



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

Day: Wednesday
Date: March 8, 2017
Time: 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 March 6, 2017).

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) February 8, 2017 Draft Minutes

4. PUBLIC MEETING ITEM(S):

4.A (For Possible Action) To authorize Public Works to exercise a purchase option for a fixed route bus off of existing contract #1516-099 with Creative Bus Sales (Arboc), for a bid amount of \$316,399.00, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2017/2018 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for new 35-foot-long ADA compliant fixed route buses. The overall contract term is four years, with an option to purchase up to four additional buses during each of the three option years. However, the RTC was only obligated to purchase the two buses that were delivered last year under the initial order. Two more option years remain on the contract, and additional buses purchased under the option agreement would be brought back to the Commission for approval in a future fiscal year at a price to be determined at the time the option is exercised.

4.B (Information only) Notice of execution by Transportation Manager of long term contract with the State of Nevada acting by and through its Department of Health Care Financing and Policy (DHCFP) pertaining to partial reimbursement for transportation for eligible Medicaid recipients.

Staff Summary: At the November 9, 2016 meeting, staff requested that the Carson City RTC sign a 90-day extension of the original contract in order to provide staff with enough time to determine whether the continued relationship would result in a net benefit to the Carson City RTC. Additionally, staff requested the RTC to grant the Transportation Manager authority to sign the longer term contract being proposed by DHCFP if and when it was determined that there would be a clear benefit. After receiving reimbursement for the first quarter under the new format, staff has determined that a long term contract with DHCFP would be beneficial, and the Transportation Manager has since signed the long term contract.

4.C (For Possible Action) To authorize the Transportation Manager to execute an amendment to cooperative agreement P402-15-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Airport Road Project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 20% of the initial funding amount. As the agreement

is being presented to the RTC in draft form, the Transportation Manager will review any subsequent substantive modifications with the RTC chair prior to the execution.

Staff Summary: In December of 2016, the CAMPO Board formally agreed to allocate the 2018 annual Surface Transportation Block Grant (STBG) funding to Carson City. The improvement cost for Airport Road is approximately \$325,000 and is programmed with STBG funding that requires a 5% local match. The improvements to Airport Road are between Butti Way and Fifth Street.

4.D (Information Only) To provide RTC with information regarding two Transportation Alternatives Program (TAP) grant applications.

Staff Summary: Public Works staff is happy to announce the Nevada Department of Transportation (NDOT) has approved both of Carson City's TAP grant applications. The approval provides 95% federal funding for a \$750,000 multi-use path and \$789,474 for pedestrian and bicycle improvements on South Carson Street between Fairview Drive and Roland Street.

4.E (For Possible Action) To determine that Colbre Grading & Paving of NV, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-101 "Sonoma St. Reconstruction Project" for base bid of \$146,290.85, plus a 10% contingency amount of up to \$14,629.00 for a total not to exceed amount of \$160,919.85 to be funded from the Regional Transportation 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 Sonoma Street Reconstruction Project. The project consists of rebuilding the roadway of Sonoma Street between Saliman Dr. and Halleck Dr. as well as installing curb ramps and fixing other ADA issues along the roadway between Saliman Dr. and Halleck Dr.

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

- 5.A Project Status Report
- 5.B Future Agenda Items

6. BOARD COMMENTS (Information only):

Status reports and comments from the members of the RTC Board.

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, April 12, 2017, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, March 2, 2017, 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>

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the February 8, 2017 Meeting

Page 1

DRAFT

A regular meeting of the Carson City Regional Transportation Commission was scheduled for 4:30 p.m. on Wednesday, February 8, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada

PRESENT: Chairperson Brad Bonkowski
Vice Chairperson Jim Smolenski
Commissioner Lori Bagwell
Commissioner Jack Zenteno

STAFF: Patrick Pittenger, Transportation Manager
Dirk Goering, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Hailey Lang, Transportation Planner
Dan Yu, Deputy District Attorney
Kathleen King, Chief Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:28:32) - Chairperson Bonkowski called the meeting to order at 4:28 p.m. Ms. King called the roll; a quorum was present. Commissioner Kimbrough was absent.

2. PUBLIC COMMENT (4:29:30) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

3. ACTION ON APPROVAL OF MINUTES - January 11, 2017 (4:29:39) - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Bagwell moved to approve the minutes, as submitted. Vice Chairperson Smolenski seconded the motion. Motion carried 4-0.**

4. PUBLIC MEETING ITEMS:

4(A) POSSIBLE ACTION TO APPROVE ROUTE CHANGES FOR ROUTES 2A, 2B, AND 3 OF THE JUMP AROUND CARSON FIXED-ROUTE SERVICE (4:30:01) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Dollarhide and Mr. Pittenger responded to questions of clarification, and discussion ensued.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, additional discussion. Mr. Pittenger and Mr. Dollarhide responded to additional questions of clarification. Mr. Goering provided additional clarification regarding on-time performance, and discussion followed. Chairperson Bonkowski entertained a motion. **Commissioner Bagwell moved to approve route changes**

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the February 8, 2017 Meeting

for Routes 2A, 2B, and 3 of the Jump Around Carson fixed-route service. 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 Lori Bagwell
SECOND:	Vice Chair Jim Smolenski
AYES:	Commissioner Bagwell, Vice Chair Smolenski, Commissioner Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Mark Kimbrough
ABSTAIN:	None

4(B) POSSIBLE ACTION TO DIRECT STAFF TO PURSUE THE PROPOSED PAVEMENT PRESERVATION CAPITAL PROJECTS FOR FY 2017 / 18 (4:55:06) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Vice Chairperson Smolenski moved to direct staff to pursue the proposed pavement preservation capital projects for FY 2017 / 18. Commissioner Zenteno seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0]
MOVER:	Vice Chair Jim Smolenski
SECOND:	Commissioner Jack Zenteno
AYES:	Vice Chair Smolenski, Commissioners Zenteno, Bagwell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Mark Kimbrough
ABSTAIN:	None

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:

5(A) STREET OPERATIONS ACTIVITY REPORT (5:08:02) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger thanked City staff members and cooperative agencies for all their hard work, and responded to questions.

5(B) PROJECT STATUS REPORTS (5:10:05) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners; however, none were forthcoming.

5(C) FUTURE AGENDA ITEMS (5:14:29) - Mr. Pittenger reviewed the tentative agenda for the March commission meeting. Chairperson Bonkowski entertained suggested future agenda items from the commissioners; however, none were forthcoming.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the February 8, 2017 Meeting

Page 3

DRAFT

- 6. COMMISSIONER COMMENTS (5:17:09)** - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.
- 7. PUBLIC COMMENT (5:17:21)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
- 8. ACTION ON ADJOURNMENT (5:17:34)** - Commissioner Bagwell moved to adjourn the meeting at 5:17 p.m. Chairperson Bonkowski adjourned the meeting, and thanked everyone for their attendance and participation.

The Minutes of the February 8, 2017 Carson City Regional Transportation Commission meeting are so approved this _____ day of March, 2017.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: March 8, 2017

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To authorize Public Works to exercise a purchase option for a fixed route bus off of existing contract #1516-099 with Creative Bus Sales (Arboc), for a bid amount of \$316,399.00, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2017/2018 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for new 35-foot-long ADA compliant fixed route buses. The overall contract term is four years, with an option to purchase up to four additional buses during each of the three option years. However, the RTC was only obligated to purchase the two buses that were delivered last year under the initial order. Two more option years remain on the contract, and additional buses purchased under the option agreement would be brought back to the Commission for approval in a future fiscal year at a price to be determined at the time the option is exercised.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to authorize Public Works to exercise a purchase option for a fixed route bus off of existing contract #1516-099 with Creative Bus Sales (Arboc), for a bid amount of \$316,399.00, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2017/2018 budget.

Background/Issues & Analysis

Bid prices submitted for option years were based on buses with equipment identical to that of buses procured under the original purchase order. The difference in this price versus the price paid for the original two vehicles purchased under this contract is \$3,164, and represents an expected 1% increase in cost, consistent with the pricing schedule submitted with the original bid. Any minor changes made to the vehicle procured under the contract option could change the price listed above. Public Works expects to request minor changes to this vehicle which should result in a small net decrease in cost.

Staff recommends purchasing additional buses off of this contract as soon as funds are available in order to replace aging vehicles that place a strain on maintenance staff and Transit budget. New buses are needed to replace aging buses that have met their useful life, according to the Federal Transit Administration (FTA), and are now eligible for replacement. Even after this vehicle has been procured, a total of three additional fixed route buses in the JAC fleet will have met their useful life by the end of

the contract term. Options to replace these three buses will remain on the contract for another two years, and may be exercised by Public Works at any time over that span.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 225-3026-430.77-05

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the above referenced account could be decreased by at least \$316,399.00, which is comprised of \$268,939.15 in Federal Transit Administration (FTA) funds (85%), and \$47,459.85 in local funds (15%).

Alternatives

N/A

Supporting Material

Pricing Schedule from Attachment A of Contract #1516-099.

Board Action Taken:

Motion: _____

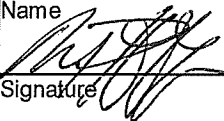
1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**Request for Proposals
PRICING SCHEDULE**

DATE: <u>3/11/16</u>	OPENING DATE: <u>3/14/16</u>
MAIL SEALED PROPOSALS TO: Carson City Purchasing & Contracts 201 N Carson Street Suite 3 Carson City, NV 89701	OPENING TIME: <u>2:00 PM</u>
ATTN: <u>Purchasing Department</u>	VENDOR MUST FILL IN AND SIGN: Creative Bus Sales, Inc. Name of Firm 14740 Ramona Ave Address Chino CA 91710 City- State - ZIP
DESTINATION OF GOODS: (If different from above)	Marcus Hoffman REP Authorized Name Title  3/11/16 Authorized Signature Date

The undersigned hereby offers the following costs for TWO (2) transit buses with option to purchase AND/OR assign additional transit buses over the next three years at the price stated herein in accordance with the specifications stated and on file in the office of the Purchasing and Contracts Administrator, which have been carefully examined and which are included in this solicitation. The price quoted is exclusive of Federal, State and Local taxes, and includes all delivery charges to the City and County of Carson City.

	MAKE AND MODEL	TENATIVE DATE OF DELIVERY	AMOUNT
<u>DIESEL</u>			
35' Low Floor :	<u>Arboc SOL</u>	<u>210 RO</u>	\$ <u>313,235.00</u> ea

PROPOSAL COST - SECOND YEAR

The undersigned hereby offers the following costs for ZERO to FOUR (0 - 4) transit buses with option to purchase AND/OR assign additional transit buses over the next two years at the price stated herein in accordance with the specifications stated and on file in the office of the Purchasing and Contracts Administrator, which have been carefully examined and which are included in this solicitation. The price quoted is exclusive of Federal, State and Local taxes, and includes all delivery charges to the City and County of Carson City.

****List base price only for other years- PPI will be determined for that year based on formula for Category wpu 1413 "Truck and Bus body***

	MAKE AND MODEL	TENATIVE DATE OF DELIVERY	AMOUNT
<u>DIESEL</u>			
35' Low Floor :	<u>Arboc SOL</u>	<u>210 RO</u>	\$ <u>316,399.00</u> ea

Attachment A – Technical Specifications

PROPOSAL COST - THIRD YEAR

The undersigned hereby offers the following costs for ZERO to FOUR (0 - 4) transit buses with option to purchase AND/OR assign additional transit buses over the next year at the price stated herein in accordance with the specifications stated and on file in the office of the Purchasing and Contracts Administrator, which have been carefully examined and which are included in this solicitation. The price quoted is exclusive of Federal, State and Local taxes, and includes all delivery charges to the City and County of Carson City.

****List base price only for other years- PPI will be determined for that year based on formula for Category wpu 1413 "Truck and Bus body***

	MAKE AND MODEL	TENATIVE DATE OF DELIVERY	AMOUNT
<u>DIESEL</u>			
35' Low Floor :	<u>Arboc SOL</u>	<u>210 RO</u>	<u>\$ 319,628.00</u> ea

PROPOSAL COST - FOURTH YEAR

The undersigned hereby offers the following costs for ZERO to FOUR (0 - 4) transit buses at the price stated herein in accordance with the specifications stated and on file in the office of the Purchasing and Contracts Administrator, which have been carefully examined and which are included in this solicitation. The price quoted is exclusive of Federal, State and Local taxes, and includes all delivery charges to the City and County of Carson City.

****List base price only for other years- PPI will be determined for that year based on formula for Category wpu 1413 "Truck and Bus body***

	MAKE AND MODEL	TENATIVE DATE OF DELIVERY	AMOUNT
<u>DIESEL</u>			
35' Low Floor :	<u>Arboc SOL</u>	<u>210 RO</u>	<u>\$ 322,923.00</u> ea



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: March 8, 2017

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: **(Information only)** Notice of execution by Transportation Manager of long term contract with the State of Nevada acting by and through its Department of Health Care Financing and Policy (DHCFP) pertaining to partial reimbursement for transportation for eligible Medicaid recipients.

Staff Summary: At the November 9, 2016 meeting, staff requested that the Carson City RTC sign a 90-day extension of the original contract in order to provide staff with enough time to determine whether the continued relationship would result in a net benefit to the Carson City RTC. Additionally, staff requested the RTC to grant the Transportation Manager authority to sign the longer term contract being proposed by DHCFP if and when it was determined that there would be a clear benefit. After receiving reimbursement for the first quarter under the new format, staff has determined that a long term contract with DHCFP would be beneficial, and the Transportation Manager has since signed the long term contract.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Previously, staff requested the Carson City RTC to sign a 90-day extension of the original contract in order to provide staff with enough time to determine whether the continued relationship would result in a net benefit to the Carson City RTC. DHCFP was, at the time, going through a transition with its new third party transportation broker, and it was unclear to staff whether the program would see increased value with the new contractor involved. Additionally, staff requested the RTC to grant the Transportation Manager authority to sign the longer term contract being proposed by DHCFP if and when it was determined that there would be a clear benefit.

Staff has determined that the continued relationship with DHCFP for the partial reimbursement of Medicaid trips on the JAC Assist service would result in a net benefit to the RTC. The reimbursement that was received during the extension period, equivalent to the trips provided during one quarter of the fiscal year, was higher than that of any other quarter's reimbursement over the previous two years. Overall, about one-quarter of all trips taken on JAC Assist are reimbursed as Medicaid eligible. Reimbursement through DHCFP results in a net "fare" of about \$6.00 per trip, while non-Medicaid eligible clients riding JAC Assist pay a \$2.00 fare per trip.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: DHCFP – Medicaid Services; 225-0000-331.18-03

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: The new contract uses the same method of reimbursement as the previous contract, and the budgeting projections reflect this.

Alternatives - N/A

Supporting Material

N/A



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: March 8, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To authorize the Transportation Manager to execute an amendment to cooperative agreement P402-15-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Airport Road Project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 20% of the initial funding amount. As the agreement is being presented to the RTC in draft form, the Transportation Manager will review any subsequent substantive modifications with the RTC chair prior to the execution.

Staff Summary: In December of 2016, the CAMPO Board formally agreed to allocate the 2018 annual Surface Transportation Block Grant (STBG) funding to Carson City. The improvement cost for Airport Road is approximately \$325,000 and is programmed with STBG funding that requires a 5% local match. The improvements to Airport Road are between Butti Way and Fifth Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to authorize the Transportation Manager to execute an amendment to cooperative agreement P402-15-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Airport Road Project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 20% of the initial funding amount. As the agreement is being presented to the RTC in draft form, the Transportation Manager will review any subsequent substantive modifications with the RTC chair prior to the execution.

Background/Issues & Analysis

The amendment authorizes Carson City for reimbursement through the Nevada Department of Transportation for work completed on Airport Road. The improvements to Airport Road include a mill and overlay pavement treatment, new sidewalks, and drainage improvements. The project is expected to be implemented as part of the freeway multi-use path project this year.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 250-3035-431.70-40

Is it currently budgeted? Yes No

If approved the RTC Fund for the 2017/2018 Fiscal Year will be reduced by \$16,250. The 2017/2018 Budget is under development. Sufficient funds are available to cover the local 5% match.

Alternatives - N/A

Supporting Material

- Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No. 2 to
Highway Agreement No. P402-15-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Carson City, acting by and through its Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on July 1, 2015, the parties entered into Agreement No. P402-15-063 that the City will design, adjust and/or relocate utilities, advertise, award and manage construction of a multi-use pathway; and

WHEREAS, on October 4, 2016, the parties entered into Amendment No. 1 to Agreement No. P402-15-063 to extend the termination date from December 31, 2017 to December 31, 2019, to amend the agreement to reflect a change in responsibility for utility relocation activities, to amend the agreement to reflect the change in right-of-way needs, and to amend the funding amounts for the project; and

WHEREAS, the CITY has requested to amend the scope of work as outlined in "Attachment A".

WHEREAS, the CITY has applied for additional funding and received federal Surface Transportation Block Grant Program (STBG 5K-200K) funds for the design and construction of additional work to be incorporated into this project; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR056-15-063; and

NOW, THEREFORE, the parties agree as follows:

- A. "Attachment A" is removed in its entirety and replaced with "Attachment A-1".
- B. Article I, Paragraph 3, is amended by deleting it in its entirety. and inserting in its place:
 - "3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) for the Multi-Use Path Improvements and to obligate Federal STBG 5K-200K funding for the PROJECT in a maximum amount of Three Hundred Eight Thousand Seven Hundred Fifty and No/100 (\$308,750.00) for the Airport Road Improvements.
- C. Article I, Paragraph 4, is amended by deleting it in its entirety. and inserting in its place:
 - "4. To establish two (2) Project Identification Numbers: (a) to obligate track all PROJECT costs associated with the Multi-Use Path Improvements using TAP funding (hereinafter "PIN 1"); and to (b) obligate and track PROJECT costs associated with the Airport Road Improvements using STBG 5K-200K funding (hereinafter "PIN 2").
- D. Article I, Paragraph 27, is amended by deleting it in its entirety. and inserting in its place:

“27. To reimburse the CITY, upon receipt of an invoice for ninety-five percent (95%) of eligible project costs: (a) under PIN 1 for work associated with the Mutli-Use Path Improvements; and (b) under PIN 2 for work associated with the Airport Road Improvements. Reimbursement shall be based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

E. Article II, Paragraph 26, is amended by deleting it in its entirety and inserting in its place:

“26. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of PROJECT costs: (a) under PIN 1 for work associated with the Multi-Use Path Improvements; and (b) under PIN 2 for work associated with the Airport Road Improvements. The final invoice must be submitted within ninety (90) calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.”

F. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

“5. The following is a summary of PROJECT costs and available funds:

Total estimated PROJECT costs:

PIN 1:

DEPARTMENT Preliminary Engineering Costs:	\$ 3,500.00
CITY Preliminary Engineering Costs:	\$ 58,000.00
DEPARTMENT Right-of-Way Costs:	\$ 2,500.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 55,000.00
CITY Construction Costs:	\$ <u>560,211.00</u>

Total estimated costs PIN 1: \$ 684,211.00

PIN 2:

DEPARTMENT Preliminary Engineering Costs:	\$ 2,000.00
CITY Preliminary Engineering Costs:	\$ 3,000.00

CITY Construction Engineering Costs:	\$ 18,000.00
CITY Construction Costs:	<u>\$ 302,000.00</u>
<u>Total estimated costs PIN 2:</u>	\$ 325,000.00
Available funding sources:	
PIN 1:	
Federal TAP Funds:	\$ 650,000.00
CITY Match Funds:	<u>\$ 34,211.00</u>
<u>Total Funding PIN 1:</u>	\$ 684,211.00
PIN 2:	
Federal STBG 5K-200K Funds:	\$ 308,750.00
CITY Match Funds:	<u>\$ 16,250.00</u>
<u>Total Funding PIN 2:</u>	\$ 325,000.00
<u>Total PROJECT funding:</u>	\$ 1,009,211.00”

- G. All of the other provisions of Agreement No. P402-15-063, dated July 1, 2015, and Amendment No. 1 to Agreement No. P402-15-063, dated October 4, 2016, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

Carson City Regional Transportation
Commission

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Patrick Pittenger, AICP, PTP
Transportation Manager

Director

Attest:

Approved as to Legality and Form:

Susan Merriwether, City Clerk

Deputy Attorney General

Attachment A-1

SCOPE OF WORK

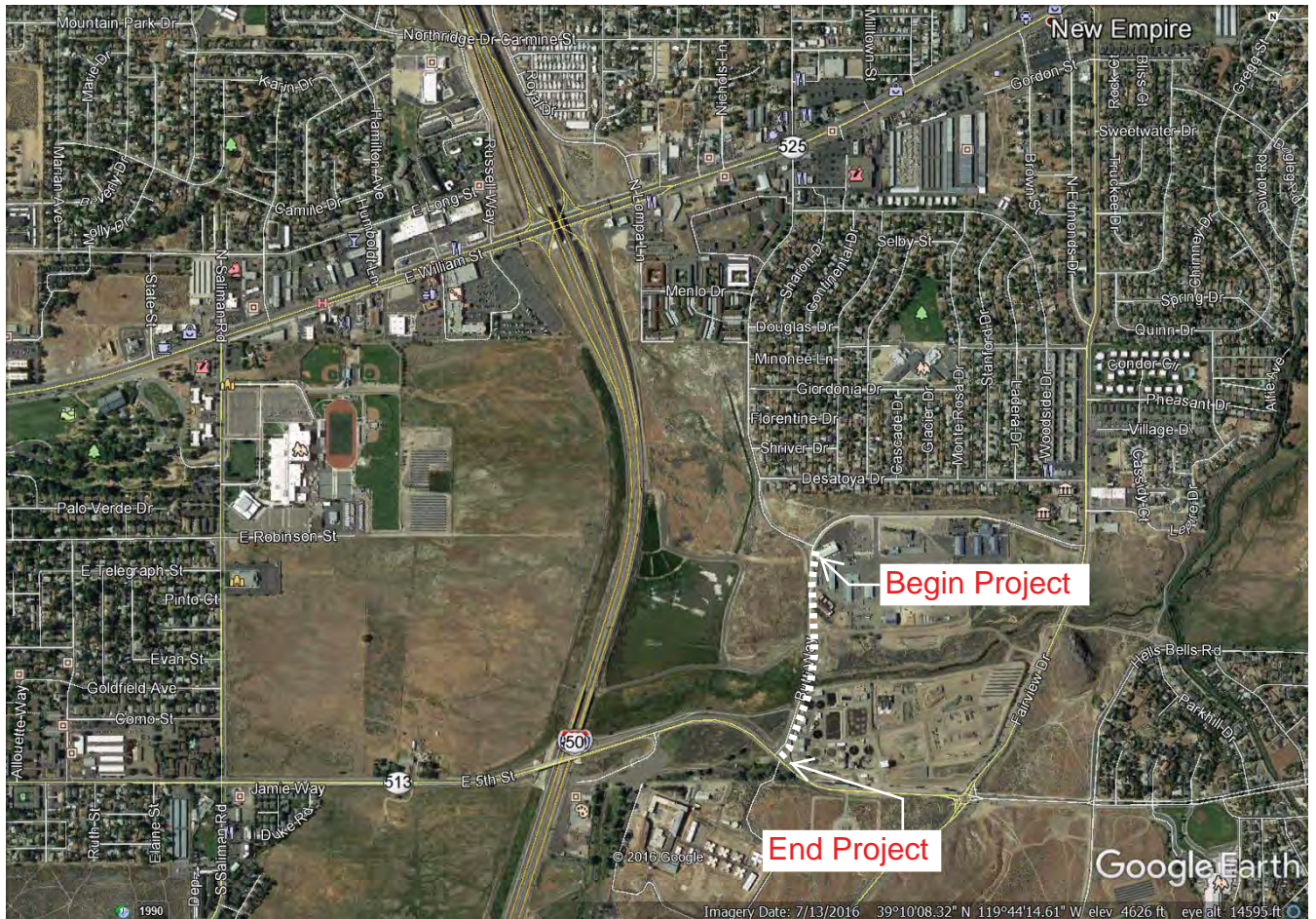
CARSON CITY FREEWAY MULTI-USE PATHWAY PROJECT

The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, revegetation and related improvements. The limits of the Project are east of IR-580 from Northridge Drive south to US Highway 50, then continuing east of IR-580 to East 5th Street as depicted on the drawing below.



AIRPORT ROAD IMPROVEMENTS

The project consists of improving a section of Airport Road from Butti Way south to East 5th Street. Airport Road improvements consists of curb/gutter, sidewalk, drainage systems, cold milling and asphalt concrete overlay. Project limits are shown are below.





STAFF REPORT

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

Meeting Date: March 8, 2017

Staff Contact: Hailey Lang, Transportation Planner

Agenda Title: (Information Only) To provide RTC with information regarding two Transportation Alternatives Program (TAP) grant applications.

Staff Summary: Public Works staff is happy to announce the Nevada Department of Transportation (NDOT) has approved both of Carson City's TAP grant applications. The approval provides 95% federal funding for a \$750,000 multi-use path and \$789,474 for pedestrian and bicycle improvements on South Carson Street between Fairview Drive and Roland Street.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

The next steps to these projects will include programming them into the Transportation Improvement Program, executing an agreement with NDOT for reimbursement, project design, and ultimately construction. The multi-use path was awarded a total of \$750,000, with 95% federal funding at \$712,500 and a 5% local match of \$37,500. The South Carson Street bicycle and pedestrian improvements was awarded a total of \$789,474 with 95% federal funding at \$750,000 and a 5% local match of \$39,474.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: TBD

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Sufficient funds are available to cover the local 5% match.

Alternatives

N/A

Supporting Material

N/A



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: March 8, 2017

Staff Contact: Darren Anderson, Project Manager

Agenda Title: (For Possible Action) To determine that Colbre Grading & Paving of NV, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-101 "Sonoma St. Reconstruction Project" for base bid of \$146,290.85, plus a 10% contingency amount of up to \$14,629.00 for a total not to exceed amount of \$160,919.85 to be funded from the Regional Transportation 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 Sonoma Street Reconstruction Project. The project consists of rebuilding the roadway of Sonoma Street between Saliman Dr. and Halleck Dr. as well as installing curb ramps and fixing other ADA issues along the roadway between Saliman Dr. and Halleck Dr.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Colbre Grading & Paving of NV, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-101 "Sonoma St. Reconstruction Project" for base bid of \$146,290.85, plus a 10% contingency amount of up to \$14,629.00 for a total not to exceed amount of \$160,919.85 to be funded from the Regional Transportation Fund as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on January 24, 2017 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on January 24, 2017. The bids were opened at approximately 11:10 a.m. on February 15, 2017 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter; Sierra Nevada Construction, Jess Schley; West Coast Paving, Pierra Ithurburu; Qualcon Contractors, Justin Wilson; Justin Wilson Construction, Cassie Crosby; Herbeck Engineering, Julie McGee; Colbre Grading & Paving, Kate Allen; Public Works Department, Alana Mills; Finance Department, and Laura Rader; Purchasing & Contracts.

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

Name of Bidder
Colbre Grading & Paving
Qualcon Contractors

Total Bid
\$146,290.85
\$169,240.00

West Coast Paving	\$174,372.00
Sierra Nevada Construction	\$192,007.00
Herbeck Engineering	\$192,776.00
MNW Construction	\$218,020.00
Justin Wilson Construction	\$284,180.00

Staff recommends award to Colbre Grading & Paving of NV, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RTC / 250-3035-431.70-40 (current balance \$1,223,354.90) Project No. 031701

Is it currently budgeted? Yes No

If approved the RTC Fund will be reduced by an amount not to exceed \$160,919.85

Alternatives - N/A

Supporting Material

-Draft contract, Bid Tabulation Report

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

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

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

Notice to Contractors Bid# 1617-101 Sonoma St. Reconstruction Project

Date and Time of Opening: February 15, 2017 @ 11:00p.m.

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Colbre		Qualcon		West Coast Paving		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums									
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-up	1	LS	\$11,688.00	\$11,688.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	Traffic Control	1	LS	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$3,091.00	\$3,091.00
3	Over Excavation of Unsuitable Materials	200	SF	\$4.00	\$800.00	\$10.00	\$2,000.00	\$15.00	\$3,000.00
4	Remove Existing Asphalt and Material to Accommodate the New Pavement Section	19600	SF	\$1.14	\$22,344.00	\$1.50	\$29,400.00	\$2.01	\$39,396.00
5	8" Type 2 Agg. Base	19,600	SF	\$1.31	\$25,676.00	\$1.50	\$29,400.00	\$1.50	\$29,400.00
6	4" Plantmix Pavement PG 74-28 NV With Lime	19,600	SF	\$2.21	\$43,316.00	\$2.40	\$47,040.00	\$2.50	\$49,000.00
7	Adjust Existing Valve Can to Grade	2	EA	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00
8	Adjust Existing Manhole Frame and Cover to Grade	2	EA	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00
9	PCC Pedestrian Ramp with Detectable Warning Plates	1050	SF	\$14.55	\$15,277.50	\$15.00	\$15,750.00	\$15.00	\$15,750.00
10	Type A PCC Sidewalk	140	SF	\$12.38	\$1,733.20	\$35.00	\$4,900.00	\$28.00	\$3,920.00
11	Type 1 PCC Curb and Gutter on 6" Aggregate Base	105	LF	\$37.03	\$3,888.15	\$40.00	\$4,200.00	\$61.00	\$6,405.00
12	PCC Driveway Apron Type 1	390	SF	\$15.05	\$5,869.50	\$20.00	\$7,800.00	\$16.50	\$6,435.00
13	PCC Driveway	450	SF	\$15.33	\$6,898.50	\$15.00	\$6,750.00	\$15.50	\$6,975.00
14	Permanent	1	LS	\$700.00	\$700.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Total Bid Price (Schedule A)					\$146,290.85		\$169,240.00		\$174,372.00
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				Y		Y		Y	
Bid Document executed? y/n				Y		Y		Y	

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

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

Notice to Contractors Bid# 1617-101 Sonoma St. Reconstruction Project

Date and Time of Opening: February 15, 2017 @ 11:00p.m.

Description			Bidder # 4		Bidder # 5		Bidder # 6		
			SNC		Herback		MNW		
BONDING Provided, \$, %, or no									
BIDDER acknowledges receipt addendums									
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-up	1	LS	\$15,000.00	\$15,000.00	\$22,500.00	\$22,500.00	\$24,000.00	\$24,000.00
2	Traffic Control	1	LS	\$10,107.00	\$10,107.00	\$20,000.00	\$20,000.00	\$28,600.00	\$28,600.00
3	Over Excavation of Unsuitable Materials	200	SF	\$7.00	\$1,400.00	\$16.00	\$3,200.00	\$3.50	\$700.00
4	Remove Existing Asphalt and Material to Accommodate the New Pavement Section	19600	SF	\$0.90	\$17,640.00	\$1.14	\$22,344.00	\$1.30	\$25,480.00
5	8" Type 2 Agg. Base	19,600	SF	\$1.50	\$29,400.00	\$1.14	\$22,344.00	\$1.25	\$24,500.00
6	4" Plantmix Pavement PG 74-28 NV With Lime	19,600	SF	\$2.65	\$51,940.00	\$2.68	\$52,528.00	\$3.20	\$62,720.00
7	Adjust Existing Valve Can to Grade	2	EA	\$1,500.00	\$3,000.00	\$650.00	\$1,300.00	\$1,000.00	\$2,000.00
8	Adjust Existing Manhole Frame and Cover to Grade	2	EA	\$1,500.00	\$3,000.00	\$715.00	\$1,430.00	\$2,500.00	\$5,000.00
9	PCC Pedestrian Ramp with Detectable Warning Plates	1050	SF	\$23.50	\$24,675.00	\$24.00	\$25,200.00	\$22.00	\$23,100.00
10	Type A PCC Sidewalk	140	SF	\$21.00	\$2,940.00	\$18.00	\$2,520.00	\$12.00	\$1,680.00
11	Type 1 PCC Curb and Gutter on 6" Aggregate Base	105	LF	\$80.00	\$8,400.00	\$46.00	\$4,830.00	\$50.00	\$5,250.00
12	PCC Driveway Apron Type 1	390	SF	\$27.00	\$10,530.00	\$14.00	\$5,460.00	\$16.00	\$6,240.00
13	PCC Driveway	450	SF	\$25.50	\$11,475.00	\$14.00	\$6,300.00	\$15.00	\$6,750.00
14	Permanent	1	LS	\$2,500.00	\$2,500.00	\$2,820.00	\$2,820.00	\$2,000.00	\$2,000.00
Total Bid Price (Schedule A)				\$192,007.00	\$192,776.000		\$218,020.000		
Total Bid Price written in words? y/n				Y	Y	Y	Y	Y	Y
Bidder Information provided? y/n				Y	Y	Y	Y	Y	Y
Sub Contractors listed? y/n or none				Y	Y	Y	Y	Y	Y
Bid Document executed? y/n				Y	Y	Y	Y	Y	Y

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1617-101 Sonoma St. Reconstruction Project

Date and Time of Opening: February 15, 2017 @ 11:00p.m.

Description			Bidder # 7					
			Justin Wilson Construction					
BONDING Provided, \$, %, or no			5%					
BIDDER acknowledges receipt addendums			Y					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-up	1	LS	\$12,000.00	\$12,000.00		\$0.00	\$0.00
2	Traffic Control	1	LS	\$17,000.00	\$17,000.00		\$0.00	\$0.00
3	Over Excavation of Unsuitable Materials	200	SF	\$30.00	\$6,000.00		\$0.00	\$0.00
4	Remove Existing Asphalt and Material to Accommodate the New Pavement Section	19600	SF	\$3.00	\$58,800.00		\$0.00	\$0.00
5	8" Type 2 Agg. Base	19,600	SF	\$3.25	\$63,700.00		\$0.00	\$0.00
6	4" Plantmix Pavement PG 74-28 NV With Lime	19,600	SF	\$3.75	\$73,500.00		\$0.00	\$0.00
7	Adjust Existing Valve Can to Grade	2	EA	\$300.00	\$600.00		\$0.00	\$0.00
8	Adjust Existing Manhole Frame and Cover to Grade	2	EA	\$300.00	\$600.00		\$0.00	\$0.00
9	PCC Pedestrian Ramp with Detectable Warning Plates	1050	SF	\$32.00	\$33,600.00		\$0.00	\$0.00
10	Type A PCC Sidewalk	140	SF	\$16.00	\$2,240.00		\$0.00	\$0.00
11	Type 1 PCC Curb and Gutter on 6" Aggregate Base	105	LF	\$40.00	\$4,200.00		\$0.00	\$0.00
12	PCC Driveway Apron Type 1	390	SF	\$11.00	\$4,290.00		\$0.00	\$0.00
13	PCC Driveway	450	SF	\$11.00	\$4,950.00		\$0.00	\$0.00
14	Permanent	1	LS	\$2,700.00	\$2,700.00		\$0.00	\$0.00
Total Bid Price (Schedule A)					\$284,180.00			
Total Bid Price written in words? y/n					Y			
Bidder Information provided? y/n					Y			
Sub Contractors listed? y/n or none					Y			
Bid Document executed? y/n					Y			

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

THIS CONTRACT is made and entered into this 8th day of March, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Colbre Grading & Paving of NV, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1617-101**, titled **Sonoma St. 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.1617-101 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.carsoncity.org/curentbids>.

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

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Clint Martin, Vice President
Colbre Grading & Paving of NV, Inc.
1528 US Hwy 395, N, Ste. 245
Gardnerville, NV 89410
775-265-7434
email: colbrepaving@hotmail.com

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

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7362 / FAX 775-887-2107
Lrader@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Forty Six Thousand Two Hundred Ninety Dollars and 85/100 (\$146,290.85).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY**

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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 under federal and Nevada law 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:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. 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 Underlying 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:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

required to waive subrogation against City with respect to any loss paid under the policy

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

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

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by 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.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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 (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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. 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

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2107
Lrader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contract

By: _____

Account #

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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

CONTRACTOR

BY: Clint Martin

TITLE: Vice President

FIRM: Colbre Grading & Paving, Inc.

CARSON CITY BUSINESS LICENSE #: 17-019500

NEVADA CONTRACTORS LICENSE #: 52639

Address: 1528 US Hwy 395 N, Ste.245

City: Gardnerville **State:** NV **Zip Code:** 89410

Telephone: 775-265-7434

E-mail Address: colbrepaving@hotmail.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 8, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1617-101** and titled Sonoma St. Reconstruction Project. Further, the Regional Transportation Commission authorizes the Chairperson of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 8th day of March, 2017.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 8th day of March, 2017.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-101

Title: Sonoma St. Reconstruction Project

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 _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ (state sum in Words) _____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1617-101** and titled **Sonoma St. Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1617-101** and titled **Sonoma St. Reconstruction Project** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

BID PROPOSAL

BOND No. 63072485

Exhibit A

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Colbre Grading & Paving of NV, Inc., as "Principal," and WESTERN SURETY 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 Amount 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 # _____, PWP # _____, for the Project Title: Sonoma Street 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: February 15, 2017

Colbre Grading & Paving of NV, Inc.
Principal
By: _____

WESTERN SURETY COMPANY
Surety
By: [Signature]

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63072485

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

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

Principal: Colbre Grading & Paving of Nv, Inc.

Obligee: City of Carson City

Amount: \$1,000,000.00

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

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

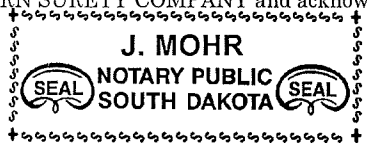
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 16th, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of February, 2017.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 15th day of February, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of February, 2017.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID PROPOSAL

BID # 1617-101

BID TITLE: "Sonoma St. 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 0 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	1	11,688.00
2	Traffic Control	1	LS	1	5,800.00
3	Over Excavation of Unsuitable Materials	200	SF	4.00	800.00
4	Remove Existing Asphalt and Material to Accommodate the New Pavement Section	19600	SF	1.14	22,344.00
5	8" Type 2 Agg. Base	19600	SF	1.31	25,676.00
6	4" Plantmix Pavement PG 74-28 NV With Lime	19600	SF	2.21	43,316.00
7	Adjust Existing Valve Can to Grade	2	EA	450.00	900.00
8	Adjust Existing Manhole Frame and Cover to Grade	2	EA	700.00	1,400.00
9	PCC Pedestrian Ramp with Detectable Warning Plates	1050	SF	14.55	15,277.50
10	Type A PCC Sidewalk	140	SF	12.38	1,733.20
11	Type 1 PCC Curb and Gutter on 6" Aggregate Base	105	LF	37.03	3,888.15
12	PCC Driveway Apron Type 1	390	SF	15.05	5,869.50
13	PCC Driveway	450	SF	15.33	6,898.50
14	Permanent Pavement Marking	1	LS	1	700.00
BP.2	Total Base Bid Price (Schedule A)				\$146,290.85

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

One Hundred Forty-Six Thousand Two Hundred Ninety and Eighty-Five Cents

BID PROPOSAL

BP.4 BIDDER INFORMATION:

Company Name:

Federal ID No.: 88-0494929
Mailing Address: 1528 US Hwy 395 N Ste 245
City, State, Zip Code: Gardnerville, NV 89410
Complete Telephone Number: 775-265-7434
Complete Fax Number: 775-265-7434
Fax Number including area code: 775-265-7434
E-mail: colbrepaving@hotmail.com

Contact Person / Title: Clint Martin, Vice President/Project Manager

Mailing Address: 1528 US Hwy 395 N Ste 245
City, State, Zip Code: Gardnerville, NV 89410
Complete Telephone Number: 775-265-7434
Complete Fax Number: 775-265-7434
E-mail Address: colbrepaving@hotmail.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number: 52639
License Classification(s): A16, A7, A8, A9, A11, A12, A13, A14, A18
Limitation(s) of License: \$1,000,000
Date Issued: 8/13/2001
Date of Expiration: 8/21/2018
Name of Licensee: Colbre Grading & Paving of NV, Inc.
Carson City Business License Number: 17-00019500
Date Issued: 12/12/2016
Date of Expiration: 12/31/2017
Name of Licensee: Colbre Grading & Paving of NV, Inc.

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Don Martin
Address: 1090 Azul Way
City, State, Zip Code: Gardnerville, NV 89460
Telephone Number: 775-720-2349
Owner 2) Name: Ruth Martin
Address: 1090 Azul Way
City, State, Zip Code: Gardnerville, NV 89460
Telephone Number: 775-720-2208
Other 1) Title: Vice President
Name Clint Martin
Other 2) Title: Vice President
Name: Julie McGee

Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: 4/2/2001
Name of Corporation: Colbre Grading & Paving of NV, Inc.
Mailing Address 1528 US Hwy 395 N Ste 245
City, State, Zip Code: Gardnerville, NV 89410
Telephone Number: 775-265-7434
President's Name: Donald Martin
Vice-President's Name: Clint Martin & Julie McGee
Other 1) Name & Title: Ruth Martin, Secretary/Treasurer

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Clint Martin	17

Title 1) Vice President/Project Manager

Name 2) Julie McGee	13
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Title 2) Vice President/Office Manager

Name 3)	
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Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

Company Name 1): Town of Gardnerville
Contract Person: Tom Dallaire
Mailing Address: 1407 Hwy 395 N.
City, State, Zip Code: Gardnerville, NV 89410
Complete Telephone Number: 775-782-7134
E-Mail Address: tdallaire@douglasnv.us
Project Title: Mill Street
Amount of Contract: \$74,886.00
Scope of Work: Road Construction
Company Name 2): Pinon Aero Center, LLC
Contract Person: John Carey
Mailing Address: 7335 Franktown Road
City, State, Zip Code: Washoe Valley, NV 89704
Complete Telephone Number: 805-732-5856
E-Mail Address: john@caretind.com
Project Title: Pinon Aero Center
Amount of Contract: \$500,000.00
Scope of Work: Road Construction

BID PROPOSAL

Company Name 3): Al Shankle Construction
Contract Person: Nick McGough
Mailing Address: 2248 Meridian Blvd
City, State, Zip Code: Minden, NV 89423
Complete Telephone Number: 775-782-4237
E-Mail Address: nick@alshankle.com
Project Title: Helicopter Parts International
Amount of Contract \$478,000.00
Scope of Work: Grading & Paving
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



 Signature of Authorized Certifying Official
 Julie McGee

 Printed Name

Vice President

 Title
 2/14/2017

 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
2015	1.08	0
2016	1.08	0

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.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 Colbre Grading & Paving	Address 1528 US Hwy 395 N Ste 245, Gardnerville, NV 89410	
Phone 775-265-7434	Nevada Contractor License # 52639	Limit of License \$1,000,000
Description of work Grading, Base, Paving, Striping , Adjusting of Utilities		
Name of Subcontractor Diversified Contractors	Address 59 Coney Island Dr, Sparks, NV 89431	
Phone 775-331-1411	Nevada Contractor License # 19007A	Limit of License Unlimited
Description of work Concrete		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors **exceeding one (1) percent of bid amount or \$50,000 whichever is greater.** This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor MST Surveying	Address 10650 Santa Fe Road, Reno, NV 89508	
Phone 775-544-7817	Nevada Contractor License # Professional Land Surveyor # PL\$	Limit of License 195176
Description of work Surveying		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

N/A

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

BID PROPOSAL

BP. 13

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(5), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspond with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Douglas) SS

I Julie McGee (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Sonoma St. Reconstruction Project", contract number **1617-101**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Julie McGee

TITLE: Office Manager

FIRM: Colbre Grading & Paving of NV, Inc.

Address: 1528 US Hwy 395 N Ste 245

City, State, Zip: Gardnerville, NV 89410

Telephone: 775-265-7434

Fax: 775-265-7434

E-mail Address: colbrepaving@hotmail.com

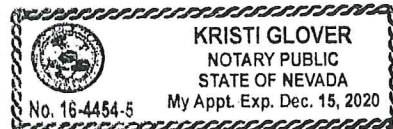
Julie McGee
(Signature of Bidder)

DATED: 2/13/17

Signed and sworn (or affirmed) before me on this 13th day of February, 2017, by Julie McGee

Kristi Glover
(Signature of Notary)

(Notary Stamp)





Carson City Regional Transportation Commission Request for Commission Information

RTC Meeting Date: March 8, 2017

Time Requested: 10 Minutes

To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: February 14, 2017
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information

List of Projects

- Blue Line ADA Sidewalk Improvements
- Carson City Freeway Multi-Use Path (Airport Road)
- Sierra Vista Lane Reconstruction
- Sonoma Street Reconstruction
- Silver Sage Reconstruction
- Pavement Preservation Projects on Portions of Arterial & Collector Streets

Blue Line ADA Sidewalk Improvements

Project Name: Blue Line ADA Sidewalk Improvements

Project Number: 031702

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017

Department: Public Works

Total Estimated Cost: \$90,000

Project to Date Cost: \$3,000

Project Description

The project consists of replacing sidewalk ramps at intersections along the historic Blue Line Path to ADA standards.

Justification

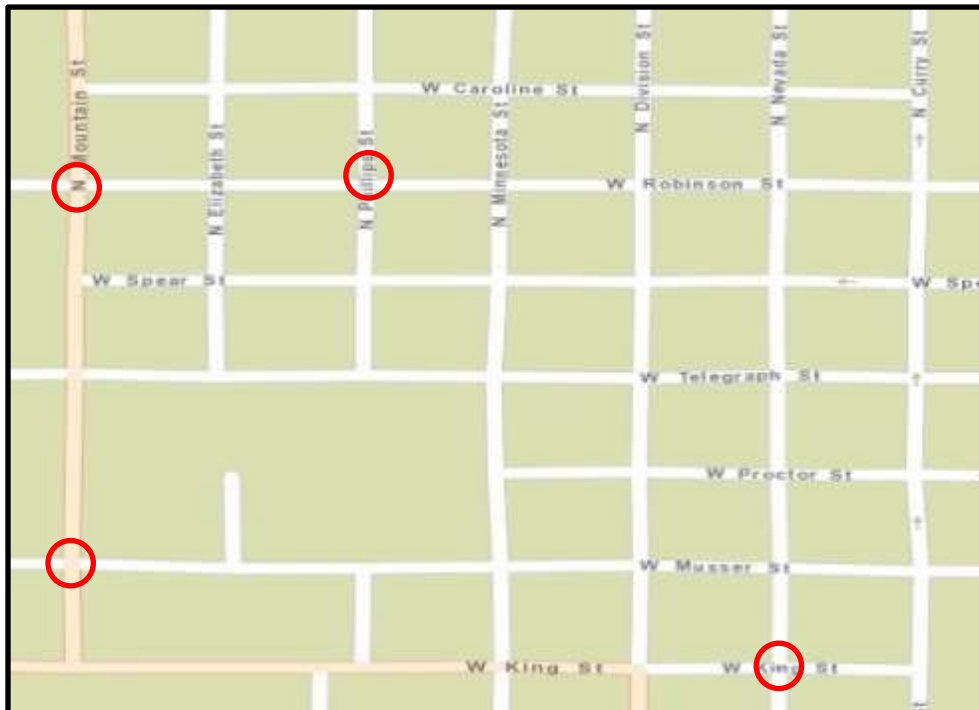
The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

Project Location

The following intersections will have improvements: Mountain St. and Robinson St, Musser St. and Mountain St, Phillips St. and Robinson St., and Nevada St. and King St.

Status

Project is out for quotes.



Carson City Freeway Multi-Use Path (Airport Road)

Project Name: Carson City Freeway Multi-Use Path (Airport Road)

Project Number: 011501

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017 (FY 2017-2018)

Department: Public Works

Total Estimated Cost: \$1,009,211

Project to Date Cost: \$49,835

Project Description

The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

Justification

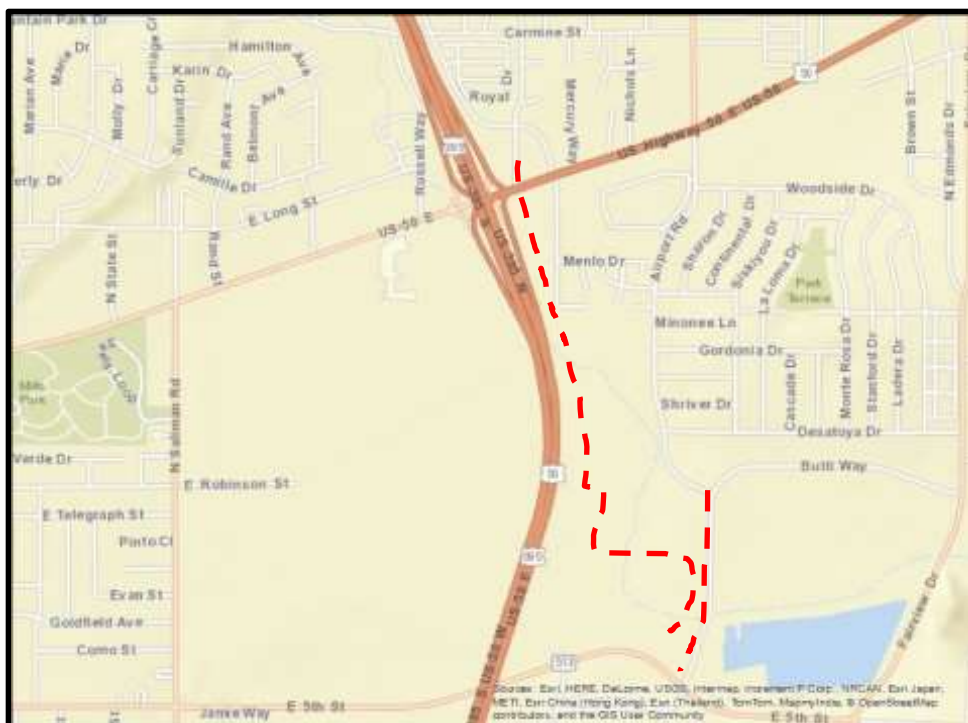
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

Status

Proceeding with 90% design, including the expansion for Airport Road.



Sierra Vista Lane Reconstruction Project

Project Name: Sierra Vista Lane Reconstruction
Project Number: TBD
Fund Number: 250
Fund Name: RTC (5% local match)
Source of Funding: FY 2016-2017 & FY 2017-2018
Department: Public Works
Total Estimated Cost: \$4,553,578
Project to Date Cost: \$50,000

Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving three trailhead-parking areas and will improve drainage facilities.

Justification

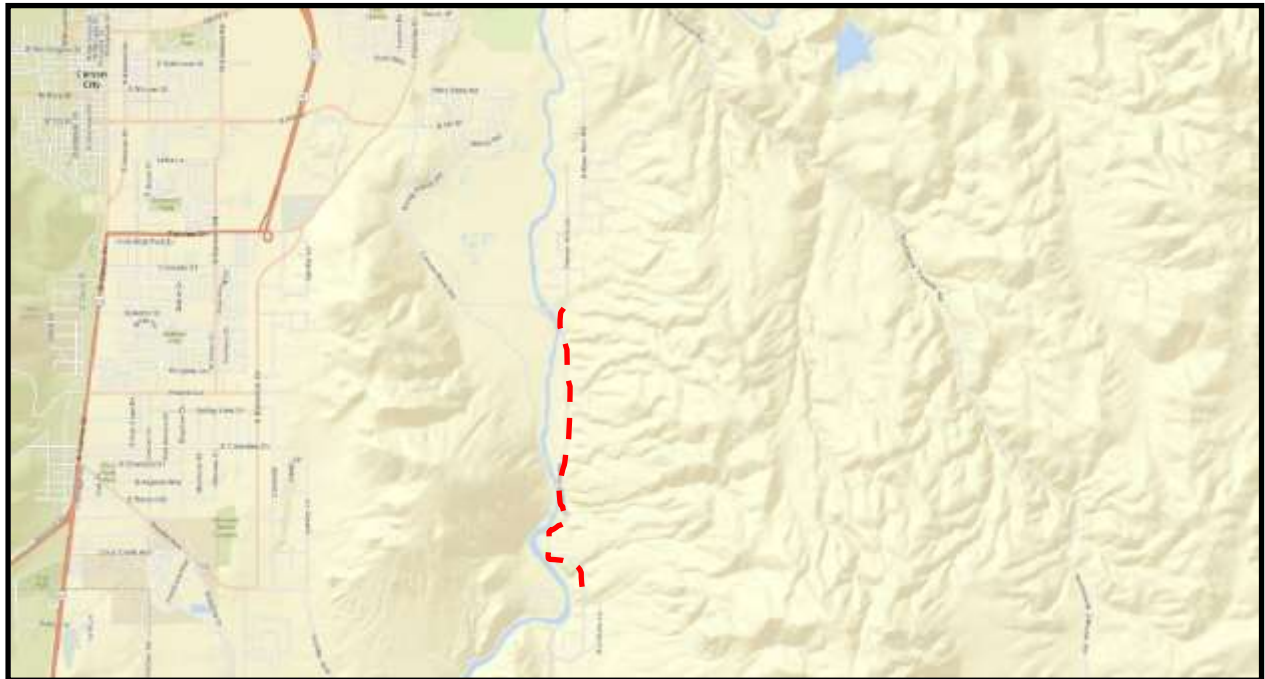
Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane

Status

At 30% design, City submitted comments. Presented to the Open Space Committee on February 27.



Sonoma Street Reconstruction Project

Project Name: Sonoma Street Reconstruction

Project Number: 031701

Fund Number: 250

Fund Name: RTC (5% local match)

Source of Funding: FY 2016-2017

Department: Public Works

Total Estimated Cost: \$200,000

Project to Date Cost: \$8,000

Project Description

The project consists of rebuilding Sonoma Street between Halleck Drive and Saliman Road as well as installing curb ramps and fixing ADA issues within the project limits.

Justification

Road is failing and needs to be rebuilt.

Project Location

Sonoma Street between Halleck Drive and Saliman Road.

Status

Opened bids, contract to be awarded at March RTC meeting.



Silver Sage Drive Reconstruction Project

Project Name: Silver Sage Drive

Project Number: TBD

Fund Number: TBD

Fund Name: RTC

Source of Funding: FY 2017-2018, 95% STBG/ 5% Local Match

Department: Public Works

Total Estimated Cost: \$748,000

Project to Date Cost: \$0

Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway

Justification

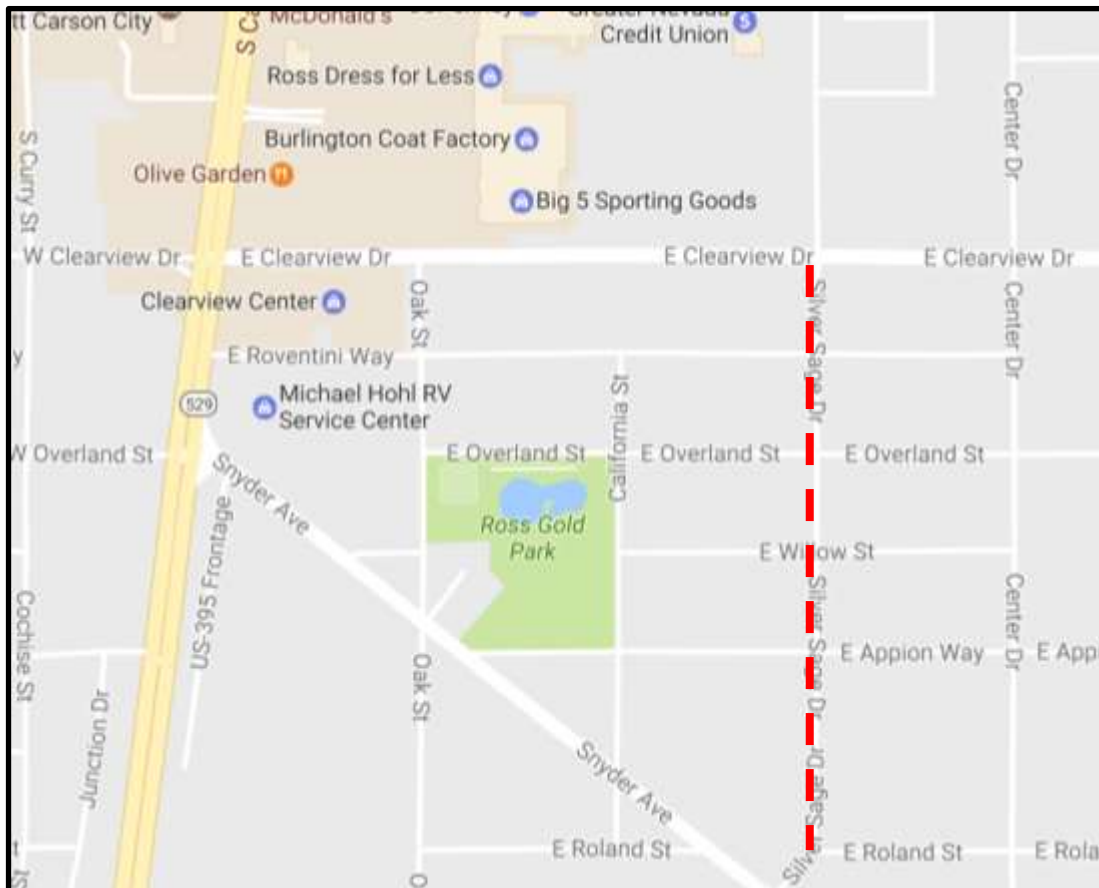
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway

Project Location

Silver Sage Drive between Clearview Drive and Roland Street

Status

Working to execute agreement with NDOT to authorize reimbursement



Pavement Preservation Projects on Portions of Arterial & Collector Streets

Project Name: Pavement Preservation Projects

Project Number: TBD

Fund Number: 250

Fund Name: RTC (5% local match)

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$1,400,000

Project to Date Cost: \$0

Project Description

Micro-surfacing, slurry seals, and a mill and overlay to occur on various roads in the City. Some will need ADA improvements depending on surface treatment for each roadway.

Justification

To prolong the life of major roadways

Project Location

11 roads throughout Carson City

Status

Starting design week of 2/27/2017

