I keep hearing the same thing over and over and that is that the businesses are being supported by their customers; that customers are making a concerted effort to continue to go down and patronize their favorite businesses." Chairperson Bonkowski commended the citizens, and encouraged continued patronage of the downtown businesses through the end of the project. He entertained additional commissioner questions or comments; however, none were forthcoming.

6. COMMISSIONER COMMENTS (6:02:20) - Chairperson Kimbrough introduced this item. Commissioner Kimbrough commended Mr. Schulz and Public Works Department staff on their ability to maximize the benefits of funding through grants and "taking care of people who have concerns."

7. PUBLIC COMMENT (6:04:51) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

8. ACTION ON ADJOURNMENT (6:04:57) - Commissioner Kimbrough moved to adjourn the meeting at 6:04 p.m. The meeting adjourned by mutual consent.

The Minutes of the April 13, 2016 Carson City Regional Transportation Commission meeting are so approved this ____ day of May, 2016.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: May 11, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-130 "Lompa Lane & Curry Street Improvements" for \$134,007, plus a 10% contingency amount of up to \$13,400.70 for a total not to exceed amount of \$147,407.70 to be funded from the Street Maintenance Fund as provided in the FY 2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for Lompa Lane & Curry Street Improvements. The project consists of completing approximately 16,000 square yards of chip seal and rapid setting slurry seal on Lompa Lane between College Parkway and Carmine as well as approximately 17,000 square yards of rapid setting slurry seal on Curry Street between Rhodes and Tenth Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Sierra Nevada Construction Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract 1516-130 "Lompa Lane & Curry Street Improvements" for \$134,007, plus a 10% contingency amount of up to \$13,400.70 for a total not to exceed amount of \$147,407.70 to be funded from the Street Maintenance Fund as provided in the FY 2016 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on March 23, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on March 23, 2016. The bids were opened at approximately 11:10 a.m. on April 18, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter, Sierra Nevada Construction; Darren Anderson from Public Works, Alana Mills, Carson City Finance and Laura Tadman, Purchasing and Contracts.

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

Name of Bidder

Sierra Nevada Construction
Intermountain Slurry Seal

Total Bid

\$134,007.00
\$208,195.15

Staff recommends award to Sierra Nevada Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Street Maintenance Fund, street repair account 256-3038-431.04-80
(balance: \$985,868.53)

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by up to
\$147,407.70

Alternatives - N/A

Supporting Material

- Bid Tabulation Report
- Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

<http://www.carson.org/currentbids>

Notice to Contractors Bid# 1516-130 Lompa Lane and Curry Street Improvements

Date and Time of Opening: April 18, 2016 @ 11:10 a.m.

Description				Bidder # 1		Bidder # 2	
				Sierra Nevada Construction		Intermountain Slurry Seal	
BONDING Provided, \$, %, or no				5%		5%	
BIDDER acknowledges receipt addendums				2		2	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A							
1	Mobilization, Demobilization and Clean-up	1	LS	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00
2	BMP's and Erosion Control	1	LS	\$500.00	\$500.00	\$2,000.00	\$2,000.00
3	Traffic Control Including Pedestrian Detours	1	LS	\$8,830.55	\$8,830.55	\$28,000.00	\$28,000.00
4	Type II Rapid Setting Slurry Seal	30700	SY	\$2.35	\$72,145.00	\$2.75	\$84,425.00
5	3/8" Chip Seal	15,350	SY	\$2.60	\$39,910.00	\$4.10	\$62,935.00
6	Painted Pavement Marking 4" Solid White Line	13,550	LF	\$0.22	\$2,981.00	\$0.23	\$3,116.50
7	Painted Pavement Marking 4" White Shared Bike Lane Skip Stripe (2' long with 6' gap) line	90	LF	\$0.22	\$19.80	\$1.00	\$90.00
8	Painted Pavement Marking 4" Skip Yellow Line	1660	LF	\$0.22	\$365.20	\$0.23	\$381.80
9	Painted Pavement Marking 4" Solid Yellow Line with 4" Broken Yellow Line	1380	LF	\$0.22	\$303.60	\$1.00	\$1,380.00
10	Painted Pavement Marking 4" Double Solid Yellow Line	5095	LF	\$0.22	\$1,120.90	\$0.28	\$1,426.60
11	Painted Pavement Marking 8" Solid White Line	360	LF	\$0.22	\$79.20	\$0.50	\$180.00
12	Painted Pavement Marking 24" Solid White Line	755	LF	\$3.25	\$2,453.75	\$1.75	\$1,321.25
13	Painted Pavement Symbol "left turn arrow"	16	EA	\$53.00	\$848.00	\$40.00	\$640.00
14	Painted Pavement Symbol "ONLY"	3	EA	\$80.00	\$240.00	\$50.00	\$150.00
15	Painted Pavement Symbol "STOP"	1	EA	\$250.00	\$250.00	\$50.00	\$50.00
16	Painted Pavement Symbol Bike Lane Symbol (Bike & Arrow)	1	EA	\$250.00	\$250.00	\$150.00	\$150.00
17	Painted Pavement Symbol "yeild line 24" x 36" shark teeth"	30	EA	\$27.00	\$810.00	\$15.00	\$450.00
18	Provide and Install Bike Land Sign and Post	5	EA	\$ 380.00	\$1,900.00	\$ 300.00	\$1,500.00
Total Bid Price (Schedule A)					\$134,007.00		\$208,196.15
Total Bid Price written in words? y/n				Y		N	
Bidder Information provided? y/n				Y		Y	
Sub Contractors listed? y/n or none				5%, 1%		5%, 1%, Other	
Bid Document executed? y/n				Y		Y	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1516-130** titled **Lompa Lane and Curry Street Improvements** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-130 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/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: 1516-130

Title: Lompa Lane and Curry Street Improvements

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:

Kevin Robertson, President
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
email: bids@snc.biz

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

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Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Thirty Four Thousand Seven Dollars and 00/100 (\$134,007.00).

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,

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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.

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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

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rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the

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claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the 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.

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15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

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(FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

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

Funding Source: #256-3035-431.04-80

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-130

Title: Lompa Lane and Curry Street Improvements

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: Kevin Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 16-04425

NEVADA CONTRACTORS LICENSE #: 25565

Address: P.O. Box 50760

City: Sparks **State:** NV **Zip Code:** 89435

Telephone: 775-355-0420

bids@snc.biz

(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: 1516-130

Title: Lompa Lane and Curry Street Improvements

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-130** and titled Lompa Lane and Curry Street Improvements. 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 11th day of May, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 11th day of May, 2016.

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 # 1516-130** and titled Lompa Lane and Curry Strret Improvements 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.

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 #1516-130** and titled Lompa Lane and Curry Street Improvements 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.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1516-130
Lompa Lane and Curry Street Improvements

Addendum No. 2

- Addendum 1 and the bid documents are to be revised to state that the contractor will be given 3 working days to complete the work as opposed to the specified 2. These three days where road closure is required will need to be on 3 consecutive Saturdays. Mobilization, demobilization, cleanup, and any punch-list item work that does not require road closure will not count as working days.
- Temporary striping will not be required however the Contractor will need to place traffic markers to indicate lane limits where existing striping has been covered and permanent pavement striping has not be placed.
- Bid item 4 states "Type II Rapid Setting Slurry Seal," this is corrected to state "Type III Rapid Setting Slurry Seal."



CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 3

Carson City, NV 89701

775-283-7137/FAX 887-2107

<http://www.Carson.org/CurrentBids>

NOTICE TO CONTRACTORS

BID #1516-130

Lompa Lane and Curry Street Improvements

Addendum No. 1

The Contractor will be given 2 working days to complete the project. Work described in the bid items is to be completed on two consecutive Saturdays as described on page SC 1 under "GC 3.11 Construction Schedule." Mobilization prior to work being completed as well as cleanup and any punch-list item work will not count as working days.



BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-130, PWP # _____, for the Project Title: Lompa Lane and Curry Street Improvements.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

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

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

Signed, Sealed and dated: April 7, 2016

Sierra Nevada Construction, Inc.
Principal
By: 
Kevin L. Robertson, President
Liberty Mutual Insurance Company
Surety
By: 
Lori Jones, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7099560

American Fire and Casualty Company
The Ohio Casualty Insurance Company

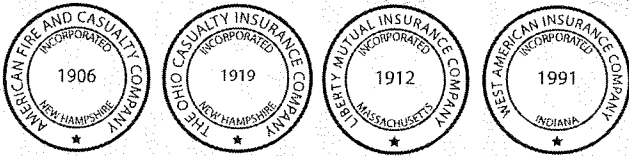
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea M. Cantlon; Lori Jones; Nicholas D. Rossi; Patricia Owens; Teri L. Wood

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of September, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

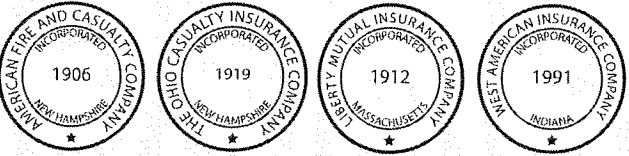
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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

BID PROPOSAL

BID # 1516-130

BID TITLE: "Lompa Lane and Curry Street Improvements"

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 1,2 Addendums.

BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:				—	—
1	Mobilization, Demobilization and Clean-Up	1	LS	1,000.00	1,000.00
2	BMP's and Erosion Control	1	LS	500.00	500.00
3	Traffic Control Including Pedestrian Detours	1	LS	8,830.55	8,830.55
4	Type III Rapid Setting Slurry Seal	30700	SY	2.35	72,145.00
5	3/8" Chip Seal	15350	SY	2.60	39,910.00
6	Painted Pavement Marking 4" Solid White Line	13550	LF	0.22	2,981.00
7	Painted Pavement Marking 4" White Shared Bike Lane Skip Stripe (2' long with 6' gap) line	90	LF	0.22	19.80
8	Painted Pavement Marking 4" Skip Yellow Line	1660	LF	0.22	365.20
9	Painted Pavement Marking 4" Solid Yellow Line with 4" Broken Yellow Line	1380	LF	0.22	303.60
10	Painted Pavement Marking 4" Double Solid Yellow Line	5095	LF	0.22	1,120.90
11	Painted Pavement Marking 8" Solid White Line	360	LF	0.22	79.20
12	Painted Pavement Marking 24" Solid White Line	755	LF	3.25	2,453.75
13	Painted Pavement Symbol "left turn arrow"	16	EA	53.00	848.00
14	Painted Pavement Symbol "ONLY"	3	EA	80.00	240.00
15	Painted Pavement Symbol "STOP"	1	EA	250.00	250.00
16	Painted Pavement Symbol Bike Lane Symbol (Bike & Arrow)	1	EA	250.00	250.00
17	Painted Pavement Symbol "yield line 24" x 36" shark teeth"	30	EA	27.00	810.00
18	Provide and Install Bike Land Sign and Post	5	EA	380.00	1,900.00
BP.2	Total Base Bid Price (Schedule A)				134,007.00

*per Addendum #2 dated 4/12/16

BID PROPOSAL

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

One hundred thirty four thousand seven dollars no cents

BP.4 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No.:	88-0245093
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title:	Kevin L. Robertson, President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A. general engineering
Limitation(s) of License:	unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/17
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	16-00004425
Date Issued:	12/8/15

BID PROPOSAL

Date of Expiration:	12/31/16
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
see attached	

Name 1)

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - 12 years.
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - 12 years.
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager. Business Manager - Up to 100M in civil construction and vertical construction
Jeremiah Merritt	Safety and Risk Director	2014	2000	Regional Safety Manager, Safety Manager - projects ranging from \$0 - \$75M
Alex Faust	Vice President AC Maintenance	2002	2000	Project Engineer, Project Manager, Estimator, Area Manager
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager
Dave Duggins	AC Maintenance Superintendent	2013	2000	Superintendent
Larry Ryan	AC Maintenance Superintendent	2013	2001	Superintendent

BID PROPOSAL

BP.8 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):	see attached Statement of Experience
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

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


STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
City of Manteca	2015 Pavement Maintenance	\$ 1,833,735.00	Slurry Seal	09/30/15	Matiel Holloway	209-456-8411	1001 W. Center Street, Manteca, CA. 95337
Contra Costa County	2015 Contra Costa Cape Seal	\$ 504,276.00	Slurry Seal	09/15/15	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA. 94553
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA. 93612
County of Fresno	Fresno County Slurry Seal	\$ 477,135.00	Slurry Seal	06/30/15	D'Andrea Buchan	559-696-9789	2220 Tulare Street, 6th Floor, Fresno, CA. 93721
Regional Transportation Commission	2014 Preventive Maintenance	\$ 2,322,007.11	Slurry/Micro/Chip Seal	01/01/15	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV. 89502
City of Rocklin	2014 Resurfacing Project	\$ 2,208,709.95	Slurry/Micro/Asphalt Rubber Chip Seal	12/19/14	Justin Nartker	916-625-5500	4081 Alvis Court, Rocklin, CA. 95677
Contra Costa County	2014 Slurry Seal (Saranap Area)	\$ 407,000.00	Slurry Seal	10/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA. 94553
Washoe County	2014/2015 Slurry Seal	\$ 1,529,450.00	Slurry/Micro/Chip Seal	10/01/14	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada. 89520
Contra Costa County	2014 Discovery Bay Asphalt Rubber Cape Seal - Subcontractor to American Pavement Systems	\$ 603,000.00	Slurry Seal	09/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA. 94553
City of Brentwood	2014 Pavement Management Project	\$ 534,746.82	Slurry Seal	7/21/14	Anthony Salam	925-516-5168	150 City Park Way, Brentwood, CA. 94513
City of Carson	2013 Street Maintenance Program	\$ 696,007.00	Slurry/Micro	10/15/13	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV. 89701
Town of Mammoth	2013 Micro Surfacing Project	\$ 233,277.73	Slurry/Micro	10/15/13	Ron Fransler	760-934-8989	P.O. Box 1609, Mammoth Lakes, CA. 93546
City of Reno	2013 Surface Treatment	\$ 468,007.00	Street Maintenance	10/1/13	Kernie Koski	775-830-3976	P.O. Box 1900, Reno NV. 89505
California Department of Transportation	Caltrans 02-4E9704 Tehama	\$ 1,089,007.00	Slurry/Rubberized Chip Seal	09/30/13	Anthony Granados	530-949-1611	1727 - 30th Street, Sacramento, CA. 95816
City of Sparks	2013 Preventative Maintenance Program	\$ 391,004.10	Micro Seal	9/20/13	Brent Quilici	775-671-7013	P.O. Box 857, Sparks, NV. 89432-0857
City of Carlin	2013 City of Carlin Street Maintenance	\$ 301,468.65	Rubberized Cape Seal	09/15/13	Carlos Esparza	775-397-5720	810 Oak Street, Carlin, NV. 89822
City of Elko	Microsurface Project 2013	\$ 182,007.00	Slurry/Micro	8/30/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV. 89801
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	6/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV. 89520
California Department of Transportation	Caltrans 03-3M8304 L-80 Truckee	\$ 7,159,007.00	Bonded Wearing Course	10/19/12	Jaret Montblaisier	530-682-5637	1727 - 30th Street, Sacramento, CA. 95816
California Department of Transportation	Caltrans 02-3E9204 RT 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	8/31/12	Michael Hollriegel	530-283-2492	1727 - 30th Street, Sacramento, CA. 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinky)	\$ 1,737,007.00	Street Reconstruction	8/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV. 89502
Nevada Department of Transportation	NDOT D5-041-10 CIR & CHIP	\$ 6,077,007.00	Chip Seal	7/31/12	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV. 89445
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	7/30/12	Bob Schrickler	775-827-6111	P.O. Box 1900, Reno, NV. 89505
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Patching	\$ 733,007.00	Asphalt Maintenance	7/15/12	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV. 89502
California Department of Transportation	Caltrans 03-4M3204 RT 70 Micro	\$ 619,007.00	Street Reconstruction	7/13/12	Byran Johnson	530-895-5245	1727 - 30th Street, Sacramento, CA. 95816
Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$ 409,007.00	Asphalt Overlay	6/30/12	Laura Tabman	775-827-7960	1263 S. Stewart St, Carson City, NV. 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	\$ 6,087,451.00	Chip Seal	6/21/12	Boyd Ratcliff	775-777-2701	1263 S. Stewart St, Carson City, NV. 89712
Nevada Department of Transportation	NDOT D2-047-10 CIR & CHIP	\$ 3,373,007.00	Chip Seal	12/31/11	Larry Boge	775-687-3376	310 Galletti Way, Sparks, NV. 89431
Nevada Department of Transportation	NDOT D1-005-11 SR, 147 & US 93 CHIP	\$ 1,811,007.00	Chip Seal	12/31/11	Glenn Petrenko	702-671-8860	123 E. Washington Street, Las Vegas, NV. 89101
Nevada Department of Transportation	NDOT D3-006-11 Double Chip Seals	\$ 6,695,007.00	Chip Seal	12/31/11	Boyd Ratcliff	775-777-2700	1951 Idaho Street, Elko, NV. 89801
Nevada Department of Transportation	NDOT D2-011-11 Double Micro Surfacing	\$ 958,007.00	Microsurface	12/1/11	Steve Lani	775-720-4528	1263 S. Stewart Street, Carson City, NV. 89712
Nevada Department of Transportation	NDOT D2-032-10 CHIP SEALS	\$ 687,007.00	Chip Seal	10/31/11	John Angel	775-687-3376	310 Galletti Way, Sparks, NV. 89431
City of Carson, City	2011 Carson City Street Maintenance	\$ 504,007.00	Slurry Seal	10/1/11	John Platt	775-887-2355	3505 Butti Way, Carson City, NV. 89701
Valley Slurry Seal	RTC 2011 Preventative Maintenance	\$ 589,724.00	Slurry Seal	10/1/11	Jon James	916-416-6061	P.O. Box 981330, West Sacramento, CA. 95798
Nye County	Beatty/Annargosa Slurry Seal	\$ 129,007.00	Slurry Seal	11/1/10	Judy Dodge	775-482-7256	P.O. Box 1952, Tonopah, NV. 89049
Eureka County	2010 ARRA Street Maintenance	\$ 388,007.00	Asphalt Maintenance	8/20/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV. 89316

BID PROPOSAL

BP. 9 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

 Kevin L. Robertson
 Printed Name

 President
 Title

 April 12, 2016
 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	.94	1.51
2015	.85	1.02

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.10 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	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	unlimited
Description of work <i>slurry seal, chip seal, traffic control, BMP's, mobilization</i>		
Name of Subcontractor	Address	
<i>None</i>		
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 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 Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work <i>slurry seal, chip seal, traffic control, BMP's, mobilization</i>		
Name of Subcontractor <i>None</i>	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. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
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		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 13

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.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspond with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

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



WORKERS EMPLOYED REPORT

Project Name: _____ Contract Number : _____
 General Contractor: _____ PWP # _____
 Subcontractor: _____ Date: _____
 Address at which payroll records are maintained:

Contact Person and Phone Number: _____

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

BID PROPOSAL

Local Preference Affidavit


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

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc., 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. 1516-130, Project Name Lompa Ln & Curry St Improvements 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 Sierra Nevada Construction, Inc., 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: Kevin L. Robertson Title: President

Signature:  Date: April 18, 2016

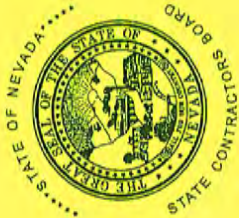
Signed and sworn to (or affirmed) before me on this 18th day of April, 2016, by Kevin L. Robertson (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

 STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2015 AND EXPIRES ON JULY 31, 2016, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Margi Grein

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

7/14/2015

DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION: _____

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (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 "**Lompa Lane and Curry Street Improvements Project**", contract number **1516-130**, 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:

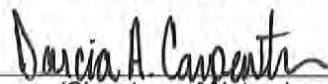
PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz



(Signature of Bidder)

DATED: April 18, 2016

Signed and sworn (or affirmed) before me on this 18th day of April, 2016, by
Kevin L. Robertson



(Signature of Notary)



(Notary Stamp)

Justin Tenpenny Work Experience

Washoe County Public Works Engineering Division 2014 and 2015

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contract - Greg Belancio
1001 East Ninth Street
Reno, NV 89502

Regional Transportation Commission Preventative Maintenance 2014 and 2015

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

Contact – Scott Gibson/Marchon Miller
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

Regional Transportation Commission Preventative Maintenance 2012

Performed Type III and Type II Microsurfacing

Contract – Scott Gibson/Garth Oksol
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

Lyon County Preventative Maintenance 2014 and 2015

Performed Type III and Type II Microsurfacing Cape Seals

Contract – Dustin Homan
Lyon Co. Public
34 Lakes Blvd
Dayton, NV 89403

Asphalt Pavement And Recycling Technologies, Inc.

5207 Minter Field Avenue
Telephone: (661) 393-2748
stevee@apartshafter.com

Shafter, CA 93263
Fax: (661) 393-2804
bobs@apartshafter.com

Report: 16-0320

April 14, 2016

Customer: Western Emulsions - Andy Clayton

Samples Submitted:

One quart of CHFRS-2P Emulsion identified as:

Western Emulsions, 03-17-16

Requested Testing:

Test the submitted sample for specification compliance. The specification was supplied by Western Emulsions.

Summary of Testing:

The requested testing was performed using appropriate protocol. Test methods and test data are as follows:

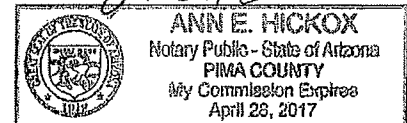
	Test Method	Test Result	Specification
Viscosity, 122°F, SFS	AASHTO T59	151.5	100-400
Sieve, w%	AASHTO T59	0.01	0.10 Max.
Particle Char2e	AASHTO T59	Positive	Positive
Residue by Distillation, w% ¹	AASHTO T59	74.1	65.0 Min.
Oil Distillate, v%	AASHTO T59	Nil	0.5 Max.
Tests on Residue			
Penetration, 77°F, dmm	AASHTO T49	86	80-130
Softening Point, °F	AASHTO T53	143	130 Min.
Elastic Recovery, 10°C, % ²	AASHTO T301	81.25	55 Min.
Float Test, 140°F, seconds	AASHTO T50	>3600	1800 Min.
Viscosity, 140°F, Poises	AASHTO T202	2450	1300 Min.

¹ Exception to AASHTO T59: Bring temperature on lower thermometer to 350°F±10°F. Maintain temperature for 20 minutes. Complete distillation in 60±5 minutes from first application of heat.

² Hour glass sides pull 20 cm; hold 5 minutes then cut, let sit 1 hour.

Conclusion:

Test data indicate that the sample is in compliance to the specification.



Michael Spaul

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: May 11, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To determine that Vega Asphalt Paving is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-124 "Citywide Asphalt Patch Repair Project" for \$227,000, plus a 10% contingency amount of up to \$22,700 for a total not to exceed amount of \$249,700 to be funded from the "CTX Street Repair" and "Street Repair and Maintenance" accounts in the Street Maintenance fund as provided in FY 2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for Citywide Asphalt Patch Repair Project. The project consists of repairing several small sections of asphalt pavement failures throughout the City. Contractors provided a square foot price to complete the repair work. The City will coordinate with the Contractor to repair failures throughout the City up to the amount of the Contract.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Vega Asphalt Paving is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract 1516-124 "Citywide Asphalt Patch Repair Project" for \$227,000, plus a 10% contingency amount of \$22,700 for a total not to exceed amount of \$249,700 to be funded from the "CTX Street Repair" and "Street Repair and Maintenance" accounts in the Street Maintenance fund as provided in FY 2016 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on March 15, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on March 15, 2016. The bids were opened at approximately 11:10 a.m. on April 12, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Jim Gaba, Sierra Nevada Construction; Steve Brehler, Cruz Construction; Lindsay Green, Rapid Construction; Tami Gardner, West Coast Paving; Darren Anderson from Public Works, Alana Mills, Carson City Finance and Laura Tadman, Purchasing and Contracts.

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

<u>Name of Bidder</u>	<u>Unit Price</u>	<u>Total Bid</u>
Vega Asphalt Paving	\$5.86	\$175,800.00
Cruz Construction	\$6.90	\$207,000.00
Q & D Construction	\$7.67	\$230,100.00
Rapid Construction	\$8.25	\$247,500.00
West Coast Paving	\$10.24	\$307,200.00
Sierra Nevada Construction	\$12.89	\$386,700.00

Staff recommends award to Vega Asphalt Paving, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: CTX Street Repairs 256-3038-431-.04-79 (balance of \$120,497) and Street Repair and Maintenance 256-3038-431-0480 (balance of \$985,868)

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by up to \$249,700

Alternatives - N/A

Supporting Material

- Bid Tabulation Report
- Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1516-124 Citywide Asphalt Patch Repair Project

Date and Time of Opening: April 12, 2016 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3	
			Vega Asphalt		Cruz		Q&D	
BONDING Provided, \$, %, or no			5%		5%		5%	
BIDDER acknowledges receipt addendums			0		0		0	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1 Asphalt Pavement Patch	30,000	SF	\$5.86	\$175,800.00	\$6.90	\$207,000.00	\$7.67	\$230,100.00
Total Bid Price (Schedule A)				\$175,800.00		\$207,000.00		\$230,100.00
* Vega Asphalt bid contained a mathematical error								
Total Bid Price written in words? y/n			Y		Y		Y	
Bidder Information provided? y/n			Y		Y		Y	
Sub Contractors listed? y/n or none			5%, 1%		5%, 1% & OTHER		5%, 1%, & OTHER	
Bid Document executed? y/n			Y		Y		Y	

Description			Bidder # 4		Bidder # 5		Bidder # 6	
			Rapid Construction		West Coast Paving		Sierra Nevada Construction	
BONDING Provided, \$, %, or no			5%		5%		5%	
BIDDER acknowledges receipt addendums			0		0		0	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1 Asphalt Pavement Patch	30000	SF	\$8.25	\$247,500.00	\$10.24	\$307,200.00	\$ 12.89	\$386,700.00
Total Bid Price (Schedule A)				\$247,500.00		\$307,200.00		\$386,700.00
Total Bid Price written in words? y/n			Y		Y		Y	
Bidder Information provided? y/n			Y		Y		Y	
Sub Contractors listed? y/n or none			5%, 1% , & OTHER		5%, 1%, & OTHER		5%, 1%	
Bid Document executed? y/n			Y		Y		Y	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-124

Title: Citywide Asphalt Patch Repair Project

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Vega Asphalt Paving, Inc., 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. 1516-124**, titled **Citywide Asphalt Patch 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.1516-124 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/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: 1516-124

Title: Citywide Asphalt Patch 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:

Robert Vega Sr., President
Vega Asphalt Paving, Inc.
385 Freeport Blvd., Ste. 4
Sparks, NV 89431
email: vega.asphalt@gmail.com

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

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).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-124

Title: Citywide Asphalt Patch Repair Project

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, 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-124

Title: Citywide Asphalt Patch Repair Project

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.

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-124

Title: Citywide Asphalt Patch Repair Project

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 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-124

Title: Citywide Asphalt Patch Repair Project

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

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(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any

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additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall

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be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

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

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

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

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

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

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

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

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

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

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

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

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

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City

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Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. LOBBYING:

24.1 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:

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

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

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

25. 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.

26. 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**.

27. 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

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as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

28. 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.

29. 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.

30. 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:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

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

Funding Account #256-3038-431.04-79
#256-3038-431.04-80

By: _____

Dated: _____

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

CONTRACTOR

BY: Robert Vega, Sr.

TITLE: President

FIRM: Vega Asphalt Paving, Inc.

CARSON CITY BUSINESS LICENSE #: 16-28261

NEVADA CONTRACTORS LICENSE #: 0068569a

Address: 385 Freeport Blvd., Ste. #4

City: Sparks **State:** NV **Zip Code:** 89431

Telephone: 775-626-6658

E-mail Address: vega.asphalt@gmail.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-124** and titled Citywide Asphalt Patch 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 11th day of May, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 11th day of May, 2016.

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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 # 1516-124** and titled **Citywide Asphalt Patch 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 # 1516-124** and titled **Citywide Asphalt Patch Repair Project**

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	
Subscribed and Sworn before me this	day of
(Signature of Notary)	
,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 #1516-124** and titled **Citywide Asphalt Patch 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 #1516-124** and titled **Citywide Asphalt Patch 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.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-124, PWP # _____, for the Project Title: Citywide Asphalt Repair Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

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

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

Signed, Sealed and dated: April 12, 2016

Vega Asphalt Paving Inc
Principal
By: _____

Ironshore Indemntiy, Inc.
Surety
By: Patricia Owens

Patricia Owens - Attorney in Fact



POWER OF ATTORNEY

III-

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Lori Jones, Patricia Owens, Teri L. Wood its true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

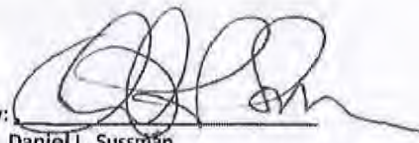
Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc. , the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16


Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 12 Day of APR, 20 16




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

BID PROPOSAL

BID # 1516-124

BID TITLE: "Citywide Asphalt 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 _____ Addendums.

BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Asphalt Pavement Patch	30,000	SF	5.90	\$175,700
BP.2	Total Base Bid Price (Schedule A)				

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

one hundred seventy-five thousand seven hundred dollars

BP.4 BIDDER INFORMATION:

Company Name:

Federal ID No.:	900-0402299
Mailing Address:	3905 Freeport Blvd ste #4
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-626-6650
Complete Fax Number:	775-453-1416
Fax Number including area code:	775-453-1416
E-mail:	vega.asphalt@gmail.com

BID PROPOSAL**Contact Person / Title:** Robert Vega Sr - President

Mailing Address:	385 Freeport Blvd Ste#4
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-626-6658
Complete Fax Number:	775-453-1416
E-mail Address:	vega.asphalt@gmail.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0068569a
License Classification(s):	A8 + A16
Limitation(s) of License:	none
Date Issued:	May 2007 A8 - May 2009 A16
Date of Expiration:	5/31/17
Name of Licensee:	A8 Robert Vega Jr A16 Robert Vega Sr
Carson City Business License Number:	
Date Issued:	7/13/11
Date of Expiration:	12/31/16
Name of Licensee:	Vega Asphalt Paving Inc

BP.6 DISCLOSURE OF PRINCIPALS:**Individual and/or Partnership:**

Owner 1) Name:	Robert Vega Sr
Address:	1191 Alta Vista Dr
City, State, Zip Code:	Sparks, NV 89434
Telephone Number:	775-626-6658 office 775-857-7498 cell
Owner 2) Name:	Robert Vega Jr
Address:	1923 Howard Dr
City, State, Zip Code:	Sparks, NV 89434
Telephone Number:	775-813-4474 cell

BID PROPOSAL

Other 1) Title:	Treasurer
Name	Mile Luisa Vega
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	May 1, 2009
Name of Corporation:	Vega Asphalt Paving Inc
Mailing Address	385 Freyport Blvd Ste #4
City, State, Zip Code:	Spang, NV 89431
Telephone Number:	775-626-6658
President's Name:	Robert Vega Sr
Vice-President's Name:	none
Other 1) Name & Title:	Robert Vega Jr - Secretary

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Robert Vega Jr Title 1) Foreman	9
Name 2) Joseph Vega Title 2) Foreman	7
Name 3) Raymond Vega Title 3) Foreman	3
Name 4)	

BID PROPOSAL

Title 4)

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

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.8 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):	YC Boulder Hotel LLC
Contract Person:	Bal Gosal
Mailing Address:	5851 S. Virginia St
City, State, Zip Code:	Reno, NV 89502
Complete Telephone Number:	775-815-7500
E-Mail Address:	gosal30@msn.com
Project Title:	Boulder Inn + Suites
Amount of Contract:	\$143,348.00
Scope of Work:	lot grinded out repaired over 63,500 Sq. Ft.
Company Name 2):	Willowbrook Apartments Firecreek Crossing ^{of Reno LLC}
Contract Person:	Angela Rezab
Mailing Address:	PO Box 4906
City, State, Zip Code:	Scottsdale, AZ 85261
Complete Telephone Number:	209-472-3600
E-Mail Address:	angela_rezab@am.jll.com
Project Title:	Firecreek crossing maintenance
Amount of Contract:	\$159,671.35
Scope of Work:	R+R patching, cracks, and double slurry seal, + striping


BID PROPOSAL

Company Name 3):	Airport Square - Compass Rock Real Estate
Contract Person:	Jennifer McDonald Shelly Humphreys
Mailing Address:	2200 Harvard 10580 N. McCarran Blvd # 115-510
City, State, Zip Code:	Reno, NV 89503
Complete Telephone Number:	775-746-3434
E-Mail Address:	shumphreys@compassrockrealestate.com
Project Title:	Costco Airport Square parking lot maintenance
Amount of Contract	\$136,010.96
Scope of Work:	16,025+sq. ft. a/c patching, striping, cracks, seal
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:	

BID PROPOSAL

BP. 9 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
 Robert Vega Sr

 Printed Name

 Title president

 Date 4/11/15

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	.88	.0000048
2015	.88	.0000144

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.10 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		
Vega Asphalt Paving Inc	1423 Howard Dr Sparks, NV 89434		
Phone	Nevada Contractor License #	Limit of License	
775-626-6658	0068569a	\$1 million	
Description of work			
paving			
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 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>Vega Asphalt Paving Inc</i>		Address <i>385 Freeport Blvd Ste #4 Sparks, NV 89431</i>	
Phone <i>775-626-6654</i>	Nevada Contractor License # <i>00685644</i>	Limit of License <i>\$1 million dollars</i>	
Description of work <i>paving</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. 12 INSTRUCTIONS: for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
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		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

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BID PROPOSAL

Local Preference Affidavit

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

I, Robert Vega Sr, on behalf of the Contractor, Vega Asphalt Paving Inc, 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.**

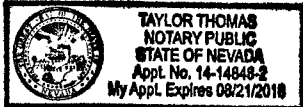
By: Robert Vega Sr. Title: President
Signature: [Handwritten Signature] Date: 4/11/16

Signed and sworn to (or affirmed) before me on this 11 day of April, 2016, by Robert Vega Sr. (name of person making statement).

State of Nevada)
)ss.
County of Washoe)

[Handwritten Signature]
Notary Signature

STAMP AND SEAL



BID PROPOSAL

BP-14 ACKNOWLEDGMENT AND EXECUTION: _____

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Robert Vega Sr. (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 "Citywide Asphalt Repair Project", contract number **1516-124**, 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: Robert Vega Sr.

TITLE: President

FIRM: Vega Asphalt Paving Inc.

Address: 395 Freeport Blvd Ste #4

City, State, Zip: Sparks, NV 89431

Telephone: 75-626-6650

Fax: 75-453-1416

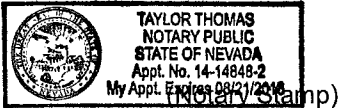
E-mail Address: vega.asphalt@gmail.com

[Signature]
(Signature of Bidder)

DATED: 4/11/16

Signed and sworn (or affirmed) before me on this 11 day of April, 2016, by Robert Vega Sr.

[Signature]
(Signature of Notary)



SAMPLE CONTRACT

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 _____, 2016, entered into a contract with the City for **BID # 1516-124** and titled "**Citywide Asphalt Repair Project**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID # 1516-124** and titled "Citywide Asphalt Repair Project"

BY:	(Signature of Principal)
TITLE:	
FIRM:	
Address:	L.S.
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	(Signature of Notary)
Subscribed and Sworn before me this	,2016
day of	

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	Nevada Resident Agent Information (complete for out of state bonding companies)
Name of Surety	Name of Local Agent
Address	Address
City	City
State/Zip Code	State/Zip Code
Name	Agent's Name
Title	Agent's Title
Telephone	Agent's Telephone
Surety's Acknowledgment:	Nevada Resident Agent's Acknowledgment:
By:	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) _____ f or 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 _____, 2016 entered into a contract with the City for **BID # 1516-124** and titled "**Citywide Asphalt Repair Project**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1516-124** and titled "Citywide Asphalt 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)
TITLE:	
FIRM:	
Address:	L.S.
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of	, 2016

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	Nevada Resident Agent Information (complete for out of state bonding companies)
Name of Surety	Name of Local Agent
Address	Address
City	City
State/Zip Code	State/Zip Code
Name	Agent's Name
Title	Agent's Title
Telephone	Agent's Telephone
Surety's Acknowledgment:	Nevada Resident Agent's Acknowledgment:
By:	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.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: May 11, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: **(Information only)** An informational overview on the budgets of the Transit, Carson Area Metropolitan Planning Organization (CAMPO), Carson City Regional Transportation Commission (RTC), and Street Maintenance.

Staff Summary: The information is being provided to inform the RTC regarding the budget for the next year. The Carson City Board of Supervisors is expected to take final action on the budget at their May 19, 2016, meeting. Staff will review the budgets with the RTC and highlight significant projects to be undertaken.

Agenda Action: Other/Presentation

Time Requested: 10 Minutes

Proposed Motion – N/A

Background/Issues & Analysis

The budgets for the Transit, CAMPO, RTC, and Street Maintenance funds have been prepared and will be presented to the Board of Supervisors for final approval on May 19, 2016. Staff will review the budget with the RTC. The following are significant aspects of each of the budgets:

- Transit –
 - The largest cost of the operating budget is the cost of the transit operations contract. It is forecasted to increase, but the actual change is unknown as staff is currently reviewing proposals from several contractors for service after October 1, 2016.
 - A significant capital cost is associated with the purchase of two replacement buses as previously approved by the RTC.
- CAMPO – the CAMPO budget follows the CAMPO Unified Planning Work Program (UPWP), which is 95% Federal funded.
- RTC – there are two significant road reconstruction projects planned as part of a capital outlay of \$1,450,000:
 - The reconstruction of portions of Goni Road and Convair Drive (in one contract).
 - The reconstruction of a portion of Appion Way.
 - Funding at \$50,000 for a first year of repayment to Maverik consistent with the agreement entered by RTC for the construction of a traffic signal at the intersection of College Parkway and Research Way.
- Street Maintenance-the majority of the funding remains dedicated to the staffing of the Streets Division, which carries-out significant and varied street maintenance activities on a daily basis. There is a capital outlay which includes \$100,000 for the replacement of critical equipment associated with the traffic signal system in the city.

Applicable Statute, Code, Policy, Rule or Regulation – N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives – N/A

Supporting Material – budget preparation worksheets for FY 2017 are attached for the following budgets: Transit, CAMPO, RTC, and Street Maintenance.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

225 TRANSIT

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
INTERGOVERNMENTAL					
FEDERAL GOVERNMENT GRANTS					
225-0000-331.18-03	DHCFP - MEDICAID SERVICES	102,565	(28,673)	30,000	30,000
225-0000-331.18-99	CITY MATCH - DHCFP	40,084	11,041	(12,000)	(12,000)
225-0000-331.64-04	FTA 5316	22,479	31,830	-	-
225-0000-331.80-02	FTA 5310	122,853	-	40,468	175,252
225-0000-331.80-04	FTA 5339	-	3,589	1,654	-
225-0000-331.80-07	FTA OPERATING	343,021	299,831	340,000	464,087
225-0000-331.80-08	FTA CAPITAL	300,020	534,781	300,000	1,024,616
225-0000-331.80-09	INTERCITY 5307	-	-	20,000	20,000
*	FEDERAL GOVERNMENT GRANTS	850,854	852,399	720,122	1,701,955
STATE GOVERNMENT GRANTS					
225-0000-334.80-00	CC SENIOR TRANS GRANT	50,000	50,000	50,000	50,000
*	STATE GOVERNMENT GRANTS	50,000	50,000	50,000	50,000
**	INTERGOVERNMENTAL	900,854	902,399	770,122	1,751,955
CHARGES FOR SERVICES					
225-0000-343.25-01	ADULT	2,952	11,345	-	-
225-0000-343.25-02	SENIOR	44	196	-	-
225-0000-343.25-03	DISABLED	1,065	2,799	-	-
225-0000-343.25-04	YOUTH	200	348	-	-
225-0000-343.26-04	YOUTH	24	-	-	-
225-0000-343.28-01	ADULT	8,150	8,000	-	-
225-0000-343.28-02	SENIOR	38	1,025	-	-
225-0000-343.28-03	DISABLED	6,695	4,363	-	-
225-0000-343.28-04	YOUTH	1,050	463	-	-
225-0000-343.29-01	CASH	23,718	23,700	-	-
225-0000-343.29-02	SENIOR CASH	4,251	5,230	-	-
225-0000-343.29-03	DISABLED CASH	3,275	2,359	-	-
225-0000-343.30-00	TIX SALES - FR SENIOR	1,890	2,366	-	-
225-0000-343.31-00	TIX SALES - FR GENERAL	35,204	33,024	99,159	93,622
225-0000-343.32-00	TIX SALES - FR DISABLED	3,643	4,351	-	-
225-0000-343.33-00	TIX SALES - FR YOUTH	2,764	2,698	-	-
**	CHARGES FOR SERVICES	94,963	102,267	99,159	93,622
MISCELLANEOUS REVENUE					
INTEREST EARNINGS					
225-0000-361.01-00	INTEREST INCOME	715	1,735	1,000	1,000
*	INTEREST EARNINGS	715	1,735	1,000	1,000
INVESTMENT SALES					
225-0000-362.02-00	NET INC IN FAIR VALUE INV	591	166	-	-
*	INVESTMENT SALES	591	166	-	-
RENTS AND ROYALTIES					
225-0000-363.15-00	ADVERTISING REVENUE	31,772	35,535	20,000	20,000
*	RENTS AND ROYALTIES	31,772	35,535	20,000	20,000
GIFTS/DONATIONS					
225-0000-365.40-00	DONATIONS-OARC	-	191	-	-
*	GIFTS/DONATIONS	-	191	-	-
MISCELLANEOUS					
225-0000-366.01-00	MISC. OTHER INCOME	-	-	-	-
*	MISCELLANEOUS	-	-	-	-
**	MISCELLANEOUS REVENUE	33,078	37,627	21,000	21,000
OTHER FINANCING SOURCES					
INTERFUND OPERATING TRFS					

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

225 TRANSIT

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
225-0000-381.01-03	CC FTA 5307 OPS MATCH	350,000	350,000	400,000	400,000
*	INTERFUND OPERATING TRFS	350,000	350,000	400,000	400,000
**	OTHER FINANCING SOURCES	350,000	350,000	400,000	400,000
BEGINNING BALANCE					
BEGINNING BALANCE					
225-0000-395.00-00	BEGINNING BALANCE	121,070	219,085	212,158	64,951
*	BEGINNING BALANCE	121,070	219,085	212,158	64,951
**	BEGINNING BALANCE	121,070	219,085	212,158	64,951
***	CARSON CITY TRANSIT FUND	1,499,965	1,611,378	1,502,439	2,331,528
TAXES					
225-3026-971.30-00	UNRESERVED FUND BALANCE	219,085	212,158	64,951	35,279
*	TAXES	219,085	212,158	64,951	35,279
Salaries and Wages					
225-3026-430.01-01	SALARIES	43,409	47,886	49,994	52,013
225-3026-430.01-11	OVERTIME	378	1,527	-	-
225-3026-430.01-99	GRANT FUND ALLOCATION	(36,972)	(23,444)	(25,000)	(25,000)
*	Salaries and Wages	6,815	25,969	24,994	27,013
EMPLOYEE BENEFITS					
225-3026-430.02-25	MEDICARE	616	687	698	722
225-3026-430.02-30	RETIREMENT	11,178	12,331	13,928	14,564
225-3026-430.02-40	GROUP INSURANCE	8,952	14,167	14,448	15,045
225-3026-430.02-50	WORKERS' COMPENSATION	685	574	579	615
225-3026-430.02-71	PHONE ALLOWANCE	300	300	300	302
*	EMPLOYEE BENEFITS	21,731	28,059	29,953	31,248
SERVICE AND SUPPLIES					
225-3026-430.03-09	PROFESSIONAL SERVICES	25,082	19,528	50,000	25,000
225-3026-430.03-31	OPERATING CONTRACT	591,299	648,984	670,000	800,000
225-3026-430.03-35	RTC INTERCITY	34,904	31,218	40,000	40,000
225-3026-430.04-32	MAINT SERVICE CONTRACTS	-	-	4,000	4,000
225-3026-430.04-35	VEHICLE REPAIR & MAINT.	75,706	118,083	125,000	125,000
225-3026-430.05-80	TRAVEL	-	990	771	2,500
225-3026-430.06-01	OFFICE SUPPLIES	1,249	1,360	1,000	1,000
225-3026-430.06-25	OPERATING SUPPLIES	14,022	15,832	20,000	20,000
225-3026-430.06-60	VEHICLE FUEL/OIL	155,624	130,645	110,000	150,000
225-3026-430.06-75	SMALL FURNISHINGS	1,200	5,457	15,000	3,000
225-3026-430.06-76	TECHNICAL EQUIPMENT	-	-	75,000	10,000
225-3026-430.07-10	TELEPHONE	6,228	6,614	6,500	6,500
225-3026-430.07-12	POWER	2,912	2,495	3,000	3,000
225-3026-430.07-13	HEATING	1,515	1,927	1,500	1,500
225-3026-430.09-01	ISC: GENERAL FUND	40,596	37,968	36,019	38,218
225-3026-430.09-50	FLEET MANAGMENT	54,560	53,784	118,125	123,270
225-3026-430.12-98	GRANT ALLOCATION	29,399	26,075	25,000	25,000
*	SERVICE AND SUPPLIES	1,034,296	1,100,960	1,300,915	1,377,988
CAPITAL OUTLAY					
225-3026-430.77-05	VEHICLE PURCHASE	217,388	244,232	38,890	700,000
225-3026-430.77-10	FACILITY UPGRADE	-	-	42,736	150,000
225-3026-430.77-43	FURNITURE & FIXTURES	-	-	-	10,000
*	CAPITAL OUTLAY	217,388	244,232	81,626	860,000
OPERATING TRANSFERS OUT					
225-3026-491.72-83	GROUP MEDICAL FUND	650	-	-	-

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

225 TRANSIT

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
*	OPERATING TRANSFERS OUT	650	-	-	-
****	CARSON CITY TRANSIT FUND	1,499,965	1,611,378	1,502,439	2,331,528
		-	-	-	-
		-	-	-	-

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

245 CAMPO

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
INTERGOVERNMENTAL					
FEDERAL GOVERNMENT GRANTS					
245-0000-331.64-01	UNIFIED PLANNING WORK PRO	272,426	497,020	403,750	360,050
245-0000-331.64-10	FTA 5303	26,590	-	14,800	-
245-0000-331.64-11	FTA 5307	16,387	-	-	-
*	FEDERAL GOVERNMENT GRANTS	315,403	497,020	418,550	360,050
OTHER LOCAL GOVT GRANTS					
245-0000-337.88-01	DOUGLAS COUNTY	4,659	5,090	3,842	2,918
245-0000-337.88-02	LYON COUNTY	5,536	6,048	4,566	3,468
*	OTHER LOCAL GOVT GRANTS	10,195	11,138	8,408	6,386
**	INTERGOVERNMENTAL	325,598	508,158	426,958	366,436
OTHER FINANCING SOURCES					
INTERFUND OPERATING TRFS					
245-0000-381.15-00	REG. TRANSPORTATION FUND	20,056	21,912	16,542	12,564
*	INTERFUND OPERATING TRFS	20,056	21,912	16,542	12,564
**	OTHER FINANCING SOURCES	20,056	21,912	16,542	12,564
BEGINNING BALANCE					
BEGINNING BALANCE					
245-0000-395.00-00	BEGINNING BALANCE	16,058	21,249	26,327	54,827
*	BEGINNING BALANCE	16,058	21,249	26,327	54,827
**	BEGINNING BALANCE	16,058	21,249	26,327	54,827
***	CAMPO	361,712	551,319	469,827	433,827
TAXES					
245-3028-971.30-00	UNRESERVED FUND BALANCE	21,249	26,327	54,827	54,827
*	TAXES	21,249	26,327	54,827	54,827
SERVICE AND SUPPLIES					
245-3028-431.12-01	UNIFIED PLANNING WORK PRO	289,133	524,992	400,200	379,000
245-3028-431.12-02	FTA 5303	32,373	-	14,800	-
245-3028-431.12-03	FTA 5307	18,957	-	-	-
*	SERVICE AND SUPPLIES	340,463	524,992	415,000	379,000
****	CAMPO	361,712	551,319	469,827	433,827
		-	-	-	-

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017
250 RTC

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
TAXES					
SELECTIVE SALES & USE TAX					
250-0000-314.10-00	COUNTY OPTION FUEL TAX	3,001,996	3,094,258	3,321,727	3,361,551
*	SELECTIVE SALES & USE TAX	3,001,996	3,094,258	3,321,727	3,361,551
**	TAXES	3,001,996	3,094,258	3,321,727	3,361,551
INTERGOVERNMENTAL					
FEDERAL GOVERNMENT GRANTS					
250-0000-331.64-81	SAFE ROUTES TO SCHOOL	30,013	-	-	-
250-0000-331.64-82	ROOP ST-WINNIE/NORTH BIKE	54	-	-	-
250-0000-331.64-83	5TH STREET BIKE/PED	216,678	-	-	-
250-0000-331.64-84	WILLIAMS ST -SALIMAN-FWY	-	15,817	184,183	-
250-0000-331.64-87	HELLS BELLS SIDEWALKS	3,855	-	-	-
250-0000-331.64-92	FAIRVIEW MEDIAN CURBS	89,587	525	-	-
250-0000-331.64-93	COLLEGE PKWY SIDEWALKS	-	57,814	-	-
250-0000-331.64-95	FREEWAY MULTI-USE PATH	-	-	698,688	-
250-0000-331.64-96	FLASHING YELLOW ARROWS	-	779	282,250	-
*	FEDERAL GOVERNMENT GRANTS	340,187	74,935	1,165,121	-
STATE GOVERNMENT GRANTS					
250-0000-334.88-03	HELLS BELLS SIDEWALKS	-	163,089	-	-
250-0000-334.88-78	FREEWAY LANDSCAPING PROJ	171,530	-	-	-
*	STATE GOVERNMENT GRANTS	171,530	163,089	-	-
**	INTERGOVERNMENTAL	511,717	238,024	1,165,121	-
MISCELLANEOUS REVENUE					
INTEREST EARNINGS					
250-0000-361.01-00	INTEREST INCOME	1,752	966	500	500
*	INTEREST EARNINGS	1,752	966	500	500
INVESTMENT SALES					
250-0000-362.02-00	NET INC IN FAIR VALUE INV	1,470	126	-	-
*	INVESTMENT SALES	1,470	126	-	-
GIFTS/DONATIONS					
250-0000-365.35-01	COMPLETE STREETS PROGRAM	-	1,985	-	-
*	GIFTS/DONATIONS	-	1,985	-	-
MISCELLANEOUS					
250-0000-366.01-00	MISC. OTHER INCOME	-	25	-	-
*	MISCELLANEOUS	-	25	-	-
**	MISCELLANEOUS REVENUE	3,222	3,102	500	500
BEGINNING BALANCE					
BEGINNING BALANCE					
250-0000-395.00-00	BEGINNING BALANCE	785,106	609,098	554,374	322,614
*	BEGINNING BALANCE	785,106	609,098	554,374	322,614
**	BEGINNING BALANCE	785,106	609,098	554,374	322,614
***	REGIONAL TRANSPORTATION	4,302,041	3,944,482	5,041,722	3,684,665
TAXES					
250-3035-971.30-00	UNRESERVED FUND BALANCE	609,098	554,376	322,614	60,065
*	TAXES	609,098	554,376	322,614	60,065
Salaries and Wages					
250-3035-431.01-01	SALARIES	179,142	212,763	263,645	272,771
250-3035-431.01-06	MANAGEMENT LEAVE PAY	6,970	7,441	-	-
250-3035-431.01-14	F L S A	-	-	-	-
250-3035-431.01-98	GRANT ALLOCATION -TRANSIT	(17,056)	(17,650)	-	-
250-3035-431.01-99	GRANT ALLOCATION	(169,056)	(202,554)	(250,000)	(250,000)
*	Salaries and Wages	-	-	13,645	22,771
EMPLOYEE BENEFITS					
250-3035-431.02-25	MEDICARE	2,609	3,094	3,630	3,733
250-3035-431.02-30	RETIREMENT	47,566	56,472	74,194	76,376

**BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017
250 RTC**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
250-3035-431.02-40	GROUP INSURANCE	24,282	28,156	49,480	51,793
250-3035-431.02-50	WORKERS' COMPENSATION	1,118	1,476	1,870	1,845
250-3035-431.02-70	CAR ALLOWANCE	3,915	3,903	3,930	3,911
250-3035-431.02-71	PHONE ALLOWANCE	1,920	2,045	2,220	2,233
250-3035-431.02-72	MOBILE DEVICE ALLOWANCE	45	300	300	302
250-3035-431.02-99	GRANT ALLOCATION	(53,175)	(64,543)	-	-
* EMPLOYEE BENEFITS		28,280	30,903	135,624	140,193
SERVICE AND SUPPLIES					
250-3035-431.03-09	PROFESSIONAL SERVICES	5,574	63,593	227,458	100,000
250-3035-431.03-30	TRAINING	2,259	954	2,000	2,000
250-3035-431.04-28	FREEWAY LANDSCAPING MAINT	-	-	44,280	44,280
250-3035-431.04-35	VEHICLE REPAIR & MAINT.	-	-	2,500	2,500
250-3035-431.05-42	PRINTING/ADVERTISING	701	314	1,000	1,000
250-3035-431.05-45	MEMBERSHIP / PUBLICATIONS	142	635	1,500	1,500
250-3035-431.05-80	TRAVEL	2,634	1,567	4,000	4,000
250-3035-431.06-01	OFFICE SUPPLIES	875	3,477	3,000	3,000
250-3035-431.06-25	OPERATING SUPPLIES	5,325	1,072	7,000	7,000
250-3035-431.06-75	SMALL FURNISHINGS	1,579	1,075	1,000	1,000
250-3035-431.06-81	SAFE ROUTES TO SCHOOL-SUP	-	-	-	-
250-3035-431.07-10	TELEPHONE	1,319	1,161	4,000	4,000
250-3035-431.09-01	ISC: GENERAL FUND	223,942	230,532	166,704	158,328
250-3035-431.09-15	ISC: INSURANCE	24,750	24,750	26,250	26,250
250-3035-431.09-20	ISC:SEWER FUND	2,071	2,530	1,500	3,000
250-3035-431.09-24	ISC:WATER FUND	3,107	3,795	2,000	4,500
250-3035-431.09-55	RADIOS	431	449	1,755	1,303
250-3035-431.12-99	GRANT ALLOCATION	(13,324)	(2,488)	-	-
250-3035-475.46-00	FISCAL CHARGES	919	500	500	500
* SERVICE AND SUPPLIES		262,304	333,916	496,447	364,161
CAPITAL OUTLAY					
250-3035-431.70-10	PRE DESIGN	1,216	-	-	-
250-3035-431.70-40	CONSTRUCTION	319,190	240,950	1,508,363	1,450,000
250-3035-431.70-50	PROJECT SERVICES	33,387	328	-	-
250-3035-431.70-70	LABOR	19,021	55,061	-	-
250-3035-431.74-01	LAND ACQUISITION	-	10,000	-	-
250-3035-431.78-81	SAFE ROUTES TO SCHOOL-FED	10,494	-	-	-
* CAPITAL OUTLAY		383,308	306,339	1,508,363	1,450,000
OPERATING TRANSFERS OUT					
250-3035-491.72-25	STREET MAINTENANCE	1,300,000	1,000,000	879,753	-
250-3035-491.72-66	DEBT SERVICE FUND	1,697,110	1,697,036	1,668,734	1,634,911
250-3035-491.72-67	CAMPO FUND	20,056	21,912	16,542	12,564
250-3035-491.72-83	GROUP MEDICAL FUND	1,885	-	-	-
* OPERATING TRANSFERS OUT		3,019,051	2,718,948	2,565,029	1,647,475
** REGIONAL TRANSPORTATION		4,302,041	3,944,482	5,041,722	3,684,665

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

256 STREET MAINTENANCE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
TAXES					
SELECTIVE SALES & USE TAX					
256-0000-314.10-00	COUNTY OPTION FUEL TAX	335,231	345,534	379,046	375,421
256-0000-314.25-00	COUNTY OPTION BCCRT	1,975,846	2,190,778	2,366,044	2,460,686
*	SELECTIVE SALES & USE TAX	2,311,077	2,536,312	2,745,090	2,836,107
**	TAXES	2,311,077	2,536,312	2,745,090	2,836,107
INTERGOVERNMENTAL					
FEDERAL GOVERNMENT GRANTS					
256-0000-331.10-00	NATIONAL FOREST	4,861	4,591	-	-
256-0000-331.80-03	FTA 5309	75,594	-	-	-
*	FEDERAL GOVERNMENT GRANTS	80,455	4,591	-	-
STATE GOVERNMENT GRANTS					
256-0000-334.62-00	NV GOV.OFFICE OF ENERGY	3,500	-	-	-
256-0000-334.93-05	INTERLOCAL AGREEMENT	22,847	-	-	-
*	STATE GOVERNMENT GRANTS	26,347	-	-	-
STATE SHARED REVENUES					
256-0000-335.02-00	MTR VEH FUEL TAX: 3¢	794,913	817,379	869,628	878,268
256-0000-335.04-00	MTR VEH FUEL TAX: 2.35¢	406,850	413,811	422,455	422,455
*	STATE SHARED REVENUES	1,201,763	1,231,190	1,292,083	1,300,723
OTHER LOCAL GOVT GRANTS					
256-0000-337.56-11	SIGNAL REPAIR / MAINT	92,175	77,634	50,000	50,000
256-0000-337.57-11	SIGNAL REPAIR / MAINT	2,586	3,904	1,500	1,500
256-0000-337.61-11	SIGNAL REPAIR / MAINT	-	1,964	2,000	2,000
*	OTHER LOCAL GOVT GRANTS	94,761	83,502	53,500	53,500
**	INTERGOVERNMENTAL	1,403,326	1,319,283	1,345,583	1,354,223
CHARGES FOR SERVICES					
PUBLIC WORKS					
256-0000-343.06-00	STREET DEPARTMENT CHGS	12,343	57,296	65,000	65,000
*	PUBLIC WORKS	12,343	57,296	65,000	65,000
**	CHARGES FOR SERVICES	12,343	57,296	65,000	65,000
MISCELLANEOUS REVENUE					
INTEREST EARNINGS					
256-0000-361.01-00	INTEREST INCOME	236	3,401	1,000	1,000
*	INTEREST EARNINGS	236	3,401	1,000	1,000
INVESTMENT SALES					
256-0000-362.02-00	NET INC IN FAIR VALUE INV	-	250	-	-
*	INVESTMENT SALES	-	250	-	-
MISCELLANEOUS					
256-0000-366.01-00	MISC. OTHER INCOME	-	249	-	-
*	MISCELLANEOUS	-	249	-	-
**	MISCELLANEOUS REVENUE	236	3,900	1,000	1,000
PROPRIETARY REVENUES					
MISCELLANEOUS					
256-0000-378.16-07	NV ENERGY REBATE	7,000	-	-	-
*	MISCELLANEOUS	7,000	-	-	-
**	PROPRIETARY REVENUES	7,000	-	-	-
OTHER FINANCING SOURCES					
INTERFUND OPERATING TRFS					
256-0000-381.01-00	GENERAL FUND	-	-	370,197	-
256-0000-381.23-00	REGIONAL TRANSPORTATION	1,300,000	1,000,000	879,753	-
*	INTERFUND OPERATING TRFS	1,300,000	1,000,000	1,249,950	-

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

256 STREET MAINTENANCE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
** OTHER FINANCING SOURCES		1,300,000	1,000,000	1,249,950	-
BEGINNING BALANCE					
BEGINNING BALANCE					
	256-0000-395.00-00 BEGINNING BALANCE	-	-	1,202,149	176,882
* BEGINNING BALANCE		-	-	1,202,149	176,882
** BEGINNING BALANCE		-	-	1,202,149	176,882
*** STREET MAINTENANCE		5,033,982	4,916,791	6,608,772	4,433,212
TAXES					
	256-3038-971.30-00 UNRESERVED FUND BALANCE	-	-	176,882	101,968
* TAXES		-	-	176,882	101,968
Salaries and Wages					
	256-3038-431.01-01 SALARIES	1,043,319	1,091,779	1,148,451	1,210,312
	256-3038-431.01-02 HOURLY/SEASONAL	92,024	117,711	120,000	120,000
	256-3038-431.01-06 MANAGEMENT LEAVE PAY	4,223	1,049	-	-
	256-3038-431.01-07 ANNUAL LEAVE PAYOFF	8,626	571	135	-
	256-3038-431.01-08 SICK LEAVE PAYOFF	21,348	-	-	-
	256-3038-431.01-09 WORKERS' COMPENSATORY LV	2,358	4,040	-	-
	256-3038-431.01-11 OVERTIME	69,102	62,075	32,000	32,000
	256-3038-431.01-12 CALL BACK PAY	10,030	15,385	15,000	15,000
	256-3038-431.01-13 STAND-BY PAY	40,483	43,666	35,077	35,077
	256-3038-431.01-14 F L S A	735	604	-	-
	256-3038-431.01-16 HOLIDAY PAY	3,328	2,429	1,020	1,020
	256-3038-431.01-99 GRANT ALLOCATION	(480)	-	-	-
* Salaries and Wages		1,295,096	1,339,309	1,351,683	1,413,409
EMPLOYEE BENEFITS					
	256-3038-431.02-25 MEDICARE	16,865	16,921	19,738	19,602
	256-3038-431.02-30 RETIREMENT	206,506	218,907	269,502	278,468
	256-3038-431.02-40 GROUP INSURANCE	210,786	237,870	248,539	262,536
	256-3038-431.02-50 WORKERS' COMPENSATION	12,631	13,063	14,399	15,485
	256-3038-431.02-60 EDUCATION INCENTIVE	275	275	250	250
	256-3038-431.02-65 UNIFORM ALLOWANCE	7,800	8,565	8,000	8,000
	256-3038-431.02-66 FOUL WEATHER ALLOWANCE	2,738	3,188	3,188	3,180
	256-3038-431.02-68 TOOL ALLOWANCE	1,200	1,200	1,200	1,207
	256-3038-431.02-70 CAR ALLOWANCE	392	12	-	-
	256-3038-431.02-71 PHONE ALLOWANCE	2,312	3,096	3,096	3,114
	256-3038-431.02-72 MOBILE DEVICE ALLOWANCE	35	480	480	483
* EMPLOYEE BENEFITS		461,540	503,577	568,392	592,325
SERVICE AND SUPPLIES					
	256-3038-431.03-30 TRAINING	4,757	2,225	5,000	5,000
	256-3038-431.03-56 PHYSICALS (EMPLOYEE)	57	-	-	-
	256-3038-431.03-62 UNEMP COMP. REIMB.	6,634	10,307	3,000	3,000
	256-3038-431.04-30 EQUIPMENT REPAIR & MAINT.	80,065	96,493	100,000	100,000
	256-3038-431.04-33 SOFTWARE MAINTENANCE	5,000	8,354	5,000	5,000
	256-3038-431.04-34 BUILDING REPAIR & MAINT.	7,027	5,784	10,000	10,000
	256-3038-431.04-35 VEHICLE REPAIR & MAINT.	133,175	65,627	110,000	110,000
	256-3038-431.04-37 SIGNAL REPAIR & MAINT.	103,999	85,019	76,044	76,044
	256-3038-431.04-45 EQUIPMENT RENTAL	6,702	973	5,000	5,000
	256-3038-431.04-54 TREE CARE & LOT CLEANING	9,833	25,681	20,000	35,000
	256-3038-431.04-70 SIDEWALK REPAIR/ADA	150,924	83,997	140,840	170,000

BUDGET PREPARATION WORKSHEET FISCAL YEAR 2017

256 STREET MAINTENANCE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Estimated	FY 2017 Budgeted
256-3038-431.04-79	CTX STREET REPAIRS	-	-	370,197	-
256-3038-431.04-80	STREET REPAIR	916,966	1,118,160	1,422,883	61,215
256-3038-431.04-81	SALT AND SAND	9,015	6,077	15,000	15,000
256-3038-431.04-82	STORM DRAIN MAINTENANCE	1,000	-	-	-
256-3038-431.04-86	STREET OVERLAYS	29,928	-	-	-
256-3038-431.04-87	STREET SEALING	146	-	-	-
256-3038-431.04-88	LONG LINE STRIPING	112,070	149,942	149,942	149,942
256-3038-431.05-42	PRINTING/ADVERTISING	2,596	4,448	1,500	1,500
256-3038-431.05-45	MEMBERSHIP / PUBLICATIONS	1,347	1,953	1,000	1,000
256-3038-431.05-80	TRAVEL	4,477	2,190	5,000	5,000
256-3038-431.06-01	OFFICE SUPPLIES	785	1,410	1,000	1,000
256-3038-431.06-02	POSTAGE/SHIPPING	526	39	800	800
256-3038-431.06-25	OPERATING SUPPLIES	33,735	37,201	35,000	35,000
256-3038-431.06-30	STREET SIGNS & PAINT	68,384	45,306	75,000	75,000
256-3038-431.06-45	BOOKS/PERIODICALS	-	-	100	100
256-3038-431.06-60	VEHICLE FUEL/OIL	181,433	147,985	170,000	170,000
256-3038-431.06-75	SMALL FURNISHINGS	4,999	2,000	2,000	2,000
256-3038-431.07-10	TELEPHONE	3,595	3,605	7,000	7,000
256-3038-431.07-12	POWER	18,802	18,301	20,000	20,000
256-3038-431.07-13	HEATING	7,858	7,692	8,000	8,000
256-3038-431.07-16	STREET LIGHTS	40,565	49,398	40,000	40,000
256-3038-431.07-17	STREET SIGNALS	305,147	325,094	295,000	295,000
256-3038-431.09-01	ISC: GENERAL FUND	187,573	202,320	252,515	239,041
256-3038-431.09-15	ISC: INSURANCE	49,500	49,500	52,500	52,500
256-3038-431.09-20	ISC:SEWER FUND	1,504	1,506	1,600	1,600
256-3038-431.09-24	ISC:WATER FUND	2,256	2,258	2,300	2,300
256-3038-431.09-50	ISC: FLEET MANAGEMENT	243,536	249,000	293,625	316,955
256-3038-431.09-55	ISC: RADIOS	15,721	19,551	10,176	6,513
* SERVICE AND SUPPLIES		2,751,637	2,829,396	3,707,022	2,025,510
CAPITAL OUTLAY					
256-3038-431.70-40	CONSTRUCTION	12,496	-	-	300,000
256-3038-431.70-60	MATERIALS & SUPPLIES	118	-	-	-
256-3038-431.70-70	LABOR	6,407	616	-	-
256-3038-431.77-75	EQUIPMENT	57,356	13,686	804,793	-
256-3038-431.78-35	CURB & GUTTER	-	9,160	-	-
* CAPITAL OUTLAY		76,377	23,462	804,793	300,000
OPERATING TRANSFERS OUT					
256-3038-491.72-75	FLEET MANAGEMENT FUND	-	11,521	-	-
256-3038-491.72-83	GROUP MEDICAL FUND	10,760	-	-	-
* OPERATING TRANSFERS OUT		10,760	11,521	-	-
** ROAD MAINTENANCE		4,595,410	4,707,265	6,608,772	4,433,212
**** STREET MAINTENANCE		4,595,410	4,707,265	6,608,772	4,433,212
		4,595,410	4,707,265	6,431,890	4,331,244
		-	-	-	-



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: May 11, 2016

Staff Contact: Patrick Pittenger

Agenda Title: (For Possible Action) To direct staff to form an advisory group to facilitate the informing and educating of the public regarding resources available for transportation projects in Carson City particularly as it relates to the maintenance of the City's street system. Staff will seek input from this group regarding prioritization of the use of available funds. The group will be advisory to staff and staff will report to the RTC regularly on the meetings of this group. After six months from this action, staff will provide a report to RTC regarding this group and a recommendation as to whether the group should continue to meet.

Staff Summary: Staff is seeking to undertake a new effort to inform and educate the public regarding the resources available for transportation projects in Carson City. Staff also seeks another opportunity to receive comments and input regarding prioritizing the use of available funds. The formation of this group would be conducted by staff and staff would report to the RTC regarding the activities of this group.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to direct staff to form an advisory group to facilitate the informing and educating of the public regarding resources available for transportation projects in Carson City particularly as it relates to the maintenance of the City's street system. Staff will seek input from this group regarding prioritization of the use of available funds. The group will be advisory to staff and staff will report to the RTC regularly on the meetings of this group. After six months from this action, staff will provide a report to RTC regarding this group and a recommendation as to whether the group should continue to meet.

Background/Issues & Analysis

As has been communicated to the RTC and to the public in the past, there are insufficient funds to properly maintain the City's street system. As a result, the overall condition of the street system has been declining in recent years. The Carson City RTC and responsible staff continues to utilize the funds in the most efficient and cost-effective manner possible. Even though this is the case, the deteriorating roadways have led to numerous questions and concerns from residents about the roads.

If the proposed action is taken, staff would form a group of individuals similar to that which has been formed and is currently meeting in Clark County. The RTC of Southern Nevada has formed a group to provide information about transportation issues and to seek input of the members and the public regarding the use of available resources. If formed, the group in Carson City would have similar goals. The group would be expected to meet monthly and the meetings would be open to the public. The name of the group would be TRAFCC – Transportation Resource Advisory Forum of Carson City.

No schedule has been set for the proposed group pending RTC action, but the following are examples of topics which would be expected to be discussed:

- Existing sources of funding
- Use of existing funds including recent, ongoing, and planned projects
- Considerations for prioritizing the use of available funds
- The pavement management system being utilized by the City
- Development of a prioritized list of projects using available funds
- The fuel revenue indexing ballot measure which will be on the ballot in November 2016

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

N/A

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



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

RTC Meeting Date: 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: April 12, 2016
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 March 2016**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	747 blocks applied
Street Patching Operation	77.5 tons of asphalt installed
Pot Hole Repairs	29

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	Crown cleaning performed in three trees. Twenty trees were trimmed for line of sight issues and vehicle clearance.
Tree Removal	<ul style="list-style-type: none"> • One decayed/dying Box Elder at 216 Mountain St. • One Volunteer on the northeast corner of Empire Ranch Rd and Morgan Mill. • Two Locust trees on Colorado St at Arizona St.
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	575 gallons of Round Up applied throughout the Cities right of way.

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	29
Curb & Gutter Linear Feet	172
Sidewalk & Flat Work Sq/Ft	883
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> • Improved 80 feet and removed 5 yards of sediment from the drainage ditch in an easement between Champion and the Silver State Mobile Home Park. • Excavated 800 feet of storm drain ditch and removed 20 yards of debris and sediment from a drainage ditch on Sherman Ln. • Improved 500 feet of the drainage on Snyder Ave between Conte Dr and Edmonds Dr. • Excavated 300 feet and removed 80 yards of sagebrush from the edge of the roadway on Faraday. We re-established the flow line for storm runoff. • Removed 20 yards of sediment. Lowered the flow line and re-armored the ditch with rock on Bigelow Dr at E Appion Way.
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> • Repaired 500 feet of the shoulder on Snyder Ave between Conte Dr and Edmonds Dr. • Repaired 1,200 feet of shoulder on Empire Ranch Rd between HWY 50 and Morgan Mill Rd. • Repaired 300 feet of the shoulder on both sides of Faraday Cir.
Debris cleaned up	125 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	125 yards
Linear feet of pipe hydro flushed	3,140 feet and 65.5 yards of debris removed.
Number of Drainage Inlets Cleaned	412 drains and 8 yards of debris picked up.
Total sediment removed from system	329.5 yards

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	901.7
Yards of Material Picked Up	532.5 Yards
City Parking Lots Swept	City Hall parking lot

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	19
Bins Hauled for Sweeping Operation	34
Bins Hauled for Other Operations	3 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

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

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	28
Signs Replaced	52
Sign Post Replaced	12
Signs Replaced due to Graffiti Damage	12
Delineators	34
Cross Walks Painted	36
Stop Bars Painted	105
Yield Bars Painted	12
Right Arrows Painted	4
Left Arrows Painted	15
Straight Arrows Painted	2
Stop (word)	5
Only (word)	8
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	One snow event <ul style="list-style-type: none"> • 17.5 yards of sand/salt applied
Rain Event/Flood Control	One Rain event <ul style="list-style-type: none"> • 412 drains cleared and 8 yards of material removed.
Wind	N/A



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: May 11, 2016

Time Requested: 15 Minutes

To: Regional Transportation Commission

From: Danny Rotter, City Engineer

Date Prepared: April 28, 2016

Subject Title: Project Status Report

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

List of Projects

- East/West Water Transmission Main Phase 2A-2
- Carson City Freeway Multi-Use Path
- Wide Crack Repair Project
- Empire Area ADA Sidewalk Improvements
- Flashing Yellow Arrow Intersection Improvement Project
- Airport Road Reconstruction
- College Parkway/Research Way Intersection Improvements
- City Wide Patching Project
- Micro/Cape Seal Curry Street and Lompa Lane
- Goni Road/Convair Drive
- Appion Way
- Lompa Lane and Curry Street Cape and Micro Seal
- Fifth Street loop at Riverview Park
- Traffic Line Markings (Long Line)



Carson City, Nevada 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: \$504,000

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 nearing completion.				



Carson City, Nevada 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: \$35,000



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$684,000
Status: At 60% design, working with NDOT on right-of-way and environmental matters.				



Carson City, Nevada 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	STREET MAINTENANCE	\$0	\$0	\$250,000
Status: Project awarded on 11/17/2015, work began on April 11 th , work completed on Arrowhead Drive, Emerson Drive, and Jefferson Drive area. Northridge Drive and Silver Oak area will be worked on next.				



Carson City, Nevada 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: \$17,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$265,000
Status: Bids have been opened and the project was awarded at the April RTC meeting. Construction is anticipated to begin in May.				



Carson City, Nevada Project Description Report

Project Name:	Flashing Yellow Arrow Intersection Improvement Project		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of flashing yellow arrows and other traffic signal modifications as well as the construction ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.		
Justification:	This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.		
Project Location:	The intersection of Winnie Lane and Carson Street	Project No: 031502	
Total Estimated Cost:	\$360,400	Project to Date Cost: \$82,500	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC		\$360,400	
Status: Design is complete and the project has been advertised for bids. Due to high bids, the scope of project is being reduced to the Winnie Lane and Carson Street intersection.				



Carson City, Nevada Project Description Report

Project Name:	Airport Road Reconstruction		
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive as well as the construction of all ADA-compliant infrastructure within the project area.		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements. This project is being implemented with RTC funds.		
Project Location:	Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive.	Project No: ST0008	
Total Estimated Cost:	\$200,000	Project to Date Cost: \$16,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$200,000	
Status: Design Complete, bids expected in May with the anticipation of a contract to be taken to the July RTC and construction to begin in August.				



Carson City, Nevada Project Description Report

Project Name:	College Parkway/Research Way Intersection Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of a traffic signal at the intersection of College Parkway and Research Way.		
Justification:	This project will significantly improve the safety and operations of the currently unsignalized intersection of College Parkway and Research Way. The level of traffic at this intersection has continued to increase with the opening of the College Parkway interchange with the Carson City Freeway and ensuing development on Research Way and its vicinity. The City will be responsible for half of the cost and the developer (Maverik) will fund the other half. Public Works staff will be designing the project.		
Project Location:	The intersection of College Parkway and Research Way.	Project No: 031601	
Total Estimated Cost:	\$475,000	Project to Date Cost: \$3,400	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC		\$475,000	
Status: In design, construction scheduled for June 2016.				




Carson City, Nevada Project Description Report

Project Name:	City Wide Patching			
Department Responsible:	Public Works			
Project Description:	Repair existing asphalt in locations throughout the City			
Justification:	Poor roadway conditions			
Project Location:	Throughout the City		Project No: ST010	
Total Estimated Cost:	\$265,000		Project to Date Cost: \$5,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$265,000	
Status: Received bids, awarding contract at May RTC for \$249,700, construction is anticipate to begin in May/June.				




Carson City, Nevada Project Description Report

Project Name:	Goni Road / Convair Drive		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Goni Road		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance.		
Project Location:	Goni Road, between Boeing Way and Kelvin Road Convair Drive, between Arrowhead Drive and Boeing Way	Project No: 031605	
Total Estimated Cost:	\$700,000	Project to Date Cost: \$20,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$	\$700,000	\$
Status: Currently out to bid with a bid opening of May 17 th .				



Carson City, Nevada Project Description Report

Project Name:	Appion Way		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Appion Way		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements.		
Project Location:	Appion Way, between Snyder Avenue and Bigelow Drive	Project No: 31607	
Total Estimated Cost:	\$500,000	Project to Date Cost: \$12,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$	\$500,000	\$
Status: 60% design				




Carson City, Nevada Project Description Report

Project Name:		Lompa Lane and Curry Street Cape and Micro Seal		
Department Responsible:		Public Works		
Project Description:		Applies a chip and slurry seal to roadway area. The project involves the use of 33,000 square yards of material.		
Justification:		The preventative maintenance will improve the current roadway condition and extend the life the roadway		
Project Location:		Loma Lane, between College Parkway and Carmine Street Curry Street, between Rhodes Street and Tenth Street	Project No: ST0011	
Total Estimated Cost:		\$175,000	Project to Date Cost: \$5,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$175,000	
Status: Received bids, awarding contract at the May RTC for \$147,407, construction to begin in June.				



Carson City, Nevada Project Description Report

Project Name:	Fifth Street Loop at Riverview Park		
Department Responsible:	Public Works		
Project Description:	Road and sidewalk improvements, includes two handicap spaces		
Justification:	Drainage has deteriorated existing road, improvements will improve drainage and will provide ADA compliant sidewalks		
Project Location:	Fifth Street Loop, east of Marsh Road	Project No: ST0012	
Total Estimated Cost:	\$86,000	Project to Date Cost: \$ 0.00	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance	\$0	\$110,000	\$0
Status: Received bids, contract amount is under the projects estimate at \$70,912, construction to begin in May.				



Carson City, Nevada 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	Street Maintenance	\$119,760	\$173,000	\$141,691
Status: Annual project.				