

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

Day: Wednesday **Date:** June 8, 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 June 6, 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:

3.A (**For Possible Action**) May 11, 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. 1516-142 "Goni Road and Convair Drive Roadway Reconstruction Project" for \$436,007, plus a 10% contingency amount of up to \$43,600.70 for a total not to exceed amount of \$479,607.70 to be funded from the RTC Fund as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Goni Road and Convair Drive Roadway Reconstruction Project. The project includes reconstructing Goni Road between Boeing and Kelvin as well as Convair Drive between Arrowhead and Boeing Way. Items of work include but are not limited to removing the existing roadway section, shouldering, grading drainage swales or ditches, adjusting utilities, and completing valley gutter and curb concrete improvements.

4.B (For Possible Action) To approve an interlocal agreement between Carson City and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for \$40,000 a year through June 30, 2018 for the purpose of technical assistance with the Carson City Pavement Management System.

Staff Summary: The proposed interlocal agreement allows Carson City to utilize services from the UNR Pavements/Materials Program to maintain the City's pavement software program. The software maintains an inventory of roadways and improvements, a performance model to predict pavement condition, and a rehabilitation program tailored to the specific needs and resources of the City.

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, July 13, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, June 2, 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, May 11, 2016, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski

Vice Chairperson Jim Smolenski Commissioner Mark Kimbrough Commissioner Jack Zenteno

STAFF: Darren Schulz, Public Works Department Director

> Patrick Pittenger, Transportation Manager Dirk Goering, Transportation Planner Jason Woodbury, District Attorney Kathleen King, Chief Deputy Clerk

A recording of these proceedings, the commission's agenda materials, and any written **NOTE:** 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.

- CALL TO ORDER AND DETERMINATION OF A QUORUM (4:47:55) Chairperson 1. Bonkowski called the meeting to order at 4:47 p.m. Ms. King called the roll; a quorum was present. Commissioner Crowell was absent.
- 2. **PUBLIC COMMENT** (4:49:15) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
- ACTION ON APPROVAL OF MINUTES April 13, 2016 (4:49:21) Chairperson Bonkowski entertained a motion. Vice Chairperson Smolenski moved to approve the minutes. Commissioner Kimbrough seconded the motion. Motion carried 4-0.

4. **PUBLIC MEETING ITEMS:**

4(A) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-130, "LOMPA LANE AND CURRY STREET IMPROVEMENTS," FOR \$134,007, PLUS A TEN PERCENT 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 (4:49:45) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger and Mr. Schulz responded to questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. Commissioner Kimbrough moved to determine that Sierra Nevada Construction. Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-130, "Lompa Lane and Curry Street Improvements," for \$134,007, plus a ten percent 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. Vice Chairperson Smolenski seconded the

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motion.

RESULT: Approved [4 - 0]

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(B) POSSIBLE ACTION TO DETERMINE THAT VEGA ASPHALT PAVING IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-124, "CITYWIDE ASPHALT PATCH REPAIR PROJECT," FOR \$227,000, PLUS A TEN PERCENT 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 THE FY 2016 BUDGET (4:57:28) -Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, responded to questions of clarification, and a brief discussion ensued. Chairperson Bonkowski entertained questions of the commissioners and, when none were forthcoming, public comment. When no public comment was forthcoming, Chairperson Bonkowski entertained amotion. Commissioner Zenteno moved to determine that Vega Asphalt Paving is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-124, "Citywide Asphalt Patch Repair Project," for \$227,000, plus a ten percent 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 the FY 2016 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]

MOVER: Commissioner Jack Zenteno SECOND: Vice Chair Jim Smolenski

AYES: Commissioner Zenteno, Vice Chair Smolenski, Commissioner Kimbrough, Chair Bonkowski

NAYS: None

ABSENT: Commissioner Robert Crowell

ABSTAIN: None

4(C) INFORMATIONAL OVERVIEW OF THE BUDGETS OF THE TRANSIT, CARSON AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO"), CARSON CITY REGIONAL TRANSPORTATION COMMISSION ("RTC"), AND STREET MAINTENANCE (5:02:57) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger and Mr. Schulz responded to questions of clarification throughout the presentation. Chairperson Bonkowski entertained public comment; however, none was forthcoming.

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4(D) 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 RELATED 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: AND A RECOMMENDATION AS TO WHETHER THE GROUP SHOULD CONTINUE TO MEET (5:23:18) - Chairperson Bonkowski introduced this item, and advised of having distributed typewritten notes to the commissioners and staff prior to the start of the meeting. Mr. Pittenger reviewed the agenda materials. Commissioner Kimbrough discussed the importance of meeting facilitation to ensure efficiency. He expressed support for the proposal, but pointed out that "it's an election year," and reiterated the suggestion to put "some more time and energy into organization." Vice Chairperson Smolenski expressed agreement with Commissioner Kimbrough's comments. Mr. Pittenger responded to questions of clarification. Chairperson Bonkowski discussed concerns regarding "another committee that has to be managed by City staff," and suggested handling it "very carefully." He expressed agreement with Commissioner Kimbrough's and Vice Chairperson Smolenski's comments, and acknowledged the value of 'having input to staff from the public and from certain stakeholders in town that have an interest in roads. But I also see the potential for this to be cumbersome, unwieldy, and to get out of control." Chairperson Bonkowski suggested implementing the advisory group "on a trial basis and we could approve the formation of this committee for a limited period of time ... from June 1st to December 31st. And by doing that, that would require an additional action by this commission to extend the committee next year if it's working properly and we're happy with the process." Mr. Pittenger agreed that the advisory group should not "be a permanent fixture." Mr. Schulz acknowledged the same.

Chairperson Bonkowski agreed with earlier comments that the meetings should be facilitated. He expressed the understanding that the advisory group would not be subject to the Open Meeting Law but would be a public meeting. Mr. Woodbury provided clarification. Discussion took place with regard to ensuring public access to the meetings. Chairperson Bonkowski read into the record the suggested stakeholders, as listed on the notes he distributed prior to the start of the meeting. Discussion followed.

Chairperson Bonkowski entertained public comment, and Mr. Pittenger read into the record email correspondence from Supervisors Bagwell and Shirk. Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, additional commissioner discussion or a motion. Commissioner Kimbrough suggested WNC as a possible meeting location, and a brief discussion followed.

Chairperson Bonkowski entertained a motion. Chairperson Bonkowski moved that staff form an advisory group to facilitate the informing and educating of the public regarding resources available for transportation projects in Carson City; staff will seek input from this group regarding prioritization of the use of available funds; this group will be in place from June 1 through December 31,2016; staffwill make every effort to include the stakeholder participation, as read into the record previously, as well as representation from all four wards of the public; staff will make every effort to implement a method of facilitation, possibly including Robert's Rules, and make every effort to find a facility to televise the meetings which will be open to the public, but if they cannot find a facility large enough and capable of televising, then the meetings will be filmed and the video will be posted to the City website. Commissioner Kimbrough seconded the motion. Chairperson Bonkowski

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entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT: Approved [4 - 0]

MOVER: Chairperson Brad Bonkowski SECOND: Commissioner Mark Kimbrough

AYES: Chairperson Bonkowski, Commissioners Kimbrough, Zenteno, Vice Chair Smolenski

NAYS: None

ABSENT: Commissioner Robert Crowell

ABSTAIN: None

- 5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS; FUTURE AGENDA ITEMS (5:47:21) Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the tentative agenda for the June commission meeting.
- **5(A) STREET OPERATIONS ACTIVITY REPORT** (5:49:39) Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Schulz responded to questions of clarification.
- **5(B) PROJECT STATUS REPORT** (5:51:30) Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. At Commissioner Kimbrough's request, Mr. Schulz provided a status report on the downtown project. Mr. Schulz and Mr. Pittenger responded to questions of clarification regarding other projects listed in the status report.
- **6. COMMISSIONER COMMENTS** (6:01:46) Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.
- **7. PUBLIC COMMENTS** (6:01:49) Chairperson Bonkowski entertained public comments; however, none were forthcoming.
- **8. ACTION ON ADJOURNMENT** (6:01:55) Commissioner Kimbrough moved to adjourn the meeting at 6:01 p.m. The meeting adjourned by mutual consent.

The Minutes	of the	May	11,	2016	Carson	City	Regional	Transportation	Commission	meeting	are	so
approved this		day of	f Jur	ne, 201	6.							

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission Meeting Date: June 8, 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. 1516-142 "Goni Road and Convair Drive Roadway Reconstruction Project" for \$436,007, plus a 10% contingency amount of up to \$43,600.70 for a total not to exceed amount of \$479,607.70 to be funded from the RTC Fund as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Goni Road and Convair Drive Roadway Reconstruction Project. The project includes reconstructing Goni Road between Boeing and Kelvin as well as Convair Drive between Arrowhead and Boeing Way. Items of work include but are not limited to removing the existing roadway section, shouldering, grading drainage swales or ditches, adjusting utilities, and completing valley gutter and curb concrete improvements.

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 1516-142 "Goni Road and Convair Drive Roadway Reconstruction Project" for \$436,007, plus a 10% contingency amount of up to \$43,600.70 for a total not to exceed amount of \$479,607.70 to be funded from the RTC Fund as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on April 20, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on April 20, 2016. The bids were opened at approximately 11:10 a.m. on May 18, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter; Sierra Nevada Construction, Tony Autino; Spanish Springs Construction, Tanner Hiatt; A & K Earth Movers, Alana Mills; Finance Department, 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
A & K Earth Movers

Total Bid \$436,007.00 \$518,000.00

NRS Chapter 338

(Vote Recorded By)

Applicable Statute, Code, Policy, Rule or Regulation

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

Financial Information Is there a fiscal impact? ✓ Yes ✓ No		
If yes, account name/number: RTC 250-3035-	431.70-40	
Is it currently budgeted? Yes No, \$7	50,000 to be budgeted in	n FY 2017
Explanation of Fiscal Impact: If approved the a	above referenced accoun	t may be decreased by as much
as \$479,607.70 in FY 2017		
<u>Alternatives</u> - N/A		
Supporting Material -Draft contract, Bid Tabulation Report		
Board Action Taken: Motion:	1)	Aye/Nay

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

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

Notice to Contractors Bid# 1516-142 Goni Road & Convair Drive Roadway Reconstruction Project

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

Description	Bidder # 1		Bidder #	2	Bidder #3			
							Spanish	Springs
			Sierra Nevada	Construction	A & K Ea	rth Movers		ction, Inc.
BONDING Provided, \$, %, or no	5%		5%		5	%		
BIDDER acknowledges receipt addendums			1	-		1		1
Description	Sched	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Value Value			Offit price	Total price	Offit price	Total price	Offit price	rotal price
Base Bid Items - Schedule A								
Mobilization, Demobilization, SWPPP and Clean								
up	1	LS	\$10,000.00	\$10,000.00	\$23,000.00	\$23,000.00	\$9,000.00	\$9,000.00
2 Traffic Control	1	LS	\$16,338.00	\$16,338.00	\$16,000.00	\$16,000.00	\$42,056.00	\$42,056.0
Over Excavation of Unsuitable Materials	3000	SF	\$1.50	\$4,500.00	\$3.75	\$11,250.00	\$2.00	\$6,000.00
Goni- Remove and Off-Haul Existing Asphalt								
and Material to Accommodate the New								
Pavement Section	66,000	SF	\$1.15	\$75,900.00		\$66,000.00	\$1.20	\$79,200.00
Goni- 8" Type 2 Agg Base	66,000	SF	\$0.75	\$49,500.00	\$0.95	\$62,700.00	\$0.90	\$59,400.00
Goni - 4" Type 2 Plantmix Pavement PG 64-28								
6 NV	66,000	SF	\$2.00	\$132,000.00		\$161,700.00	\$3.00	\$198,000.00
Goni - 4'x6' Storm Drain Structure	1	LS	\$7,000.00	\$7,000.00		\$20,573.00	\$10,000.00	\$10,000.00
Goni - Adjust Existing Valve Can to Grade	11	EA	\$980.00	\$10,780.00		\$13,750.00	\$600.00	\$6,600.00
Goni - Reset Existing Survey Monument	1	EA	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00	\$850.00	\$850.0
Goni-Adjust Existing Manhole Frame and Cover			# 4 000 00	47 000 00	0 4 000 00	# 0.000.00	#050.00	#5 400 0
to Grade	6	EA	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00		\$5,100.00
11 Goni - Shoulder Road and Re-Establish Ditch	1	LS	\$5,000.00	\$5,000.00	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00
Painted Pavement Marking 4" Solid White Line	4220	LF	\$0.40	\$1,688.00	\$0.70	\$2,954.00	\$0.55	\$2,321.00
Painted Pavement Marking 4" Double Solid	1220		ψ0.10	ψ1,000.00	ψ0.70	Ψ2,001.00	ψ0.00	Ψ2,021.00
Yellow Line	1970	LF	\$0.80	\$1,576.00	\$0.90	\$1,773.00	\$0.60	\$1,182.00
Convair - Remove and Off-Haul Existing	10.0		ψοιου	ψ.,σ.σ.σ	φο.σσ	\$1,110.00	ψ0.00	ψ.,.οΣ.ο.
Asphalt and Material to Accommodate the New								
14 Pavement Section	18,800	SF	\$1.15	\$21,620.00	\$1.40	\$26,320.00	\$1.05	\$19,740.00
Convair - 8" Type 2 Agg. Base	18,000	SF	\$1.50	\$27,000.00	\$1.25	\$22,500.00	\$0.90	\$16,200.00
Convair - 4" Type 2 Plantmix Pavement PG 64-			·	. ,	·			
16 28 NV	18,800	SF	\$2.50	\$47,000.00	\$2.35	\$44,180.00	\$3.00	\$56,400.00
Convair - PCC Valley gutter (6" Concrete on 6"								
17 Aggregate Base)	360	SF	\$16.00	\$5,760.00	\$18.00	\$6,480.00	\$17.50	\$6,300.00
Convair - 2' PCC Flat Curb on 6" Aggregate								
18 Base	85	LF	\$47.00	\$3,995.00	\$42.00	\$3,570.00	\$45.00	\$3,825.00
Convair - Shoulder Road and Re-Establish								
19 Ditch	1	LS	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$14,720.00	\$14,720.00
Convair - Adjust Existing Manhole Frame and								_
Cover to Grade	2	EA	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$900.00	\$1,800.00
Convair - Concrete Collars for existing DI's	1	LS	2000	\$2,000.00	1250	\$1,250.00	\$750.00	750
Total Bid Price (Schedule A)		\$436,007.00		\$518,000.00		\$554,444.00		
				* ***********************************		* 0.10,000.00		***************************************
Total Bid Price written in words? y/n	Υ		Y		Υ			
Bidder Information provided? y/n	Y		Y			<u>.</u> Y		
	5%, 1%, Other		<u> </u>			•		
Sub Contractors listed? y/n or none			5%, 1%, Other			, 1%		
Bid Document executed? y/n			Y			Y	,	Y

Title: Goni Road & Convair Drive Roadway Reconstruction Project

THIS CONTRACT made and entered into this 8th day of June, 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 $\underline{\hspace{0.5cm}}$) 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. 1516-142 titled Goni Road & Convair Drive Roadway Reconstruction 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.1516-142 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 C	Only
CCBL expires	
NVCL expires	
GL expires	
AL expires	
WC expires	

Title: Goni Road & Convair Drive Roadway Reconstruction Project

3. <u>CONTRACT TERM AND LIQUIDATED DAMAGES</u>:

- 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

Title: Goni Road & Convair Drive Roadway Reconstruction Project

5. COMPENSATION:

- 5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Thirty Six Thousand Seven Dollars and 00/100 (\$436,007.00).
- 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. <u>CONTRACT TERMINATION</u>:

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 <u>Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive</u>, cause reasons exist, and without prejudice to any other rights or remedies of CITY, CITY may terminate this Contract at any time after giving CONTRACTOR and CONTRACTOR'S Surety <u>seven (7) calendar days</u> written notice of default or breach and intent to terminate and CONTRACTOR'S subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, CITY may:
 - 6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;
 - 6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and
 - 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 <u>Time to Correct (Declared Default or Breach)</u>:

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

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

- 7.3.1 The higher of the Federal or local prevailing wage rates for CITY, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the CONTRACTOR shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the CITY for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by CONTRACTOR. CONTRACTOR shall ensure that a copy of CONTRACTOR'S and subcontractor's certified payrolls for each calendar week are received by CITY.
- 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 <u>additional accurate record</u> showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - (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 <u>weekly</u> to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.
- 7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

- 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 <u>Subsection 13.4</u> below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
 - 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
 - 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the

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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. <u>INDEPENDENT CONTRACTOR</u>:

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

15.22.4 Discovery period: Three (3) years after termination date of this Contract.	15.22.1	Minimum Limit required:
15.22.4 Discovery period: Three (3) years after termination date of this Contract.	15.22.2	One Million Dollars (\$1,000,000.00).
. , , ,	15.22.3	Retroactive date: Prior to commencement of the performance of this Contract.
45.00.5	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.	15.22.5	A certified copy of this policy may be required.

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15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

16. BUSINESS LICENSE:

- 16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 16.2 The Carson City business license shall continue in force until the 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

Title: Goni Road & Convair Drive Roadway Reconstruction Project

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

Title: Goni Road & Convair Drive Roadway Reconstruction Project

(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. <u>ALTERNATIVE DISPUTE RESOLUTION (Public Work)</u>:

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

Title: Goni Road & Convair Drive Roadway Reconstruction Project

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:

Title: Goni Road & Convair Drive Roadway Reconstruction Project

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 CITY'S LEGAL COUNSEL Chief Financial Officer Carson City District Attorney Attn: Laura Tadman, Purchasing & Contracts Administrator Purchasing and Contracts Department I have reviewed this Contract and approve 201 North Carson Street, Suite 3 as to its legal form. Carson City, Nevada 89701 Telephone: 775-283-7137 Fax: 775-887-2107 LTadman@carson.org By:___ Nancy Paulson, Chief Financial Officer Deputy District Attorney Dated Dated CITY'S ORIGINATING DEPARTMENT Funding Source: #250-3035-431.70-40 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 Dated:

Title: Goni Road & Convair Drive Roadway Reconstruction Project

CONTRACTOR
BY: Kevin Robertson

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.

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 thisday of	, 20
(Signature of Notary)	
(Notary Stamp)	

Title: Goni Road & Convair Drive Roadway Reconstruction Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 8, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-142** and titled **Goni Road & Convair Drive Roadway Reconstruction 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
ATTEST:	DATED this 8 th day of June, 2016.
SUSAN MERRIWETHER, CLERK-RECORDER	
DATED this 8 th day of June. 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 Neva and firmly bound unto Carson City, Nevada a consolidated munic CITY, for the sum of \$Dollars (state	cipality of the State of Nevada, hereinafter called
for the payment whereof CONTRACTOR and Surety bind themse successors and assigns, jointly and severally, firmly by these pre-	
WHEREAS, CONTRACTOR has by written agreeme CITY for BID # 1516-142 and titled Goni Road & Convair Driv with drawings and specifications prepared by CITY and which hereinafter referred to as the Contract.	e Roadway Reconstruction Project in accordance

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
- 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 # 1516-142 and titled	Goni Road & Co	onvair Drive Roadway Reconstruction Project
BY:		(Signature of Principal)
TITLE:		
FIRM:		
Address:		L.S.
City, State, Zip:		
Phone:		
Printed Name of Principal:	<u>.</u>	
Attest By:		(Signature of Notary)
Subscribed and Sworn before me this	day of	,20
Name of Surety:		
Address:		
City:		
State/Zip Code:		
Name:		
Title:		
Telephone:		
Surety's Acknowledgment:		
Bv:		

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 F	Principal, hereinafter called
CONTRACTOR, and	
corporation duly organized under the laws of the State of Nevada, as Sheld and firmly bound unto Carson City, Nevada a consolidated municicalled CITY, for the \$Dollars (state of Nevada and Firmly Bound unto Carson City, Nevada a consolidated municical called CITY, for the \$	pality of the State of Nevada, hereinafter
the payment whereof CONTRACTOR and Surety bind themselves, the successors and assigns, jointly and severally, firmly by these presents.	
WHEREAS, CONTRACTOR has by written agreement da CITY for BID #1516-142 and titled Goni Road & Convair Drivaccordance with drawings and specifications prepared by CITY and whereof, and is hereinafter referred to as the Contract.	ve Roadway Reconstruction Project in

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

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

Page: **C - 21**

LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1516-142 and titled Goni Road & Convair Drive Roadway Reconstruction 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	, 20
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	
Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
Ву:	

NOTICE:

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.

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 #1516-142

Goni Road and Convair Drive Roadway Reconstruction Project

Addendum No. 1

Please make the following additions/changes/clarifications to the above referenced project.

- The bid date has been delayed to May 18th at 11 am.
- Bid Item 15 on page BP 2 of the bid document is missing the scheduled value and unit. The scheduled value is to be 18,000 and unit is square feet.

+ eft

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 # 1516-142 , PWP # CC-2016-151 , for the Project Title: Goni Road and Convair Drive Roadway Reconstruction 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 25, 2016
Sierra Nevada Construction, Inc.
Principal
By: Kevin L. Robertson
Liberty Mutual Insurance Company
By: Lori Jones, Attorney-In-Fact

Exhibit A

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. 7099585

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

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 day of September 2015

rate, interest rate or residual value guarantees

currency

Not valid for mortgage, note, loan, letter of credit







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

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and day of September 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.

GA PAS ARY PU

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: Leresa 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-infact 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 period 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 day of NSTIP. 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

1906







Gregory W. Davenport, Assistant Secretary

BID PROPOSAL

BID # 1516-142

BID TITLE: "Goni Road & Convair Drive Roadway Reconstruction 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	Mobilization, Demobilization, SWPPP and Clean-Up	1	LS	10,000.00	10,000.00
2	Traffic Control	1	LS	16,338.00	16,338.00
3	Over Excavation of Unsuitable Materials	3000	SF	1.50	4,500.00
4	Goni –Remove and Off-Haul Existing Asphalt and Material to Accommodate the New Pavement Section	66,000	SF	1.15	75.900.00
5	Goni – 8" Type 2 Agg Base	66,000	SF	0.75	49.500.00
6	Goni – 4" Type 2 Plantmix Pavement PG 64-28 NV	66,000	SF	2.00	132.600.60
7	Goni – 4'x6' Storm Drain Structure	1	LS	7,000.00	7.000.00
8	Goni – Adjust Existing Valve Can to Grade	11	EA	980.00	10.780.00
9	Goni – Reset Existing Survey Monument	1	EΑ	1.250.00	1.250.00
10	Goni – Adjust Existing Manhole Frame and Cover to Grade	6	EA	1.200.00	7,200.00
11	Goni – Shoulder Road and Re-Establish Ditch	1	LS	5,600.00	5,000.00
12	Painted Pavement Marking 4" Solid White Line	4220	LF	0.40	1.688.00
13	Painted Pavement Marking 4" Double Solid Yellow Line	1970	LF	0.80	1.576.00
14	Convair – Remove and Off-Haul Existing Asphalt and Material to Accommodate the New Pavement Section	18,800	SF	1.15	21.620.00
15	Convair – 8" Type 2 Agg. Base	18,000	SF*	1.50	27,000.00
16	Convair – 4" Type 2 Plantmix Pavement PG 64-28 NV	18,800	SF	2.50 2.50	47.000.00
17	Convair - PCC Valley Gutter (6" Concrete on 6" Aggregate Base)	360	SF	16.00	5,760.00
18	Convair - 2' PCC Flat Curb on 6" Aggregate Base	85	LF	47.00	3,995.00
19	Convair – Shoulder Road and Re-	1	LS	3,500.00	3,500.00

BP.2	Total Bid Price Schedule A			436,007	00
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21	Convair - Concrete Collars for existing DI's	11	LS	2,000.00	2,000.00
20	Convair - Adjust Existing Manhole Frame and Cover to Grade	2	EA	1.200.00	2.400.00
	Establish Ditch				

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

Four hundred thirty six 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

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

BP.6 DISCLOSURE OF PRINCIPALS:

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

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions see attached	Years With Firm
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	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Project Management	2005	2004	
Fred Courrier	Vice President Estimating	2005	1985	
Mark Gordine	Vice President Business Development	2005	1990	
Alex Faust	Vice President Pavement Preservation	2002	2000	

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.

<u>Clients:</u> (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:
Ц	Amount of Contract:
	Scope of Work:
	Company Name 2):
	Contract Person:
	Mailing Address:
	City, State, Zip Code:
Ц	Complete Telephone Number:
Ц	E-Mail Address:
	Project Title:
Ц	Amount of Contract:
Ц	Scope of Work:
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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:

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Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,361.00 Highway Reconstruct	15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	103,233.00	4/30/2015	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquín	Benjamin Holt Drive Improvements	\$1,705,053.00 Street Reconstruct	2/27/2015	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
Regional Transportation Commission	RTC Plumas Street Pedestrian Improvements	\$318,685.00 Pedestrian Improvement	2/12/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurface	\$1,325,326,00 Street Reconstruct	1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program		1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal		1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Humboldt County	Humboldt County 2014 Street Resurfacing	\$412,111.00 Asphalt Maintenance	1/13/2015	Public Works	707-445-7245	1106 Second Street, Eureka CA 95501
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chin	_	12/31/2014	Sam Lomba	775-888-3040	310 Galetti Way, Brenkwood CA 34313
ake Tahoe	Harrison Avenue Streetscape	_	Т	Jim Merino		+
	Rocklin 2014 Resurfacing Project	-	П	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
E	Caltrans 03-3F8604 Grass Valley at Alta	\$454,345.00 Highway Reconstruct	12/3/2014	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00 Street Reconstruct	1	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
	INDO I QU-004-14 HQ South Parking Lot	\$108,738.00 Parking Lot Reconstruct	11/30/2014	Stephen Lani	209-274-3307	1205 S. Stewart St, Carson City, INV 69712
	Hisab Shroy Seal of Local Streets	\$102,002,00 Asphalt Maintenance	11/25/2014	Richard Seanor	707-463-6204	300 Seminary Ave Ilkiah CA 95482
a Sierra North	Arrowcreek 2014	52.0	11/15/2014	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
	Sacramento International Airport Taxiway Delta 3	\$392,695.00 Apron Paving & Reconstruction	11/14/2014		916-876-6313	9660 Ecology Lane, Sacramento CA 95827
	Sacramento International Airport Earhart Taxiway W	\$165,951.00 Apron Paving & Reconstruction	11/14/2014	Steve Cooke	916-876-6313	9660 Ecology Lane, Sacramento CA 95827
	Washoe County 2014-15 Slurry Seal	\$1,558,641.00 Asphalt Maintenance	11/7/2014	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
	WCSD Pavement Maintenance 2014 - Phase 2	\$109,049.00 Asphalt Maintenance	11/7/2014	Sary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
	Glenshire Drive Phase II	\$2,654,007.00 Street Reconst/Underground Utilities	11/1/2014	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161 ons Northeter Prive Northeter CA 96161
Northstar Community Services District	Northetar 2014 Highlands PRD #7	683 00 Stree	10/31/2014	Fric Martin	530-562-0747	rive Northst
_	San Joaquin Stury Seal 2013	\$681 713 001 Asphalt Maintenance	10/23/2014	lavna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
. Commission	RTC SR 445 Pyramid Hwy/Ironwood Project	587.00	10/20/2014	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
	Edgewood Phase 2 - SMC	\$1,375,385.00 Site Reconstruct	10/15/2014	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Reno Tahoe Airport - Landside Pavement	,710.00	10/15/2014	Fony Curatolo	775-328-6400	P.O. box 12490, Reno NV 89510
Confra Costa County	Contra Costa 2014 Slurry Seal	\$407,239.00 Asphalt Maintenance	2014	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Douglas County	Douglas County 2014 Road Seal	-	10/14/2014	Doug Johnson		P.O. Box 218, Minden, NV 89423
Lyon County	Lyon County 2014 Pavement Maintenance Project		9/30/2014	Kelly Garcia	775 738 7774	P.O. Box 1900, Keno, NV 89505
Nevada Denartment of Transportation	NDOT 02-004-14 Coldsprings Cattle Guards	\$228,421.00 Parking Lot Reconstruct	9/30/2014	Stephen I ani	775-687-3367	1263 S. Stewart St. Carson City. NV 89712
Lander County	Austin 2014 Road Maintenance	\$1,438,778,00 Asphalt Maintenance	9/30/2014	Cody Black	775-329-5559	20 Vine Street. Reno NV 89503
City of Roseville	Roseville 2014 Bike Trail Slurry Seal	\$173,360.00 Slurry Seal	9/19/2014	Kinney	916-774-5263	311 Vernon Street, Roseville CA 95678
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project I	\$127,390.00 Asphalt Maintenance	8/31/2014	Debra Kubin	707-472-5000	511 S. Orchard Ave., Ukiah CA 95482
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project II	\$117,982.00 Asphalt Maintenance	414	Debra Kubin	707-472-5001	512 S. Orchard Ave., Ukiah CA 95482
Washoe County School District	WCSD Pavement Maintenance 2014	\$721,007.00 Asphalt Maintenance		Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	8 2	8/12/2014	Dennis Strickland	775 280 1700	1/51 College Avenue, Elko, NV 89801
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$518 073 00 Street Reconstruct		Scott Gibson	775-335-1874	P.O. Box 30002 Reno NV 89520
Gerlach General Improvement District	Gerlach Sewer Main Replacement	8	014	Willey Courtney	775-851-4788	P.O. Box 209, gerlach NV 89412
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$304,554.00 Street, Curb & Gutter Reconstruct	014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	City of Sparks Rock Blvd. Sewer Crossing Replacement	_		Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 02-003-14 I-80 Truck Inn Cattle Guard	8	Ī	Stephen Lani	-3367	1263 S. Stewart St. Carson City, NV 89712
Depar	NDOT #3544 District II Maintenance Yard	\$616,652.00 Waterline/Backflow Upgrade	4/14/2014	I hor Dyson	175-687-3367	1263 S. Stewart St, Carson City, NV 89/12
Lity of Carson City	2013 Street Maintenance Program	\$700,463.00 Street Reconstruction	Ť	ouis Lani		
e Airport District	2013 Airfield Maintenance Program	\$1,830,928.00 Apron Paving & Reconstruction	11/30/2013 F	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee CA 96161
	2013 Road Seal and Overlay Project	\$439,561.00 Street Reconstruction/Overlay	10/31/2013 E		775-782-6201	P.O. Box 218, Minden, NV 89423
ounty	2013 Street Maintenance Program	\$3,289,708.00 Street Reconstruction	10/31/2013 F	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
	Genshire Drive bike Lane Town of Austin Water Systems	\$2,285,007.00 Street Reconstruction \$3,527,007.00 Rooster Pirm Station	10/1/2013	odd Landry	530-582-2904	9 5
rtment of Transportation	Caltrans 03-3F0304 I-80 Median	\$1,276,007.00 Dirtwork and Road Realignment	9/30/2013 F	lugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
portation Commission	Corrective Maintenance	\$1,373,007.00 Corrective Maintenance	30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
City of Sparks	2013 Prevenative Maintenance Program	Asphalt M	23/2013	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Regional Transportation Commission	Lakeside Drive Street Pres.	8 8	9/10/2013	scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
SMC Contracting Inc	Cautaris Asphait Rubber Sear Coat Stinar Bowl Academy	\$1,000,007,001 Asphalt Rubber Sear Coat \$1,100,000,001 Sitework/Sewer	31/2013	Ingo Topete	775-324-1800	1727 South Street Sacramento CA 95016
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	<u> </u>	2013	Boyd Ratliff	775-777-2700	1263 S. Stewart St. Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct		13	vez	25-5511	4081 Alvis Ct., Rocklin, NV 95677
Califonia Department of Transportation	Caltrans - Eldorado County	80.70	8/31/2013 F	П.	530-741-5504	1727 30th Street Sacramento CA 95816
City of Eliko Regional Transportation Commission	Sutro Street Rehab	\$244,553.00 Microsurfacing \$1.376,007.00 Street Reconstruct/Underground Utilitie	8/20/2013	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Gardnerville General Improvement District	2013 Street Rehab	\$677,007.00 Street Maintenance	8/20/2013	eff James	775-265-9688	Drive, Gardnerville NV
California Department of Transportation	Caltrans - Placerville	\$559,007.00 Pave and Microseal	8/15/2013 F	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Nevada Department of Transportation Nive County	New Well Facility and Transmission Main	\$88,007.00 Cattle Guard \$712 007 00 New Well Facility and Tranmission Ma	7/30/2013	David Fanning	775-482-3367	1263 S. Stewart St, Carson City, NV 89712 250 N. Hwy 160, Suite 2. Pahrimo, NV 89060
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Washoe County School District	Running Track Reconstruct	\$542,007.00 Running Track Reconstruct	7/20/2013	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
Regional Transportation Commission	2013 Preventive Crack & Maint.		6/30/2013	Scott Gibson	775-348-0400	No No
Nevada Department of Transportation	NDO I #3465 Virginia City RTC 2013 Preventive Maintenance Crack Seal	\$5,909,007,001 Street Reconstruction	5/13/2013	Scott Gibson	(775) 348-1253	1263 S. Stewart St, Carson City, NV 89/12 1105 Terminal Way, Ste 108, Reno, NV 89502
City of South Lake Tahoe	2012 Road Rehabilitation	\$3.277,163.00 Street Reconstruction	10/31/2012	Jim Merino	(530) 542-6027	ત
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$7,159,007.00 Street Reconstruction	10/19/2012	Jaret Montplaisier	(530) 682-5837	1727 - 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	S 00.	10/10/2012	Stacy Reid	(775) 246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	~16	8/31/2012	Michael Hollrigel	(530) 283-2492	1/2/ - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT 02-006-12 Cattle Guards	\$167 007 00 Street Reconstruction/Cattleguard	7/31/2012	Marlene Revera	(775) 843-8390	1263 S. Stewart St. Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	8	7/30/2012	Bob Schricker	(775) 827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Patching	8	7/15/2012	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
California Department of Transportation Reno/Snarks Convention Visitors Auth	Caltrans 03-4M3Z04 RT / 0 Micro Reno Snarks Livestock Events Center - RV Spaces	\$409.007.00 Street Reconstruction	6/30/2012	Bryan Jonnson	(530) 895-5245	1727 - 30th Street, Sacramento, CA 93816 1263 S. Stewart St. Carson City. NV 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	8	6/21/2012	Boyde Ratcliff	12	12
Eureka County	Eureka 2011 Street Maintenance	,324,007.00	6/15/2012	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Regional Transportation Commission	Robb & Sharlands Drive		5/1/2012	Blaine Peterson	775-335-1871	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT QA-007-12 Lakeview Drainage	-	4/30/2012	Steve Lannie	775 335 486-7050 1	1263 S. Stewart St. Carson City, NV 89712
Trickes Madeur Water Authority	TAMAA COD 114# H	\$1,044,007.00 Street Reconstruction	4/30/2012	Chris Striffart	775-834-8047	1355 Capital Rival Band NV 89502
Nevada Denartment of Transportation	NDOT 00-001-12 Parking Lot	\$195 007 00 Asphalt Maintenance	4/26/2012	Steve Lannie	(775) 888-7050	5) 888-7050 1263 S. Stewart St. Carson City. NV 89712
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1.026,553.00 Asphalt Maintenance	3/14/2012	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00 Street Reconstruction	3/12/2012	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	RTC Peckham Lane Rehabilitation	\$664,007.00 Street Reconstruction	2/23/2012	Warren Call	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50 Street Reconstruction	1/7/2012	Brenda Lee	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Cresent Valley Water Treatment Plant	\$1,548,007.00 Sitework/Piping	1/1/2012	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$3,586,007.00 Street Reconstruction	12/31/2011	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
City of Casson City	Carron City Street Maintenance 2011	\$1,503,007.00 Street Reconstruction	12/20/2011	Toff Sham	775) 887-2355	201 N. Carson Street Ste 3. Carson City, NV 89701
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$957,007,000 Street Reconstruction	11/18/2011	Ben Matye	(530) 550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$958,007.00 Street Reconstruction	11/15/2011	Boyde Ratcliff		1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00 Street Reconstruction	11/10/2011	Tim Crosby	587-5698	1727 - 30th Street, Sacramento, CA 95816
PAR Electrical	RTC TE Spot - Par Electrical	\$177,007.00 Street Reconstruction	10/31/2011	Shane Glen	$\overline{}$	1465 West 4th Street, Reno NV 89503
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00 Street Reconstruction	10/1/2011	Michele Dennis	3-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slumy	\$1,459,007.00 Chip Seal/Sturry Seal	9/30/2011	Gary Freid	775-577-5011	3390 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 00,248004 Rte 80 Coleville	\$1.186.007.00 Street Reconstruction	9/20/2011	laret Monthlaisier		1727 - 30th Street Sacramento CA 95816
City of South Lake Taboe	South Lake Tahoe Airort Phase 3	\$880 561 00 Apron Paying & Reconstruction	8/31/2011	Sherry Miller		1901 Airport Rd #100 South Lake Tahoe CA 96150
Valley Slurry Seal	RTC 2011 Preventative Maintenance - VSS	\$589,724.57 Asphalt Maintenance	8/26/2011	Allan Berger	0	P.O. Box 98331, West Sacramento CA 95798
City of Nevada City	Nevada City Paving and Reconstruction	\$399,351.00 Street Reconstruction	6/22/2011	William Falconi	-2469	
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00 Street Reconstruction	6/1/2011	Khalil Wilson	-8354	P.O. Box 1900, Reno, NV 89505
Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00 Sitework	6/1/2011	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
	Prison Hill Water Tank	\$1,237,007.00 Sitework/Tank/Piping	6/1/2011	Jeff Sharp	-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
	Luther Pass Pump Station Main Street Water & Sewer Reconstruct	\$2,027,007.00 Sitework/Piping/Sewer \$3,936,007.00 Water/Sewer/Road Reconstruction	12/1/2010	Ron Damele	1 10	10 S. Main Street, Eureka, NV 89316
Department of Transportation	NDOT #3285 I-80 Vista	\$8,593,007.00 Asphalt Grind and Pave	11/19/2010	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$1,179,007.00 Road Widening	10/31/2010	Jerome Tuholski	2-4305	
	Affonso Drive Reconstruction	\$852,014.00 Street Reconstruction	10/1/2010	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
E S	Reno Consolidated 10-02	\$1,658,007.00 Street Reconstruction	0102/1/01	Warren Call	775 348-01/1	1105 Terminal Way Ste 108, Reno, NV 89502
Trickee Meadows Water Authority	Massa Street Tank	\$1,403,007.00 Street Necolist action \$890 007.00 Street Mark/Pining	9/10/2010	lim Puccinelli	775-834-8000	1355 Canital Rivd Reno NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00 Street Reconstruction	8/27/2010	Toby Wong	916-617-4645	75
Eureka County	2010 ARRA Street Maintenance	\$398,007.00 Asphalt Maintenance	8/20/2010	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3E5604 Hwy 49	\$729,007.00 Street Reconstruction	8/20/2010	Mark DeMartini	530-265-9869	1727 30th Street, Sacramento, CA 95816
City of Alturas	Alturas Airport		8/15/2010	Chester Robertson	530-233-2512 760-648-7906	200 W North Street, Alturas, CA 96101
US Forest Service	Mount Watson Chip Seal	\$218.007.00 Chip Seal	8/13/2010	Alfredo Lansangan	505-842-3403	1323 Club Drive. Valleio. CA 94592
Regional Transportation Commission	S. Virginia/Kietzke Lane		6/30/2010	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
California Department of Transportation	Caltrans 02-1E8904 Blairsden	\$822,007.00 Street Reconstruction	6/1/2010	Ron Collins	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Street Maintenance 2009	\$4 248 007 00 Paving and Stury Seal	6/1/2010	Tom Young	775-237-5265	10.5 Main Street Fureka NV 89316
Pershing County School District	Pershina County Schools	\$529.007.00 Sitework	3/15/2010	Mike Mitchell	775-273-7819	1150 Eimhurst Ave, Lovelock, NV 89419
Eureka County	Eureka Water Tank	\$2,114,007.00 Sitework/Tank/Piping	12/31/2009	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00 Street Reconstruction	12/15/2009	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City breancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007,00 Asphalt Grind and Pave	11/30/2009	Andy Gust	916-869-6912	2/29 Prospect Park Circle, Rancho Cordova, CA 5580 Sierra Surrise Terrase Ste 100 Chico CA 11:
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$1,993,007,00 Asphalt Grind and Pave	11/1/2009	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Nye Kaunty	Gabbs Airport	\$113,007.00 Sitework	11/1/2009	Jim Clague	775-828-1622	555 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	Longley Lane Mill Streat Reconstruction	\$849,253.00 Street Reconstruction \$1.587.00 Street Reconstruction	11/1/2009	Brenda Lee Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Invo County Public Works	Mill Street neconsulation	\$1,307,007.00 Street Reconstruction \$766,007.00 Street Reconstruction	11/1/2009	John Schneider	760-878-0201	P.O. Drawer Q, Independence, CA 93526
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$383,007.00 Freeway Reconstruction	11/1/2009	Steve Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712

	SIERRA NEVADA CONST	NSTRUCTION, INC. STATEMENT OF EXPERIENCE	IENT OF	EXPER	IENCE	
Lander County	Battle Mountain Airport	\$228,007.00 Asphalt Maintenance	10/15/2009	Greg Riley	775-635-2885 315 S Hurr	775-635-2885 315 S Humboldt Street, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$9,088,007.00 Asphalt Grind and Pave	10/15/2009	Jim Killian	775-623-8070 1263 S. St	775-623-8070 1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00 Freeway Reconstruction	10/1/2009	Joe Blommer	760-872-0601 1727 - 30th	760-872-0601 1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00 Sitework/Tank/Piping	1/1/2009	Lowell Patton	775-784-9910 595 Silver	775-784-9910 595 Silver Lace Blvd., Fernley, NV 89408
City of Carson City	Clearview Drive Widening	\$813,007.00 Street Reconstruction	11/20/2008	John Platt	775-887-2355 3505 Butti	775-887-2355 3505 Butti Way Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruct	\$3,689,447.00 Street Reconst/Underground Utilities	11/7/2008	Darren Schulz	775-887-2355 3505 Butti	775-887-2355 3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	Wedekind Road	\$469,007.00 Street Reconstruction	10/31/2008	Michele Dennis	(775) 348-0171 1105 Term	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89520
Trammel Crow	West American Commerce Center	\$6,725,745.00 Sitework/Underground Utilities	10/31/2008	Odo Langowski	(775) 356-9121 6980 Sierra	(775) 356-9121 6980 Sierra Center Pkwy, Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381604 Milford	\$28,848,007.00 Shoulder Widening	10/15/2008	Chris Cummins	(530) 225-3280 1727 - 30tt	(530) 225-3280 1727 - 30th Street, Sacramento, CA 95816
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00 Sitework	10/10/2008	Steve Roehr	(801) 625-5605 4701 N. To	(801) 625-5605 4701 N. Torrey Pines Drive, Las Vegas, NV 89130
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$3,087,007.00 Sitework/Tank/Piping	10/1/2008	Jim Puccinelli	(775) 834-8056 1355 Capital Blvd., Reno, NV 89502	tal Blvd., Reno, NV 89502
City of Carson City	2008 Carson City Slurry	\$494,832.76 Slurry Seal	9/30/2008	John Platt	(775) 887-2355 3505 Butti	(775) 887-2355 (3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	RTC Mayberry	\$1,257,007.00 Street Reconstruction	9/30/2008	David Logan	(775) 348-0171 1105 Term	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Pyramid / LaPosada	\$6,767,690.75 Street Reconstruction	9/30/2008	Michele Dennis	(775) 348-0171 1105 Term	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Altos Parkway	\$1,824,007.00 Street Reconstruction	8/31/2008	Doug Maloy	(775) 348-0171 1105 Term	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89520
City of West Sacramento	Tower Bridge Gateway	\$4,329,007.00 Street Reconstruction	8/31/2008	Lenard LaChappile	(916) 617-4645 1110 W. C	Lenard LaChappile (916) 617-4645 1110 W. Capitol Ave, W. Sacramento CA 95691
Elko County Commissioners	Jiggs Road Chip Seal	\$414,007.00 Chip Seal	8/25/2008	Otis W. Tipton, III	(775) 738-5036 994 River Street, Elko, NV 89801	Street, Elko, NV 89801
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00 Sitework/Tank/Piping	8/1/2008	Jim Puccinelli	(775) 834-8056 1355 Capital Blvd., Reno, NV 89502	tal Blvd., Reno, NV 89502
California Department of Transportation	Caltrans #03-290904 Kings Beach	\$1,927,007.00 Drainage Improvements	5/1/2008	Tim Crosby	[(530) 587-5698 1727 - 30th	(530) 587-5698 1727 - 30th Street, Sacramento, CA 95816

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	President Title
Kevin L. Robertson Printed Name	May 17, 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.

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 Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, N	evada 89435
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work pavin	ization(partial), SWPP, excava g.shouldering, drainagesysten	ition(partial), grading, aggregate base, u(partial), rip rap, adjust utilities, traffic work(partial)
Name of Subcontractor	Address control, concrete fla	work(partial)
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		

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, Spark	s, Nevada 89435
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Mobili Description of work should CONCTO	zation(partial),SWPP, excavati lering, drainage system(partial) te flatwork(partial)	on(partial).grading.aggregate base, paving ,riprap.adjustutilities,traffic control,
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		

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		

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.



WORKERS EMPLOYED REPORT

Project Name:	Contract Number :	
General Contractor:		PWP#
Subcontractor:		Date:
Address at which payroll recor	Contract Number :	
Contact Person and Phone Nu	umber:	· · · · · · · · · · · · · · · · · · ·
Employee Name	Driver License Number or ID	Issuing State or Jurisdiction
	Card Number	
·		
		İ

Local Preference Affidavit

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

I,
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: May 17, 2016
Signed and sworn to (or affirmed) before me on this 17th day of May , 20 lb , by Kevin L. Robertson (name of person making statement). State of Nevada) State of Nevada) State of Nevada) State of Nevada Statement (name of person making statement). State of Nevada Statement (name of person making statement).
DARCIA A. CARPENTER Notary Public - State of Nevada Appointment Recorded in Washoe County No: 96-3487-2 - Expires August 1, 2019



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION STATUS: ACTIVE, IS INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET NEVADA CONTRACTOR") CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO. SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL NRS 338,1389, ATTACHED HERETO.

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

FOR MARGI GREIN, EXECUTIVE OFFICER

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

BP.14—ACKNOWLEDGMENT AND EXECUTION:		
STATE OF <u>Nevada</u>)		
COUNTY OF Washoe)		
I am the Bidder or authorized agent of the Bincludes, but is not limited to the following of Coordination, Instructions to Bidders, Bid B Sample Contract, Sample Performance Bot Special Conditions, Standard Specifications Report (if any), Contract Drawings, Permits conditions, and requirements thereof; that it materials except those specified to be furnise Road & Convair Drive Roadway Reconstitems necessary to complete the work to be Drawings, and Specifications annexed here	(Name of party signing this Bid Proposal), do depose and sa Bidder; and that I have read and agree to abide by this Bid which documents: Notice to Contractors, Table of Contents, Project Bond, Proposal Summary, Contract Award Instructions and Information, Sample Labor and Material Payment Bond, General Conditions, Prevailing Wage Rates, Technical Specifications, Geotechnical (if any), and any addenda issued and understands the terms, if his/her bid is accepted that he/she agrees to furnish and delive shed by the City (Owner) and to do and perform all work for the truction Project", contract number 1516-124, together with incide constructed in accordance with the Contract Documents, Contesto.	mation, ions, cal er all " Goni
BIDDER:	Market Delegation	
	Kevin L. Robertson	
TITLE:		
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 Bide	der)	
Signed and sworn (or affirmed) before me of Kenin L. Robertson	on this 17 ¹⁵ day of May , 20	01 <u>6,</u> by
(Signature of Notary) DARCIA A. CARPENTER Notary Public - State of Nevada Appointment Recorded in Washoe County No: 96-3487-2 - Expires August 1, 2019	(Notary Stamp)	



STAFF REPORT

Report To: The Carson City Regional Transportation Commission Meeting Date: June 8, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To approve an interlocal agreement between Carson City and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for \$40,000 a year through June 30, 2018 for the purpose of technical assistance with the Carson City Pavement Management System.

Staff Summary: The proposed interlocal agreement allows Carson City to utilize services from the UNR Pavements/Materials Program to maintain the City's pavement software program. The software maintains an inventory of roadways and improvements, a performance model to predict pavement condition, and a rehabilitation program tailored to the specific needs and resources of the City.

Agenda Action: Formal Action/Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve an interlocal agreement between Carson City and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for \$40,000 a year through June 30, 2018 for the purpose of technical assistance with the Carson City Pavement Management System.

Background/Issues & Analysis

The proposed agreement follows a similar agreement with UNR that developed the initial inventory, incorporated pavement condition data into the software, developed a performance model specific to the City, and provided technical assistance to Public Works staff. Staff recently met with UNR staff from the College of Engineering's Pavements/Materials Program (PMP) to discuss the implementation and maintenance of the City's pavement maintenance program. The proposed two-year agreement will provide for the continuous updating of the City's pavement management system and pavement performance models, will provide technical assistance, and will develop a regional pavement design guide.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information		
Is there a fiscal impact? ☐ Yes ☐ No		
If yes, account name/number: Regional Transporta	ation Commission Fund, profe	ssional services account
250-3035-431.03-09 (balance: \$172,048)		
Is it currently budgeted? ☐ Yes ☐ No		
Explanation of Fiscal Impact: If approved the above	e referenced account will be d	ecreased by up to \$80,000
over two years, with an annual cost of \$40,000.		
Alternatives - N/A Supporting Material - Draft contract		
Board Action Taken: Motion:	1)	Aye/Nay
(Vote Recorded By)		

Staff Report Page 2

INTERLOCAL AGREEMENT BETWEEN CARSON CITY

AND THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION obo THE UNIVERSITY OF NEVADA, RENO FOR THE PURPOSE OF TECHNICAL ASSISTANCE WITH THE CARSON CITY PAVEMENT MANAGEMENT SYSTEM

This Agreement made and entered into this ______ day of ______, 2016, by and between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, herein referred to as "CITY", and THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION obo the UNIVERSITY OF NEVADA, RENO, a political subdivision of the State of Nevada, herein referred to as "UNIVERSITY," and from time to time herein referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the CITY desires to obtain technical assistance from the UNIVERSITY for the purpose of developing a pavement maintenance and rehabilitation program, also referred to as a pavement management system; and

WHEREAS, the UNIVERSITY operates the Pavements/Materials Program (PMP) which is a nationally recognized teaching and research area in the College of Engineering; and

WHEREAS, the UNIVERSITY laboratory employs a fulltime research engineer with a strong background in both highway materials testing and electronics; and

WHEREAS, the CITY and the UNIVERSITY desire to enter into an agreement that is mutually beneficial to both entities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I - CITY AGREES

- 1. To remit payment to the UNIVERSITY in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) in each fiscal year of the two-year period described in Article III of this Agreement as the period of performance, for a total sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) in exchange for technical assistance with the CITY's pavement management system.
- 2. This is a fixed price agreement. The UNIVERSITY shall submit monthly invoices in equal amounts of Three Thousand Three Hundred Thirty Three Dollars and 33/100 (\$3,333.33). The CITY shall remit payment in satisfaction of the invoices submitted by the UNIVERSITY within thirty (30) days of receipt of each invoice. Invoices must be delivered to:

Carson City Public Works Department 3505 Butti Way Carson City, NV 89701

Personal checks remitted for payment must reference the appropriate University account number and be made payable to "Board of Regents, NSHE obo the University of Nevada, Reno" and must also be delivered to:

University of Nevada, Reno Controller's Office Mail Stop 124 Reno, NV 89557-0025

ARTICLE II – UNIVERSITY AGREES

- 1. To provide the services as described in Task A: "Update CCPW PMA and Revise Performance Models" and Task B: "Technical Assistance" as set forth in Attachment "A."
- 2. The person with primary responsibility for supervision of the performance of the Research on behalf of the UNIVERSITY will be Elie Hajj, PhD and the University hereby covenants that no other person may replace or serve as substitute for him in the supervisory responsibilities hereunder without the prior written approval of the City, which may be granted or withheld at the City's sole discretion.

ARTICLE III - IT IS MUTUALLY AGREED

- 1. The period of performance under this Agreement shall commence on July 1, 2016 and end on June 30, 2018, unless terminated earlier pursuant to the provisions below. Notwithstanding the foregoing, this Agreement shall not be effective until and unless approved by the appropriate official action of the governing body of the CITY. It is anticipated that all approvals will be obtained by July 1, 2016, but if such approvals are not obtained by said date, the City and the University may agree upon alternative dates for the period of performance. If alternative dates for the period of performance are agreed upon by and between the City and the University, such alternative dates must be made in writing and attached as an addendum to this Agreement,
- 2. Either the City or the University may terminate this Agreement without cause by providing to the other Party written notice not less than thirty (30) days before the termination. The City and the University agree to perform their respective duties hereunder until the date of termination.
- 3. All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by facsimile with simultaneous regular mail, or mailed via certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR CITY: Patrick Pittenger, Transportation Manager

City of Carson City 3505 Butti Way

Carson City, NV 89701 Phone: 775-283-7396 Fax: 775-887-2112

E-mail: ppittenger@carson.org

FOR UNIVERSITY: Ms. Charlene R. Hart, Director

Office of Sponsored Projects Administration

University of Nevada/325 Reno, Nevada 89557 Phone: 775-784-4040 Fax: 775-784-6680

E-mail: ospadmin@unr.edu

4. Failure of either the City or the University to perform any material obligation under this Agreement shall be deemed a breach. The non-breaching Party shall give written notice of the alleged breach and an opportunity to cure. If the breach is not cured within a reasonable time, the non-breaching Party may terminate this Agreement and exercise the rights and remedies available to it by law. In the event legal action is required to enforce the terms of this Agreement or to prevent its breach, then in addition to any other rights and remedies available to such Party at law or in equity, the prevailing Party to such action shall be entitled to a recovery of its reasonable attorney's fees and costs.

- 5. Neither the City or the University waives, and each intends to assert, available NRS Chapter 41 liability limitations in all cases.
- 6. The CITY and the University shall share ownership of any data generated as a result of the performance of the tasks under this Agreement. The CITY agrees that the UNIVERSITY may use data in publication of scholarly works or for internal research and educational purposes. This Agreement shall not be construed as to convey any rights to intellectual property independently conceived or reduced to practice or writing by the UNIVERSITY prior to entering into this Agreement and such property shall remain the sole and exclusive property of the UNIVERSITY and the CITY shall have no title or claim to such intellectual property.
- 7. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the independent right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.
- 8. The City and the University shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- 9. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the acts contemplated herein.
- 10. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada First Judicial District Court, Carson City, Nevada, for enforcement of this Agreement.
- 11. This Agreement constitutes the entire agreement of the Parties and as such is intended to be a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically

displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION obo UNIVERSITY OF NEVADA, RENO

By: Charlene R. Hart, Director, Office of Spe	onsored	_ Projects	
STATE OF NEVADA)) SS. RENO)			
This instrument was acknowledged Charlene R. Hart, Director, Pre-Award of the	before r Univer	me onsity of Nevada, Reno.	, 2016, by
NOTARY PUBLIC		_	
CARSON CITY:			
REVIEWED AND RECOMMENDED BY:			
Patrick Pittenger, AICP, PTP Transportation Manager	Date	_	
APPROVED FOR LEGALITY AND FORM:			
Carson City District Attorney	Date	_	
Brad Bonkowski, Chair		_ Date	
ATTEST:			
Sue Merriwether, Clerk-Recorder	Date	_	













COOPERATIVE TECHNICAL ASSISTANCE AGREEMENT FOR PAVEMENT TECHNOLOGY

Sponsor

Carson City Public Works 3505 Butti Way, Carson City, NV, 89701

Proposing Agency: Board of Regents, NSHE, obo University of Nevada, Reno

1664 N. Virginia St., Reno, Nevada 89557

Phone: 775-784-4040

Proposal Date: May 9, 2016

Administrative Officer: Ms. Charlene R. Hart, Director, Pre-Award

Office of Sponsored Projects Administration

University of Nevada/325

Reno, NV 89557

Phone: 775-784-4040 | Fax: 775-784-6680

E-mail: ospadmin@unr.edu

Proposed Contract Period: 24 months (July 1, 2016 – June 30, 2018)

Contract Amount: \$40,000/year for a 2-year total of \$80,000.





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COOPERATIVE TECHNICAL ASSISTANCE AGREEMENT FOR PAVEMENT TECHNOLOGY

INTRODUCTION

The pavement technology program is a bi-annual cooperative program between the Carson City Public Works (CCPW) and the Pavements/Materials Engineering Program (PMP) at the University of Nevada, Reno (UNR). The program is designed to work on issues that are critical to the design and construction of long lasting roads throughout Carson City.

The Pavements/Materials Engineering Program (PMP) in the Department of Civil and Environmental Engineering at the University of Nevada will provide the CCPW various analytical, research, development, and testing projects as may be determined by the CCPW, through consultation with PMP personnel to be necessary and/or desirable to improve the performance and durability of asphalt pavements in Carson City, Nevada. The following describes the accomplishments under the current agreement as well as the Tasks to be completed during July 1, 2016 – June 30, 2018 period. The total estimated cost for Task A and Task B under the 2016-2018 agreement is \$30,000/year. The estimated cost for Task C is \$10,000/year. The total estimated cost of the 2-year program is \$80,000.

Accomplishments under the Current Agreement

The current agreement was established on July 1, 2014 and will be completed on June 30, 2016. This agreement developed a pavement maintenance and rehabilitation program for CCPW using the PAVER software (1). Accordingly, the following major activities were accomplished that led into the implementation of the pavement management system (PMS) for CCPW:

- Identified, reviewed, and analyzed the existing CCPW pavement inventory in Cartegraph for the Carson City street system.
- Converted the existing CCPW pavement inventory to a format consistent with the format required by PAVER.
- Set up the PMS database for CCPW in the PAVER Software by creating the CCPW roadway network which consisted of 817 pavement branches and 2,950 sections.
- Collected and inputted the characteristics as well as past maintenance and work history data in PAVER in order to assess the pavement condition of the CCPW network.
- Developed, to the best possible, CCPW performance models to predict overall network pavement condition according to the available data.
- Developed a pavement preservation and rehabilitation program for CCPW according to
 the current yearly available budget and the future projected budget due to gas tax
 increase. The developed program will help CCPW to strategically select both the streets to
 receive treatment as well as the most appropriate treatment for each street in order to utilize
 the limited funding in the most efficient way possible.

- Conducted several budgeting and planning scenarios highlighting the impact of funding on the CCPW roadway system.
- Conducted several training sessions to CCPW engineering staff on the use of PAVER and how to properly conduct budgeting and planning.
- Prepared a final report summarizing the various activities that were completed as well as the findings and recommendations from the implementation process.

Tasks to Be Completed under the 2016-2018 Agreement

Task A: Update CCPW PMS and Revise Performance Models

The developed pavement preservation and rehabilitation program aim at providing CCPW with a tool to assist in planning roadway pavement improvements by properly matching the maintenance and/or rehabilitation activity with the pavement condition. The implementation of the developed program requires a continuous update of the PMS database with the new pavement distress survey data and the re-calibration of the developed performance models. Accurate pavement performance prediction plays an important role in both, prioritizing future maintenance and rehabilitation needs as well as predicting the future pavement condition of the CCPW roadway network.

In this task, the UNR-PMP researchers will receive and enter the collected pavement distress data by CCPW for the entire network into the PAVER database. Consequently, the CCPW pavement performance models will be revised and recalibrated based on the newly added distress data. In particular, this task will aim at enhancing the existing developed CCPW pavement performance model for polymer-modified asphalt binder sections. Since polymer-modified asphalt binder was implemented by CCPW around 2007, no pavement performance data were available for polymer-modified asphalt binder sections beyond the pavement age of six years. Accordingly, the pavement performance model for polymer-modified asphalt binder sections for CCPW was developed using data for unmodified asphalt binder sections with pavement age more than six years. While this constituted a best possible short-term solution, the full benefit of using polymer-modified asphalt binders is not being reflected during the budgeting and planning process for CCPW roadway network. Hence, stressing the continuous need and effort to update the developed pavement performance models.

Task B: Technical Assistance

The objective of this task is to provide technical assistance to CCPW on pavements/materials technical issues that may arise during the period of the 2016-2018 Agreement. In particular the UNR-PMP researchers will continue to support CCPW during the implementation phase of the developed pavement management system by conducting additional training sessions as needed and by offering help to operate and maintain PAVER.

Task C: Develop a Pavement Design Guide

The UNR-PMP researchers will develop a Pavement Design Guide for asphalt pavements that incorporates both the current AASHTO 1993 design method and the mechanistic-Empirical (M-E) method to be used on the CCPW road network. The Guide will incorporate the latest technologies in asphalt mixtures and pavements and will be customized to the local conditions encountered on the CCPW road network. The M-E design method incorporates the actual responses of the pavement structure under traffic loads into the structural design process. Using the updated AASHTO 1993 and M-E methods, CCPW will be able to customize the structural design of every pavement section to incorporate the latest technologies such as; polymer-modified asphalt mixtures, use of recycled asphalt pavements, and warm mix asphalt technologies.

This task will be completed under a joint effort among the Washoe Regional Transportation Commission (Washoe RTC), the Carson City Public Works, and the Douglas County Public Works. The goal is develop a common design guide for asphalt pavements that can effectively be implemented by all three agencies. The total cost for the development of the design guide over the 2-year period will be shared by the three agencies as follows: Washoe RTC-\$40,000, CCPW-\$20,000 and DCPW-\$20,000.

FACILITIES

The proposed research will be conducted at the Pavements/Materials Program (PMP) of the University of Nevada, Reno. The PMP is a nationally recognized teaching and research area in the College of Engineering. The Harry Reid Engineering Laboratory at UNR is a fifty thousand square foot facility which was officially opened during fall 1991. The PMP laboratory occupies parts of the first and second floors and is fully *accredited and certified by the AMRL* (http://www.amrl.net/amrlsitefinity/default/aap/r18labs.aspx). The laboratory employs a full-time research engineer with strong background in both highway materials testing and electronics. He is responsible for maintaining the AMRL accreditation requirements and for training other laboratory personnel. The current capabilities of the PMP laboratory in the area of asphalt binders and mixtures testing span over a wide range of testing procedures and equipment.

REFERENCES

1. U.S. Army Corps of Engineers (2014), Micro PAVERTM Version 7.0.4 [Computer Software] Illinois: U.S. Army Corps of Engineers Engineer Research and Development Center/Construction Engineering Research Laboratory.



Carson City Regional Transportation Commission Item for Commission Information

RTC Meeting Date: June 8, 2016

To: Regional Transportation Commission

From: Curtis Horton, Public Works Operations Chief

Date Prepared: May 31, 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 April 2016

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	308 blocks applied
Street Patching Operation	25.5 tons of asphalt installed
Pot Hole Repairs	47

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	Crown cleaning performed in Sixty-four trees.
Tree Removal	Six removed at 4139 Hillview Dr.
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,480 gallons of herbicide applied throughout the
	City's right of way.

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	26.25
Curb & Gutter Linear Feet	152
Sidewalk & Flat Work Sq/Ft	945
Wheel Chair Ramps	1

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc.	 Improved 100 feet of the drainage on Roland and Center. Reconstruct and armor with rock 1,200 feet of the roadside ditch on Goni from Avery to the south. Excavate and reshape 400 feet of the roadside ditch on Boeing in front of Basalite. Removed 400 feet of weeds and sagebrush from Faraday Cir and improved the roadside swale.
Shoulder Work on Asphalt Roads	400 feet on Faraday Cir.
Debris cleaned up	230 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	230 yards
Linear feet of pipe hydro flushed	272 feet and 20 yards of debris were removed.
Number of Drainage Inlets Cleaned	323 drains and 19.5 yards of debris removed.
Total sediment removed from system	349.5 yards

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	451
Yards of Material Picked Up	255.5 Yards
City Parking Lots Swept	N/A

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	24
Bins Hauled for Sweeping Operation	49
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 outside Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	25
Signs Replaced	28
Sign Post Replaced	5
Signs Replaced due to Graffiti Damage	0
Delineators	2
Cross Walks Painted	58
Stop Bars Painted	78
Yield Bars Painted	26
Right Arrows Painted	44
Left Arrows Painted	157
Straight Arrows Painted	28
Stop (word)	4
Only (word)	76
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

Storm Events	
ACTIVITES	COMMENTS
Snow and Ice Control	• N/A
Rain Event/Flood Control	One Rain event • 323 drains cleared and 19.5 yards of material
	removed.
Wind	N/A



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: June 8, 2016 Time Requested: 15 Minutes

To: Regional Transportation Commission

From: Danny Rotter, City Engineer

Date Prepared: May 31, 2016

Subject Title: Project Status Report

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

List of Projects

- 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 (Public/Private Partnership)
- City Wide Patching Project
- Goni Road/Convair Drive (Public/Private Partnership)
- Appion Way
- Lompa Lane and Curry Street Cape and Slurry Seal
- Fifth Street loop at Riverview Park
- Traffic Line Markings (Long Line)



Project Name:	Carson City Freeway Multi-Use Path	Common St. 15 Co
Department Responsible:	Public Works	why by Company of the
Project Description:	oject 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 existing path at Northridge Drive and the Linear Park Path to the sou	
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: 011501
Total Estimated Cost:	\$684,000	Project to Date Cost: \$39,596

	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 temporary construction easements and power relocation.					



Project Name:	Wide Crack Repair Project	
Department Responsible:	Public Works	Sher Oak Carson Hot Carson Eagle Valley Golf Course 800
Project Description:	The project consists of the repair of wide cracks throughout the city cracks with an asphalt mix and City crews will seal the new aspharepaired will be identified by City staff as well as those identified by meet the criteria.	It. Known cracks to be
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 No Fund Name FY 2013-14 FY 2014-15 FY 2015-16				
256	256 STREET MAINTENANCE \$0 \$250,000				

Status: Project awarded on 11/17/2015, work began on April 11th, work has been completed on Arrowhead Drive, Emerson Drive, Jefferson Drive area, and Silver Oak area. Northridge Drive will be worked on next.



Project Name:	Empire Area ADA Sidewalk Improvements		Park S S S S S S S S S S S S S S S S S S S
Department Responsible:	Public Works	2	Starton Dr. Year
Project Description:	The project consists of the reconstruction of sidewalk and the compliant curb ramps on Monte Rosa Drive between Woodside I Drive as well as curb ramps along Siskiyou Drive.	onstruction ADA- rrive and Stanton	Control Cont
Justification:	This project will enhance the connectivity of ADA-compliant sidewal the surrounding neighborhood. This project is being implemented (CDBG) funds, which are 100% reimbursable, and Federal Transit A to provide the minimum 20% match for the FTA funds, which are 80% to provide the minimum 20% match for the FTA funds.	vith a combination Communit dministration (FTA) funds. Th	y Development Block Grant
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: \$75,00	0

	Source of Funding				
Fund No	Fund No Fund Name FY 2013-14 FY 2014-15 FY 2015-16				
250	250 RTC \$0 \$265,000				
Status: Th	Status: The project was awarded at the April RTC meeting. Construction has begun and will continue through July.				



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 modifications as well as the construction ADA-compliant cuintersections of Winnie Lane and Carson Street and Roop Street are	urb ramps at the
Justification:	This project will enhance the safety and efficiency of traffic opera curb ramps at the project intersections. This project is being implementation.	
Project Location:	The intersection of Winnie Lane and Carson Street	Project No: 031502
Total Estimated Cost:	\$500,000	Project to Date Cost: \$82,500

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

Status: Design is complete and the project has been advertised for bids. The project has been re-advertised to include work at the intersections of Winnie and Carson and at the intersection of Roop and Robinson.



Project Name:	Airport Road Reconstruction		To the state of th
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of Airport Road from app south of US Highway 50 to Woodside Drive as well as the construction compliant infrastructure within the project area.		Workside Er 300 300 300 300 300 300 300 300 300 30
Justification:	The condition of this section of roadway is in need of repair beyon projects require improvements to meet ADA requirements. This project		
Project Location:	Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive.	Project No: ST000	08
Total Estimated Cost:	\$200,000	Project to Date Cos	st: \$16,000

Source of Funding					
Fund No	Fund No Fund Name FY 2014-15 FY 2015-16 FY 2016-17				
256 Street Maintenance \$200,000					
01 1			1 (1 () 1 L DTO 1		

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.



Project Name:	College Parkway/Research Way Intersection Improvements	Exercity No.	Cont. Kd
Department Responsible:	Public/Private partnership between Public Works and the develor Gas Station Extension	oper of the Maverik	E College Phy
Project Description:	The project consists of the installation of a traffic signal at the int Parkway and Research Way.	ersection of College	
Justification:	This project will significantly improve the safety and operations of and Research Way. The level of traffic at this intersection has con interchange with the Carson City Freeway and ensuing develop responsible for half of the cost and the developer (Maverik) will f project.	tinued to increase with the opening of the Coloment on Research Way and its vicinity. The	llege Parkway e City will be
Project Location:	The intersection of College Parkway and Research Way.	Project No: 031601	
Total Estimated Cost:	\$475,000 (Developer responsible for 50% of construction cost)	Project to Date Cost: \$3,400	

	Source of Funding							
Fund No	Fund No Fund Name FY 2014-15 FY 2015-16 FY 2016-17							
250	250 RTC \$475,000							
Status: De	Status: Design complete. Bids opened on June 6 th and construction is scheduled for June 2016.							



Project N	lame:	City Wide Patchi	ng		A A
Departme	nt Responsible:	Public Works			Arrowhead Dr. Carson Eagle Valley Sen
Project De	escription:	Repair existing asp	halt in locations throughout the City		Salver Oak Carson Hot City Airport Golf Course Springs Graves Ly New Empire Engire Ranch Golf Course Carson City Carson City Estimates Carson City Car
Justification	on:	Poor roadway cond	litions		
Project Lo	cation:	Throughout the Cit	У	Project No: ST010	0
Total Estir	mated Cost:	\$265,000		Project to Date Cos	st: \$5,000
			Source of Fund	ling	
Fund No	Fund Name	Name FY 2014-15 FY 2015-16		FY 2016-17	
256	Street Mainten	nance \$265,00			
Status: R	Received bids, av	varded contract at Ma	ay RTC for \$249,700, and constructi	on anticipated to start in June.	



Project Name:	Goni Road / Convair Drive	COST N STATE OF THE STATE OF TH
Department Responsible:	Public Works	Append 10 Append 20 Append
Project Description:	Reconstruction of Goni Road	a breakmandania Sayan Baj.
Justification:	The condition of this section of roadway is in need of repair beyond t	hat 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:	Public/Private Partnership \$575,000 (Approximately \$125,000 to be contributed by Cinderlite)	Project to Date Cost: \$30,000

	Source of Funding							
Fund No	Fund No Fund Name FY 2014-15 FY 2015-16 FY 2016-17							
250	RTC	\$		\$700,000				
Status: Bio	Status: Bids were opened on May 17 th . Contract award being presented to the RTC on June 8 th .							



Project Name:	Appion Way	1000 1 (1000) 1 (1000)
Department Responsible:	Public Works	The state of the s
Project Description:	Reconstruction of Appion Way	A Section of Contract of Contr
Justification:	The condition of this section of roadway is in need of repair projects require improvements to meet ADA requirements.	r beyond that of routine maintenance. Roadway reconstruction
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 No Fund Name FY 2014-15 FY 2015-16 FY 2016-17						
250	250 RTC \$ \$500,000						
Status: De	esian complete. Bid request posted	on May 19 th and contract award is r	lanned to be presented to the RTC	in July Construction anticipated in			

Status: Design complete. Bid request posted on May 19th and contract award is planned to be presented to the RTC in July. Construction anticipated in August.



Project Nan	ne:	Lompa Lane and	d Curry Street Cape and Slurry	Seal		Alexandron of the control of the con	the distribution of the state o
Department I	Responsible:	Public Works					Pow Parts
Project Desc	ription:	Applies a chip and 33,000 square yar	d slurry seal to roadway area. The ds of material.	project involves the us	e of	And the second s	THE STATE OF THE S
Justification:		The preventative r	maintenance will improve the curre	ent roadway condition a	nd extend the li	fe the roadway	
Project Loca	tion:		een College Parkway and Carmine een Rhodes Street and Tenth Stre		Project No: ST	0011	
Total Estima	ted Cost:	\$175,000			Project to Date	Cost: \$5,000	
			Source of Fu	nding			
Fund No F	und Name		FY 2014-15	FY 2015	-16	FY	2016-17
256	Street Maintena	ance			\$175,000		
Status: Red	eived bids, aw	arding contract at th	e May RTC for \$147,407, construc	ction to begin in June.			



Project Name:	Fifth Street Loop at Riverview Park	
Department Responsible:	Public Works	top top
Project Description:	Road and sidewalk improvements, includes two har	ndicap spaces
Justification:	Drainage has deteriorated existing road, improvement	ents 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	nd No Fund Name FY 2014-15 FY 2015-16 FY 2016-17						
256	256 Street Maintenance \$0 \$110,000 \$						

Status: Received bids, contract amount is under the projects estimate at \$70,912. Pre-construction meeting scheduled for June 8th with construction to follow.



Project N	Name:	Traffic Line Mar	kings (Long Line)		W. F. F. C.
Departme	ent Responsible:	Public Works			Arrowhead Dr Carson Saver Oak Carson Hot Cdy Arport Golf Course Saver Oak
Project De	escription:	Paint traffic line m	arkings.		Springs Grave Ly New Empire Empire Ranch Golf Course Carson City Citywide Project
Justification	on:	Safety of motoring	g/cycling public.		,
Project Lo	ocation:	Citywide		Project No:	3.0805
Total Esti	mated Cost:	\$120,000 (annual	(y)	Project to D	ate Cost: \$141,691
			Source of Funding		
Fund No	Fund Name		FY 2013-14	FY 2014-15	FY 2015-16
256	Street Maintena	ance	\$119,760	\$173,00	0 \$141,691
Status: A	nnual project.				