



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

Day: Wednesday
Date: July 12, 2017
Time: Beginning at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or dgoering@carson.org, or call Dirk Goering at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Dirk Goering, Senior Transportation Planner, 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.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. 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.

3. 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.

4. 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.

5. APPROVAL OF MINUTES:

5.A (For Possible Action) June 14, 2017 Draft Minutes

6. PUBLIC MEETING ITEM(S):

6.A (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-151 “Carson City Pavement Preservation-Slurry Project” for a base bid of \$153,007.00, plus a 10% contingency amount of up to \$15,300.70 for a total not to exceed amount of \$168,307.70 to be funded from the RTC account as provided in the FY18 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to slurry seal multiple streets in Carson City. The project consists of completing a slurry seal on Airport Road between Highway 50 and College Parkway, on William Street between Carson Street and Minnesota Street, and on Stewart Street between South Carson Street and William Street.

6.B (For Possible Action) To direct staff to allocate Carson City’s 2018 share of Surface Transportation Block Grant (STBG) funds to the South Carson Street Complete Streets project.

Staff Summary: The Nevada Department of Transportation has set-aside federal STBG funds for the Carson Area Metropolitan Planning Organization (CAMPO). In 2016, CAMPO took formal action on a four-year funding schedule for the three member agencies.

6.C (Information only) Update on a contract with the State of Nevada, acting by and through its Department of Health Care Financing and Policy (DHCFP), pertaining to partial reimbursement of transportation services for eligible Medicaid recipients.

Staff Summary: At the November 9, 2016 meeting, the Carson City RTC signed a 90-day extension to the original contract to allow staff to evaluate future benefits. The RTC authorized the Transportation Manager to sign a longer term contract if benefits were identified. Based on first quarter reimbursements, staff has identified a fiscal benefit to signing a long term contract with DHCFP. Therefore, the Transportation Manager has signed a four year contract. Staff will continue to provide updates on this contract.

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

7.A Street Operations Activity Report

7.B Project Status Report

7.C Future Agenda Items

8. BOARD COMMENTS (Information only): Status reports and comments from the members of the RTC Board.

9. 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.

10. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, August 9, 2017, at the Sierra Room - Community Center, 851 East William Street.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations on Thursday, July 6, 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>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, June 14, 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 Mark Kimbrough
Commissioner Jack Zenteno

STAFF: Darren Schulz, Public Works Department Director
Patrick Pittenger, Transportation Manager
Dirk Goering, Senior Transportation Planner
Cortney Bloomer, Health Educator / Western Nevada Safe Routes to School Coordinator
J. Daniel Yu, Deputy District Attorney
Kathleen King, Chief Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:14:25) - Chairperson Bonkowski called the meeting to order at 5:14 p.m. Ms. King called the roll; a quorum was present.

2. AGENDA MANAGEMENT NOTICE (5:14:54) - Chairperson Bonkowski introduced this item, and entertained modifications to the agenda. At Mr. Pittenger's request, Chairperson Bonkowski modified the agenda to address items 6(B) and (C) prior to item 6(A). Chairperson Bonkowski entertained additional requests to modify the agenda and, when none were forthcoming, deemed the agenda adopted as amended.

3. DISCLOSURES (5:15:44) - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

4. PUBLIC COMMENT (5:15:54) - Chairperson Bonkowski advised that he would make a presentation, and invited Mr. Pittenger and Mr. Goering to join him at the podium. Chairperson Bonkowski advised that Mr. Pittenger would be resigning his position to go to work in Merced, California. Chairperson Bonkowski expressed appreciation for the opportunity to have worked with Mr. Pittenger, and commended the staff in the Transportation Division. Mr. Goering read into the record the language of a commemorative plaque which was presented to Mr. Pittenger. Chairperson Bonkowski also presented Mr. Pittenger with a gift certificate to Café at Adele's.

Chairperson Bonkowski entertained public comment. (5:17:51) NDOT Assistant Director of Planning Sondra Rosenberg expressed appreciation for the opportunity to have worked with Mr. Pittenger. Mr. Pittenger commended Ms. Rosenberg's leadership of the NDOT Planning Division.

(5:18:57) Ms. Bloomer expressed appreciation for Mr. Pittenger's assistance and support.

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(5:19:38) City Manager Nick Marano stated that Mr. Pittenger will be very difficult to replace. “You’re one in a handful of people who actually makes everything that people see here in Carson City ... all work. When I look back ... at the projects that ... you’ve had a hand in, every one of them has a common trend and the common trend is the execution and the planning of them was superb. Everything from infrastructure projects; the routine maintenance projects; if you look at the JAC System, ... not just in the infrastructure, in the technology, in the customer-centric phasing of the JAC System, ... you’ve done a lot and a lot of it’s cutting edge. ... you’re going to be hard to replace. A year and a half ago, if you remember, as we’re gearing up right now for the Carson City Offroad, a year and a half ago, at the City level it was not looking so good. I didn’t have anyone who was actually in charge of herding all the cats. I put you in charge of it. It was actually the best decision that I’ve made in three years here because ... the Carson City Offroad, from the City perspective, from the planning and execution phase, went off without a hitch. It has become ... and will become our signature event. It’s put Carson City on the map with a really important demographic. We’re going to see that this coming week so that event really is going to have your fingerprints on it for a long time. You’re going to leave behind here quite a legacy and I think you should be proud of it. You’re going to a great job. Talk about herding cats. You’re going to be herding some cats there with all those local governments but you’re ready for it and I think you’re going to be a great boss, you’re going to be a great chief executive. You’ve done a superb job here. The only thing that we could have done is get that fuel revenue indexing passed, but it wasn’t for lack of trying.” Mr. Marano wished Mr. Pittenger good luck.

The commissioners, City staff, and the citizens present applauded. Mr. Pittenger discussed the leadership experience he gained from working with Mr. Marano, Mr. Schulz, and the commissioners. He expressed appreciation for the opportunity to have worked in Carson City and for the wide variety of experiences and education.

(5:24:58) Commissioner Bagwell congratulated Mr. Pittenger. Commissioner Kimbrough commended Mr. Pittenger for his involvement in promoting Carson City as a bicycle community, for his willingness to involve the public at every level, for his “can do” attitude, and for ensuring Carson City “gets its fair share” of every possible funding opportunity. Chairperson Bonkowski echoed Commissioner Kimbrough’s comments, and commended Mr. Pittenger on the “exceptional job of bringing money into Carson City for road projects.”

Chairperson Bonkowski entertained additional public comment. (5:27:15) Doreen Mack, of Lofty Expressions and President of the Downtown 20 / 20 Group, commended Mr. Pittenger on his assistance in getting “the downtown parking.” Ms. Mack introduced Sam Flakus, and distributed to the commissioners and staff a conceptual rendering of a downtown arch, proposed for the corners of Fifth and Carson Streets and William and Carson Streets. Ms. Mack advised that Mr. Flakus designed the arch, that grant funding and a structural engineer are being sought, and that a presentation will be agendaized for a future commission meeting. (5:28:58) Mr. Flakus thanked Mr. Pittenger for his service and for all he helped to accomplish in Carson City. Chairperson Bonkowski entertained additional public comment; however, none was forthcoming.

5. ACTION ON APPROVAL OF MINUTES - May 10, 2017 (5:29:55) - Chairperson Bonkowski introduced this item, and entertained a motion. Commissioner Bagwell moved to approve the minutes, as presented. Vice Chairperson Smolenski seconded the motion. Motion carried 5-0.

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6. PUBLIC MEETING ITEMS:

6(A) POSSIBLE ACTION TO APPROVE THE SOUTH CARSON STREET COMPLETE STREETS STUDY (5:43:06) - Chairperson Bonkowski introduced this item. Mr. Goering introduced Devin Moore, of Kimley-Horn and Associates, Inc., and provided an overview of this item. Mr. Goering and Mr. Moore narrated a PowerPoint presentation which was displayed in the meeting room and copies of which were included in the agenda materials. Mr. Moore and Mr. Goering responded to questions of clarification, and discussion followed. In response to a comment, Mr. Pittenger reviewed available funding. Mr. Moore responded to additional questions of clarification.

Chairperson Bonkowski entertained public comment. (6:03:57) Randy Gaa expressed concern over “other alternatives for bicycle lane protection; namely ... the section from Fifth Street down to Fairview, if the solution is a buffer bike lane, possibly considering some type of physical barriers along the buffered bike lane. They have plastic bollards that seem to be relatively inexpensive in comparison to other solutions. The turtle shell-type bumps that they’ve used in some cities. And the other item that I wanted to be considered is I hadn’t heard anything about the reduction of the speed limit along that corridor.” Chairperson Bonkowski advised that the speed limit would be reduced to 35.

Chairperson Bonkowski entertained additional public comment; however, none was forthcoming. In response to a question, Mr. Yu advised that accepting the study rather than approving it would be appropriate. Chairperson Bonkowski entertained a motion. **Commissioner Bagwell moved to accept the South Carson Complete Streets Corridor Study. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [5 - 0]
MOVER:	Commissioner Lori Bagwell
SECOND:	Vice Chairperson Jim Smolenski
AYES:	Commissioner Bagwell, Vice Chair Smolenski, Commsrs. Kimbrough, Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	None
ABSTAIN:	None

6(B) POSSIBLE ACTION TO APPROVE COOPERATIVE AGREEMENT P207-17-016, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION, FOR 12 BATTERY BACKUP SYSTEMS AND 239 RETRO-REFLECTIVE BACK PLATES, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS OR CHANGE IN THE VALUE OF FUNDING, UP TO 20% OF THE INITIAL FUNDING AMOUNT (5:30:23) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. In response to a question, Public Works Operations Manager James Jacklett explained that the new Spooner Junction will have a battery backup system as part of the new project. “We also have a couple other signals, including the Research Way signal, that have a battery backup. We’ve been putting them in. We have another 13 that we’re ... in the process of installing right now. We have a ranking of priority matrix for those and, as capital funding allows, we’ll continue to do that this next year and on into the future until we get all of these with battery backup power.” Mr. Jacklett thanked NDOT Engineering Division staff

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for their assistance. In response to a further question, Mr. Jacklett advised that Highway 50 East and I-580 intersection signal is included in the subject project.

Chairperson Bonkowski entertained additional commissioner questions or comments and public comments. When no further questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Bagwell moved to approve Cooperative Agreement P207-17-06, between the Carson City RTC and the Nevada Department of Transportation, for 12 battery backup systems and 239 retro-reflective back plates, 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 10 percent of the initial funding amount. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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

6(C) POSSIBLE ACTION TO APPROVE COOPERATIVE AGREEMENT NM274-17-816, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION, FOR A RECTANGULAR RAPID FLASHING BEACON PROJECT ON U.S. 50 AT SILVER STATE STREET, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS (5:36:54) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. NDOT Assistant Director of Planning Sondra Rosenberg responded to questions of clarification, and discussion ensued. In reference to NDOT Transportation Planner Kevin Verre's presentation during the CAMPO meeting, Mr. Pittenger advised that NDOT is designing additional rectangular rapid flashing beacons for Stewart Street. "... they're ... looking to put federal money towards those and we're only being asked to provide the 5 percent match ..."

Chairperson Bonkowski entertained additional commissioner questions or comments and public comments. When no additional questions or comments were forthcoming, he entertained a motion. **Commissioner Kimbrough moved to approve Cooperative Agreement NM274-17-816, between the Carson City RTC and the Nevada Department of Transportation, for a Rectangular Rapid Flashing Beacon project on U.S. 50 at Silver State Street, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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

6(D) POSSIBLE ACTION TO APPROVE THE COMPLETE STREETS PERFORMANCE MONITORING PROGRAM (6:05:57) - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Bagwell moved to approve the Complete Streets Performance Monitoring Program. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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

6(E) POSSIBLE ACTION TO DETERMINE THAT NEVADA BARRICADE & SIGN COMPANY, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1617-148, "2017 LONG LINE PROGRAM," FOR A BASE BID OF \$158,525.30, PLUS A 10% CONTINGENCY AMOUNT OF UP TO \$15,852.53, FOR A NOT-TO-EXCEED AMOUNT OF \$174,377.83, TO BE FUNDED FROM THE PROPERTY SERVICES / LONG LINE STRIPING ACCOUNT, AS PROVIDED IN THE FY 18 BUDGET (6:09:49) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained commissioner questions or comments and public comments. When no questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Bagwell moved to determine that Nevada Barricade and Sign Company, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1617-148, "2017 Long Line Program," for a base bid of \$158,525.30, plus a ten percent contingency amount of up to \$15,852.53, for a total not-to-exceed amount of \$174,377.83, to be funded from the Property Services / Long Line Striping Account, as provided in the FY 18 budget. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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RESULT:	Approved [5 - 0]
MOVER:	Commissioner Lori Bagwell
SECOND:	Vice Chairperson Jim Smolenski
AYES:	Commissioner Bagwell, Vice Chair Smolenski, Commsrs. Kimbrough, Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	None
ABSTAIN:	None

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) STREET OPERATIONS ACTIVITY REPORT (6:13:46) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the report which was included in the agenda materials.

7(B) PROJECT STATUS REPORT (6:15:00) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the report which was included in the agenda materials.

7(C) FUTURE AGENDA ITEMS (6:19:33) - Commissioner Bagwell left the meeting at 6:20 p.m. A quorum of the commission was still present. Mr. Pittenger reviewed the tentative agenda for the July commission meeting.

8. COMMISSIONER COMMENTS (6:20:59) - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

9. PUBLIC COMMENT (6:21:05) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

10. INFORMATION ONLY - THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR 4:30 P.M. ON WEDNESDAY, JULY 12, 2017 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET (6:21:10) - Chairperson Bonkowski reviewed the meeting information.

11. ACTION ON ADJOURNMENT (6:21:21) - A motion was made to adjourn the meeting at 6:21 p.m.

The Minutes of the June 14, 2017 Carson City Regional Transportation Commission meeting are so approved this _____ day of July, 2017.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: July 12, 2017

Staff Contact: Brian Elder, Project Manager

Agenda Title: (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-151 "Carson City Pavement Preservation-Slurry Project" for a base bid of \$153,007.00, plus a 10% contingency amount of up to \$15,300.70 for a total not to exceed amount of \$168,307.70 to be funded from the RTC account as provided in the FY18 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to slurry seal multiple streets in Carson City. The project consists of completing a slurry seal on Airport Road between Highway 50 and College Parkway, on William Street between Carson Street and Minnesota Street, and on Stewart Street between South Carson Street and William Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-151 "Carson City Pavement Preservation-Slurry Project" for a base bid of \$153,007.00, plus a 10% contingency amount of up to \$15,300.70 for a total not to exceed amount of \$168,307.70 to be funded from the RTC account as provided in the FY18 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Nevada Appeal and on the Carson City website on May 11, 2017. The bids were opened at approximately 11:10 a.m. on June 6, 2017 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brittney McVay; Sierra Nevada Construction; Brian Elder, Carson City Public Works; Rachel Porcari; Carson City Executive Offices, and Laura Rader; Purchasing and Contracts.

Bids were received from the following bidders.

<u>Name of Bidder</u>	<u>Total Bid</u>
Sierra Nevada Construction, Inc.	\$153,007.00
VSS International, Inc.	\$212,120.00
Intermountain Slurry Seal, Inc.	\$225,840.55

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 250-3035-431.04-87

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by \$168,307.70.

Alternatives

- N/A

Supporting Material

- Bid Tabulation Report, Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

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

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

Notice to Contractors Bid# 1617-151 CC Pavement Preservation Slurry Seal Project

Date and Time of Opening: June 6, 2017 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder # 3		
			Sierra Nevada Construction, Inc. (SNC)		Intermountain Slurry Seal, Inc.		VSS International, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			1		1		1		
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	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$10,412.40	\$10,412.40
2	Temporary Erosion Control	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,073.60	\$6,073.60
3	Traffic Control	1	LS	\$28,880.75	\$28,880.75	\$20,000.00	\$20,000.00	\$21,183.75	\$21,183.75
4	Type II Rapid Setting Slurry Seal	620,130	SF	\$0.15	\$93,019.50	\$0.26	\$161,233.80	\$0.24	\$148,831.20
5	Pavement Striping - 4" Solid White Line	13,790	LF	\$0.30	\$4,137.00	\$0.30	\$4,137.00	\$0.31	\$4,274.90
6	Pavement Striping - 4" Solid Yellow	1,950	LF	\$0.30	\$585.00	\$0.30	\$585.00	\$0.31	\$604.50
7	Pavement Striping - 4" Solid Yellow w/ 4" Broken Yellow Line	2735	LF	\$0.30	\$820.50	\$0.30	\$820.50	\$0.31	\$847.85
8	Pavement Striping - 4" Double Solid Yellow Line	8965	LF	\$0.45	\$4,034.25	\$0.45	\$4,034.25	\$0.47	\$4,213.55
9	Pavement Striping - 8" Solid White Line	1350	LF	\$0.50	\$675.00	\$0.50	\$675.00	\$0.52	\$702.00
10	Pavement Striping - 24" Solid White Crosswalk Line	3400	LF	\$1.90	\$6,460.00	\$1.90	\$6,460.00	\$1.99	\$6,766.00
11	Pavement Striping - 4" Broken White Strip	10200	LF	\$0.15	\$1,530.00	\$0.15	\$1,530.00	\$0.15	\$1,530.00
12	Pavement Striping - 6" Dotted White Stripe	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Pavement Striping - 24" Solid White Stop Bar	400	LF	\$1.95	\$780.00	\$1.95	\$780.00	\$2.04	\$816.00
14	Pavement Symbol - White Left and Right Turn Arrows	49	EA	\$45.00	\$2,205.00	\$45.00	\$2,205.00	\$47.25	\$2,315.25
15	Pavement Symbol - White Thru Arrows	4	EA	\$45.00	\$180.00	\$45.00	\$180.00	\$47.25	\$189.00
16	Pavement Symbol - White Merge Arrows	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$157.50	\$157.50
17	Pavement Symbol - "ONLY"	10	EA	\$65.00	\$650.00	\$65.00	\$650.00	\$68.25	\$682.50
18	Pavement Symbol - Shark Teeth Yield Bar	480	LF	\$5.00	\$2,400.00	\$5.00	\$2,400.00	\$5.25	\$2,520.00
BP.2. Total Base Bid Price (Schedule A)				\$153,007.00		\$225,840.55		\$212,120.00	
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	
Please note: Intermountain Slurry Seal had an addition error on submitted proposal written amount of \$230,840.55									

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry Project

THIS CONTRACT is made and entered into this 12th day of July, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Sierra Nevada Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

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

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does___) (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. 1617-151**, titled; **Carson City Pavement Preservation-Slurry 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.1617-151 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/currentbids>.

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

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Kevin Robertson, President
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
775-355-0420
email: bids@snc.biz

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 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2107
Lrader@carson.org

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Fifty Three Thousand Seven Dollars and 00/100 (\$153,007.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

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15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, 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 2, 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 2, Carson City, NV 89701:

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Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry 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

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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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry Project

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry Project

others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry Project

member, or other elected official; or

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the 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: 1617-151

Title: Carson City Pavement Preservation-Slurry 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 2
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 Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB
Purchasing and Contracts Administrator

Account #250-3035-431.04-87
Project #031708

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Kevin Robertson

TITLE: President

FIRM: Sierra Nevada Construction, LLC

CARSON CITY BUSINESS LICENSE #: 17-0004425

NEVADA CONTRACTORS LICENSE #: 25565

Address: P.O. Box 50760

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

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 12, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1617-151** and titled Carson City Pavement Preservation-Slurry Project. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI CHAIRPERSON

DATED this 12th day of July, 2017.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 12th day of July, 2017.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-151

Title: Carson City Pavement Preservation-Slurry 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 # 1617-151** and titled Carson City Pavement Preservation-Slurry 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 #1617-151** and titled **Carson City Pavement Preservation-Slurry Project** in accordance with
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1617-151** and titled **Carson City Pavement Preservation-Slurry Project**

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

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

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

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

NOTICE:

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

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1617-151 PWP #2017-197
Carson City Pavement Preservation – Slurry Project

Addendum No. 3

- Please fill out the following information with number of addendums acknowledged, the Bid Summary and total bid price written in words and Replace with Page BP-2 of the Bid Proposal.

BIDDER acknowledges receipt of _____ Addendums.

BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS		
2	Temporary Erosion Control	1	LS		
3	Traffic Control	1	LS		
4	Type II Rapid Setting Slurry Seal	620,130	SF		
5	Pavement Striping – 4" Solid White Line	13,790	LF		
6	Pavement Striping – 4" Solid Yellow	1,950	LF		
7	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	2,735	LF		
8	Pavement Striping – 4" Double Solid Yellow Line	8,965	LF		
9	Pavement Striping – 8" Solid White Line	1,350	LF		
10	Pavement Striping – 24" Solid White Crosswalk Line	3,400	LF		
11	Pavement Striping – 4" Broken White Stripe	10,200	LF		
12	Pavement Striping – 6" Dotted White Stripe	0	LF		
13	Pavement Striping – 24" Solid White Stop Bar	400	LF		
14	Pavement Symbol – White Left and Right Turn Arrows	49	EA		
15	Pavement Symbol – White Thru Arrows	4	EA		
16	Pavement Symbol – White Merge Arrows	1	EA		
17	Pavement Symbol – "ONLY"	10	EA		
18	Pavement Symbol–Shark Teeth Yield Bar	480	LF		
BP.2	Total Base Bid Price (Schedule A)				

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

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1617-151 PWP #2017-197
Carson City Pavement Preservation – Slurry Project

Addendum No. 2

- Fifth Street has been taken out of the project. Please see amended plan set for all streets to be slurry sealed.
- Please replace the quantities in the table on page BP.2 of the bid document to match the new quantities after taking out Fifth Street from the project. Replace quantities with the table below.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS		
2	Temporary Erosion Control	1	LS		
3	Traffic Control	1	LS		
4	Type II Rapid Setting Slurry Seal	620,130	SF		
5	Pavement Striping – 4" Solid White Line	13,790	LF		
6	Pavement Striping – 4" Solid Yellow	1,950	LF		
7	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	2,735	LF		
8	Pavement Striping – 4" Double Solid Yellow Line	8,965	LF		
9	Pavement Striping – 8" Solid White Line	1,350	LF		
10	Pavement Striping – 24" Solid White Crosswalk Line	3,400	LF		
11	Pavement Striping – 4" Broken White Stripe	10,200	LF		
12	Pavement Striping – 6" Dotted White Stripe	0	LF		
13	Pavement Striping – 24" Solid White Stop Bar	400	LF		
14	Pavement Symbol – White Left and Right Turn Arrows	49	EA		
15	Pavement Symbol – White Thru Arrows	4	EA		
16	Pavement Symbol – White Merge Arrows	1	EA		
17	Pavement Symbol – "ONLY"	10	EA		
18	Pavement Symbol–Shark Teeth Yield Bar	480	LF		

C.J. Hart

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7362/FAX 887-2286
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1617-151

Addendum No. 1

Please make the following additions to the above referenced project:

PWP # 2017-197

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1617-151, PWP # 2017-197, for the Project Title: Carson City Pavement Preservation–Slurry Seal 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: May 22, 2017

Sierra Nevada Construction, Inc.
 Principal
 By: Craig D. Holt
 Liberty Mutual Insurance Company
 Surety
 By: Lori Jones
 Lori Jones, Attorney-In-Fact

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

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

Exhibit A

Certificate No. 7438942

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of May, 2017.



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

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

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

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1617-151 PWP #2017-197
Carson City Pavement Preservation – Slurry Project

Addendum No. 3

- Please fill out the following information with number of addendums acknowledged, the Bid Summary and total bid price written in words and Replace with Page BP-2 of the Bid Proposal.

BIDDER acknowledges receipt of 1,2,3 Addendums.

BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:				—	—
1	Mobilization, Demobilization and Clean-Up	1	LS	5,000.00	5,000.00
2	Temporary Erosion Control	1	LS	1,500.00	1,500.00
3	Traffic Control	1	LS	28,880.75	28,880.75
4	Type II Rapid Setting Slurry Seal	620,130	SF	0.15	93,019.50
5	Pavement Striping – 4" Solid White Line	13,790	LF	0.30	4,137.00
6	Pavement Striping – 4" Solid Yellow	1,950	LF	0.30	585.00
7	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	2,735	LF	0.30	820.50
8	Pavement Striping – 4" Double Solid Yellow Line	8,965	LF	0.45	4,034.25
9	Pavement Striping – 8" Solid White Line	1,350	LF	0.50	675.00
10	Pavement Striping – 24" Solid White Crosswalk Line	3,400	LF	1.90	6,460.00
11	Pavement Striping – 4" Broken White Stripe	10,200	LF	0.15	1,530.00
12	Pavement Striping – 6" Dotted White Stripe	0	LF	0.00	0.00
13	Pavement Striping – 24" Solid White Stop Bar	400	LF	1.95	780.00
14	Pavement Symbol – White Left and Right Turn Arrows	49	EA	45.00	2,205.00
15	Pavement Symbol – White Thru Arrows	4	EA	45.00	180.00
16	Pavement Symbol – White Merge Arrows	1	EA	150.00	150.00
17	Pavement Symbol – "ONLY"	10	EA	65.00	650.00
18	Pavement Symbol–Shark Teeth Yield Bar	480	LF	5.00	2,400.00
BP.2	Total Base Bid Price (Schedule A)			153,007.00	

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

One hundred fifty three thousand seven dollars

BID PROPOSAL

BP.4 BIDDER INFORMATION:

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

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

BP.5 LICENSING INFORMATION:

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

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

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

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions see attached	Years With Firm
Name 1)	

Title 1)

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

Title 2)

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

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Project Management	2005	2004	
Fred Courier	Vice President Estimating	2005	1985	
Mark Gordine	Vice President Business Development	2005	1990	
Alex Faust	Vice President Pavement Preservation	2002	2000	

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

Company Name 1): see attached Statement of Experience
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

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

STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Visalia	2016 Reclaimite Seal	\$ 976,676.81	Reclaimite Seal	10/14/16	Norm Goldstrom	559-713-4186	336 N. Ben Maddox, Visalia, CA 93292
San Joaquin County	Slurry Seal of Local Roads 2015-16	\$ 637,997.90	Slurry Seal	09/23/16	Awni Taha	209-953-7619	1810 E. Hazellon Avenue, Stockton, CA 95205
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry Seal	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
City of Rocklin	2016 High Density Mineral Bond Resurfacing	\$ 695,548.40	High Density Mineral Bond	09/02/16	Zach Bosch	916-625-5511	4081 Alvis Court, Rocklin, CA 95677
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal with Flush Coat	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
City of Santa Clarita	2015-16 Annual Slurry Seal Project	\$ 832,318.05	Slurry Seal / Micro-Surfacing	08/19/16	Frank Lujan	661-286-4138	23920 Valencia Blvd., Santa Clarita, CA 91355
City of Brentwood	2016 Preventive Maintenance Program and Trail Pavement Management	\$ 1,142,817.00	Slurry Seal	08/11/16	James Campero	925-516-5158	150 City Park Way, Brentwood, CA 94513
City of Clovis	2016 Rubberized Cape Seal	\$ 844,007.00	Slurry / Rubberized Chip Seal	06/30/16	Thomas Cheng	559-324-2374	1033 Fifth Street, Clovis, CA 93612
Nevada Department of Transportation	NDOT #3563 Various Counties Chip Seal	\$ 4,958,680.00	Double Chip Seal	10/30/15	Randy Hesterlee	775-289-1703	1263 S. Stewart St, Carson City, NV 89712
City of Manteca	2015 Pavement Maintenance	\$ 1,833,735.00	Slurry Seal	09/30/15	Mariel Holloway	209-456-8411	1001 W. Center Street, Manteca, CA 95337
Contra Costa County	2015 Contra Costa Cape Seal	\$ 504,278.00	Slurry Seal	09/15/15	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
Gardnerville Ranchos GID	2015-2016 Street Maintenance	\$ 388,367.80	Slurry Seal	08/30/15	Robert Spellberg	775-265-2048	831 Miltch Drive, Gardnerville, NV 89410
County of Fresno	Fresno County Slurry Seal	\$ 477,135.00	Slurry Seal	06/30/15	D'Andra Buchanan	559-698-9789	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Regional Transportation Commission	2014 Preventive Maintenance	\$ 2,322,007.11	Slurry/Micro/Chip Seal	01/01/15	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3569 Pyramid Hwy Chip	\$ 2,567,569.00	Double Chip Seal	12/31/14	Sam Lompa	775-888-3040	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	2014 Resurfacing Project	\$ 2,208,709.95	Slurry/Micro/Asphalt Rubber Chip Seal	12/19/14	Justin Nanker	916-625-5500	4081 Alvis Court, Rocklin, CA 95677
Contra Costa County	2014 Slurry Seal (Saranap Area)	\$ 407,000.00	Slurry Seal	10/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
Washoe County	2014/2015 Slurry Seal	\$ 1,529,450.00	Slurry/Micro/Chip Seal	10/01/14	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
Contra Costa County	2014 Discovery Bay Asphalt Rubber Cape Seal - Subcontractor to American Pavement Systems	\$ 603,000.00	Slurry Seal	08/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Brentwood	2014 Pavement Management Project	\$ 534,746.82	Slurry Seal	07/21/14	Anthony Salam	925-516-5168	150 City Park Way, Brentwood, CA 94513
City of Carson	2013 Street Maintenance Program	\$ 686,007.00	Slurry/Micro	10/15/13	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV 89701
Town of Mammoth	2013 Micro Surfacing Project	\$ 233,277.73	Slurry/Micro	10/15/13	Ron Fransler	760-934-8989	P.O. Box 1609, Mammoth Lakes, CA 93546
City of Reno	2013 Surface Treatment	\$ 468,007.00	Street Maintenance	10/01/13	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
California Department of Transportation	Caltrans 02-4E9704 Tehama	\$ 1,088,007.00	Slurry/Rubberized Chip Seal	09/30/13	Anthony Granados	530-949-1611	1727 - 30th Street, Sacramento, CA 95816
City of Sparks	2013 Preventative Maintenance Program	\$ 391,004.10	Micro Seal	09/20/13	Brent Quilici	775-671-7013	P.O. Box 857, Sparks, NV 89432-0857
City of Carlin	2013 City of Carlin Street Maintenance	\$ 301,468.65	Rubberized Cape Seal	09/15/13	Carlos Esparza	775-397-5720	810 Oak Street, Carlin, NV 89822
City of Elko	Microsurface Project 2013	\$ 182,007.00	Slurry/Micro	08/30/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
California Department of Transportation	Caltrans 03-3M6304 I-80 Truckee	\$ 7,159,007.00	Bonded Wearing Course	10/19/12	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 02-3E9204 RT 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	08/31/12	Michael Holligel	530-283-2492	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Binkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michelle Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT D3-041-10 CIR & CHIP	\$ 6,077,007.00	Double Chip Seal	07/31/12	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	07/30/12	Bob Schrieker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Patching	\$ 733,007.00	Asphalt Maintenance	07/15/12	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
California Department of Transportation	Caltrans 03-4M3204 RT 70 Micro	\$ 619,007.00	Street Reconstruction	07/13/12	Bryan Johnson	530-895-5245	1727 - 30th Street, Sacramento, CA 95816

STATEMENT OF EXPERIENCE

Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center -RV Spaces	\$ 409,007.00	Asphalt Overlay	06/30/12	Laura Tabman	775-827-7960	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	\$ 6,087,451.00	Chip Seal	06/21/12	Boyd Ratcliff	775-777-2701	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D2-047-10 CIR & CHIP	\$ 3,373,007.00	Double Chip Seal	12/31/11	Larry Boge	775-687-3376	310 Galletti Way, Sparks, NV 89431
Nevada Department of Transportation	NDOT D1-005-11 SR 147 & US 93 CHIP	\$ 1,811,007.00	Chip Seal	12/31/11	Glenn Petrenko	702-671-8860	123 E. Washington Street, Las Vegas, NV 89101
Nevada Department of Transportation	NDOT D3-006-11 Double Chip Seal	\$ 6,695,007.00	Double Chip Seal	12/31/11	Boyd Ratcliff	775-777-2700	1951 Idaho Street, Elko, NV 89801
Nevada Department of Transportation	NDOT D2-011-11 Double Micro Surfacing	\$ 958,007.00	Microsurface	12/01/11	Steve Lani	775-720-4528	1263 S. Stewart Street, Carson City, NV 89712
Nevada Department of Transportation	NDOT D2-032-10 CHIP SEALS	\$ 687,007.00	Chip Seal	10/31/11	John Angel	775-687-3376	310 Galletti Way, Sparks, NV 89431
City of Carson City	2011 Carson City Street Maintenance	\$ 504,007.00	Slurry Seal	10/01/11	John Platt	775-887-2355	3505 Butti Way, Carson City, NV 89701
Valley Slurry Seal	RTC 2011 Preventative Maintenance	\$ 589,724.00	Slurry Seal	10/01/11	Jon James	916-416-6061	P.O. Box 981330, West Sacramento, CA 95798
Nye County	Beatty/Amargosa Slurry Seal	\$ 129,007.00	Slurry Seal	11/01/10	Judy Dodge	775-482-7256	P.O. Box 1952, Tonopah, NV 89049
Eureka County	2010 ARRA Street Maintenance	\$ 398,007.00	Asphalt Maintenance	08/20/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
White Pine County	Ely-White Pine County Airport	\$ 173,855.72	Asphalt Maintenance	11/30/09	Dana Hartshorn	303-782-0882	957 Campton Street, Ely, NV 89301
City of Yerington	FY 09-10 Street Project	\$ 262,007.00	Chip Seal	11/30/09	Roy McDonald	775-463-3511	102 S. Main Street, Yerington, NV 89447
Lander County	Battle Mountain Airport	\$ 228,007.00	Asphalt Maintenance	10/15/09	Greg Riley	775-635-2885	315 S Humboldt Street, Battle Mountain, NV 89820
Douglas County	2009 Road Seal	\$ 279,007.00	Chip Seal	10/15/09	Ed Mason	775-782-6201	P.O. Box 218, Minden, NV 89423
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	10/01/09	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Wilson/Gardnerville Ranchos Improv. Dist.	Gardnerville Ranchos General Improv. 2009	\$ 126,582.26	Slurry Seal	09/01/09	John Bird	775-265-2230	812 Short Court, Gardnerville, NV 89460
City of Carson City	2008 Carson City Slurry	\$ 494,832.76	Slurry Seal	09/30/08	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV 89701
Elko County Commissioners	Jiggs Road Chip Seal	\$ 414,007.00	Chip Seal	08/29/08	Otis W. Tipton, III	775-738-5036	994 River Street, Elko, NV 89801

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.

C. D. Holt
Signature of Authorized Certifying Official

Craig D. Holt
Printed Name

Vice-President
Title

June 6, 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	.85	1.02
2016	.72	2.61

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 Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work <i>rapid setting slurry seal, traffic control, temp erosion control, Mob (partial)</i>		
Name of Subcontractor <i>Intermountain Slurry Seal, Inc</i>	Address <i>1120 Terminal Way, Reno, NV 89502</i>	
Phone <i>775-358-1355</i>	Nevada Contractor License # <i>23657</i>	Limit of License <i>unlimited</i>
Description of work <i>Striping and mob (partial)</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor Sierra Nevada Construction, Inc.		Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited	
Description of work rapid setting slurry seal, traffic control, temp erosion control, mob (partial)			
Name of Subcontractor Intermountain Slurry Seal, Inc.		Address 1120 Terminal Way, Reno, NV 89502	
Phone 775-358-1355	Nevada Contractor License # 23657	Limit of License unlimited	
Description of work striping and mob (partial)			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

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

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

BID PROPOSAL

BP. 13

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment:				CONTRACT NUMBER: _____	
	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing			Date Submitted
The contractor attests that the information provided is accurate.					

BID PROPOSAL

Local Preference Affidavit

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

I, Craig D. Holt, on behalf of the Contractor, Sierra Nevada Construction, Inc., swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. CC-2017-197, Project Name Carson City Pavement Preservation - Slurry Seal Project, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

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

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

By: Craig D. Holt Title: Vice-President

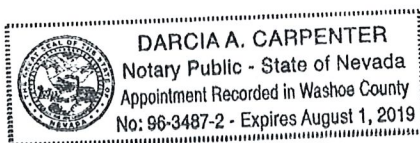
Signature: Craig D. Holt Date: June 6, 2017

Signed and sworn to (or affirmed) before me on this 6th day of June, 2017,
by Craig D. Holt (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

Darcia A. Carpenter STAMP AND SEAL
Notary Signature



NEVADA STATE CONTRACTORS BOARD

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



CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2016 AND EXPIRES ON JULY 31, 2017 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

7/12/2016

DATE

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

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Craig D. Holt (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 "Carson City Pavement Preservation Slurry Seal Project", contract number **1617-151**, 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: Craig D. Holt
TITLE: Vice-President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz

Craig D. Holt
(Signature of Bidder)

DATED: June 6, 2017

Signed and sworn (or affirmed) before me on this 6th day of June, 2017, by Craig D. Holt.

Darcia A. Carpenter
(Signature of Notary)

(Notary Stamp)





STAFF REPORT

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

Meeting Date: July 12, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To direct staff to allocate Carson City's 2018 share of Surface Transportation Block Grant (STBG) funds to the South Carson Street Complete Streets project.

Staff Summary: The Nevada Department of Transportation has set-aside federal STBG funds for the Carson Area Metropolitan Planning Organization (CAMPO). In 2016, CAMPO took formal action on a four-year funding schedule for the three member agencies.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to direct staff to allocate Carson City's 2018 share of Surface Transportation Block Grant (STBG) funds to the South Carson Street Complete Streets project.

Background/Issues & Analysis

Per an agreement with the Nevada Department of Transportation, Carson City is required to resurface South Carson Street, south of Fairview Drive, with Complete Streets improvements. At this time, approximately \$6.9 million dollars has been secured for the project. The South Carson Street Complete Streets Study estimated the project cost to be in the range of nine to ten million dollars. As additional funds are needed for the South Carson Street project, the allocation of STBG funds would be a source of additional funding.

Carson City's annual share of STBG funds are provided below:

2017 - \$1,023,000

2018 - \$372,372

2019 - \$470,580

2020 - \$1,023,000

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: To be determined.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The allocation of additional funding would be budgeted in future years.

Alternatives

N/A

Supporting Material

N/A

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: July 12, 2017

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: **(Information only)** Update on a contract with the State of Nevada, acting by and through its Department of Health Care Financing and Policy (DHCFP), pertaining to partial reimbursement of transportation services for eligible Medicaid recipients.

Staff Summary: At the November 9, 2016 meeting, the Carson City RTC signed a 90-day extension to the original contract to allow staff to evaluate future benefits. The RTC authorized the Transportation Manager to sign a longer term contract if benefits were identified. Based on first quarter reimbursements, staff has identified a fiscal benefit to signing a long term contract with DHCFP. Therefore, the Transportation Manager has signed a four year contract. Staff will continue to provide updates on this contract.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Previously, the Carson City RTC signed a 90-day extension to the original contract to allow staff to evaluate future benefits. DHCFP has recently transitioned to a new third party transportation broker, which delayed reimbursement and made it unclear whether the program would be fiscally beneficial. In November 2016, the RTC authorized the Transportation Manager to sign a longer term contract if benefits were identified.

Based on first quarter reimbursements, staff has identified a fiscal benefit to signing a long term contract with DHCFP. The first quarter reimbursements, received during the 90-day extension period, were greater than any previous quarter in the past two years. This is due to improved reporting with the new third party transportation broker. This results in a greater percentage of trips being approved for reimbursement by DHCFP.

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 reimbursement by DHCFP of transportation services for eligible Medicaid recipients result in a net revenue of \$6.00 per trip.

Alternatives

N/A

Supporting Material

N/A

Item 7 – A



Carson City Regional Transportation Commission Item for Commission Information

RTC Meeting Date: July 12, 2017
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: July 3, 2017
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

Carson City Public Works, Street Operations Division Status Report to RTC: Activities of May 2017

Street Repair and Maintenance

ACTIVITIES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	300 blocks used
Street Patching Operation	43 Tons
Pot Hole Repairs	92

Tree Care and Maintenance

ACTIVITIES	COMMENTS
Tree Pruning Operations	9
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	2 Parks
Weed Abatement Chemical Sprayed	Applied 5,272 gallons of Glyphosate and 150 gallons of 2-4D

Concrete Repair and Maintenance

ACTIVITIES	COMMENTS
Concrete Total Yards Poured	60.5
Curb & Gutter (Linear Feet)	224
Sidewalk & Flat Work (Sq/Ft)	2,373
Wheel Chair Ramps	1
Misc.	N/A

Grading and Shoulder Maintenance

ACTIVITIES	COMMENTS
Dirt Road Work/Misc	Alley maintenance in the Harbin and Robinson area. Sinkhole repair in the intersection of Rhodes and Curry. Asphalt repair due to a water leak on Timberline Dr. Traffic control for Q&D on Carson St for crosswalk repair.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	N/A

Storm Water

ACTIVITIES	COMMENTS
Sediment removed from ditches	N/A
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	N/A

Sweeper Operations

ACTIVITIES	COMMENTS
Curb Miles Swept	663.7
Yards of Material Picked Up	348.5 Yards
City Parking Lots Swept	Cemetery

Trucking Bins

ACTIVITIES	COMMENTS
Bins Hauled for WWTP	23
Bins Hauled for Sweeping Operation	44
Bins Hauled for Other Operations	2 metal
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITIES	COMMENTS
Banner Operations Carson Street	4
Change Lamp Post Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITIES	COMMENTS
Signs Made	11
Signs Replaced	22
Sign Post Replaced	3
Signs Replaced due to Graffiti Damage	1
Delineators	2
Cross Walks Painted	95
Stop Bars Painted	122
Yield Bars Painted	52
Right Arrows Painted	35
Left Arrows Painted	160
Straight Arrows Painted	15
Stop (word)	5
Only (word)	84
Bike Symbol & Arrow	0
Curb Painting	0

Snow Event

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



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

RTC Meeting Date: July 12, 2017
Time Requested: 10 Minutes
To: Regional Transportation Commission
From: Darren Schulz, Public Works Director
Date Prepared: June 28, 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
- Silver Sage Drive Reconstruction
- Pavement Preservation Projects on portions of Arterial & Collector Streets
 - Micro Seals
 - Arrowhead Drive/ Medical Parkway
 - Carson River Road
 - Edmonds Drive/Snyder Avenue
 - Fifth Street
 - Koontz Lane
 - West College Parkway
 - Slurry Seals
 - Airport Road
 - Stewart Street
 - William Street
- Long Line Striping Project
- CDBG North Carson Street Improvements
- Battery Backup Improvements
- South Carson Street Improvements
- Carson City Freeway Multi-Use Path (Colorado Street)

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: \$95,000

Project to Date Cost: \$90,000

Project Description

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

Justification

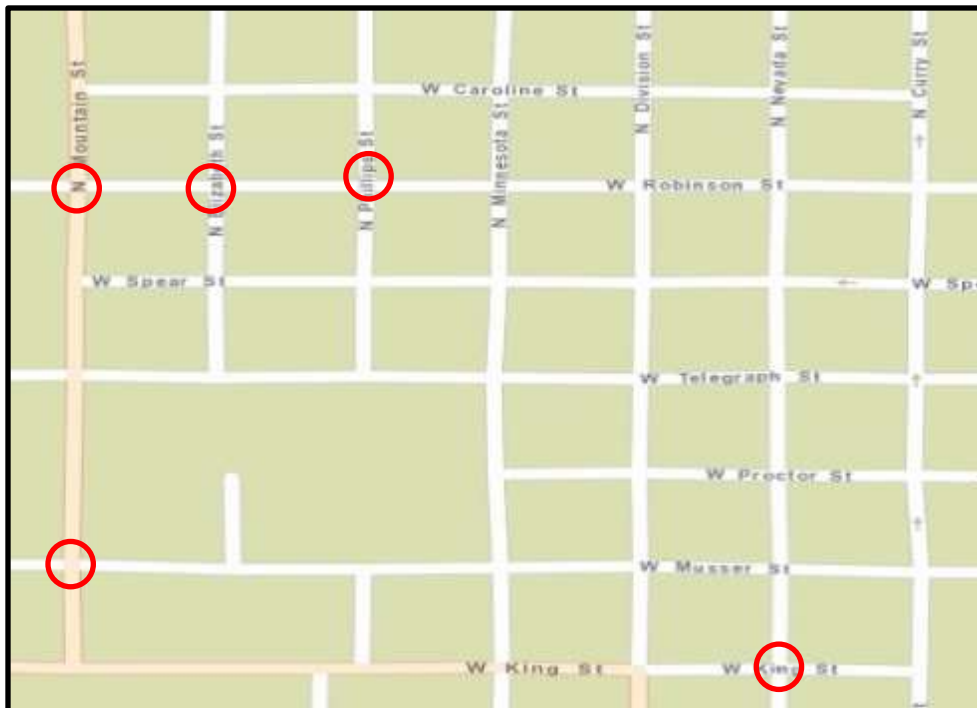
The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

Project Location

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

Status

The project is substantially complete with punchlist items remaining.



Carson City Freeway Multi-Use Path (Airport Road)

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

Project Number: TBD

Fund Number: 250

Fund Name: RTC

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

Department: Public Works

Total Estimated Cost: \$1,009,211 (95% federally funded)

Project to Date Cost: \$56,000

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

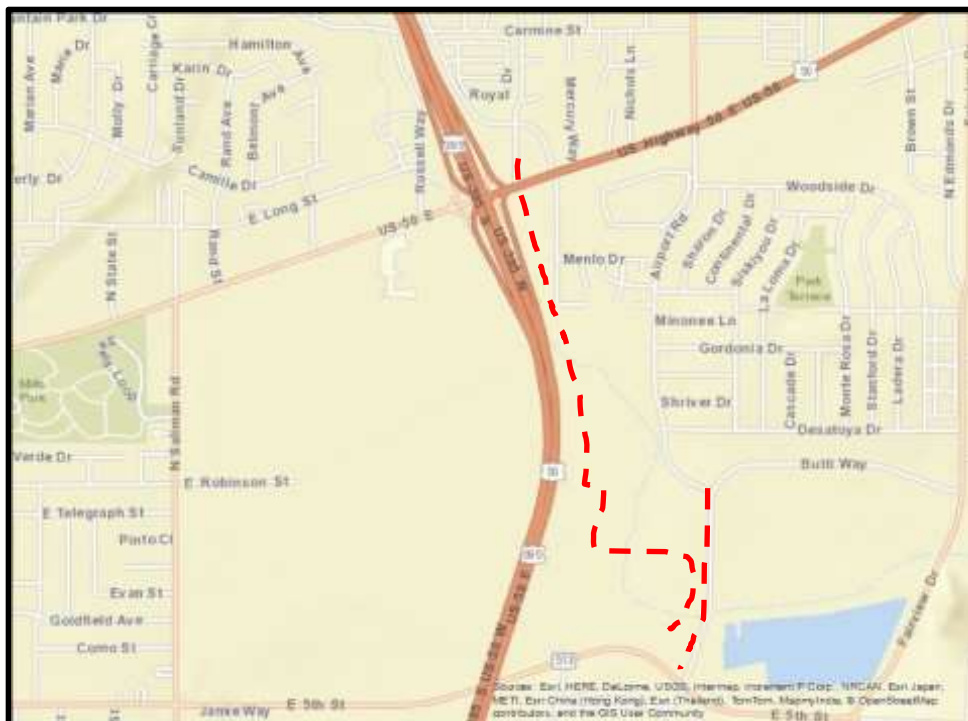
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

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

Finalizing 100% plans and bid documents.



Sierra Vista Lane Reconstruction Project

Project Name: Sierra Vista Lane Reconstruction

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017 & FY 2017-2018

Department: Public Works

Total Estimated Cost: \$4,553,578 (95% federally funded)

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 two trailhead-parking areas and will improve drainage facilities.

Justification

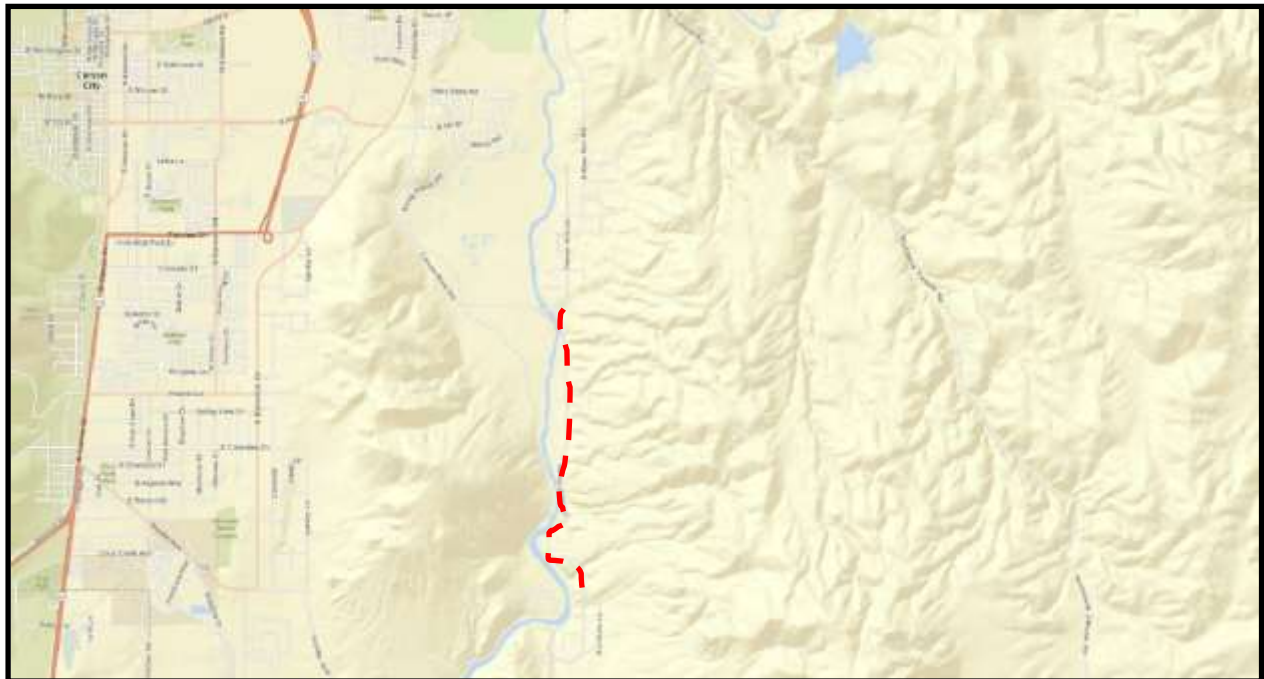
Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

Project Location

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

Status

95% design plans anticipated in late July or early August. City staff continues to meet with private property owners to secure construction access and necessary easements. Staff has submitted final documents to BIA for right-of-way approval.



Silver Sage Drive Reconstruction Project

Project Name: Silver Sage Drive
Project Number: 031706
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$748,000 (95% federally funded)
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

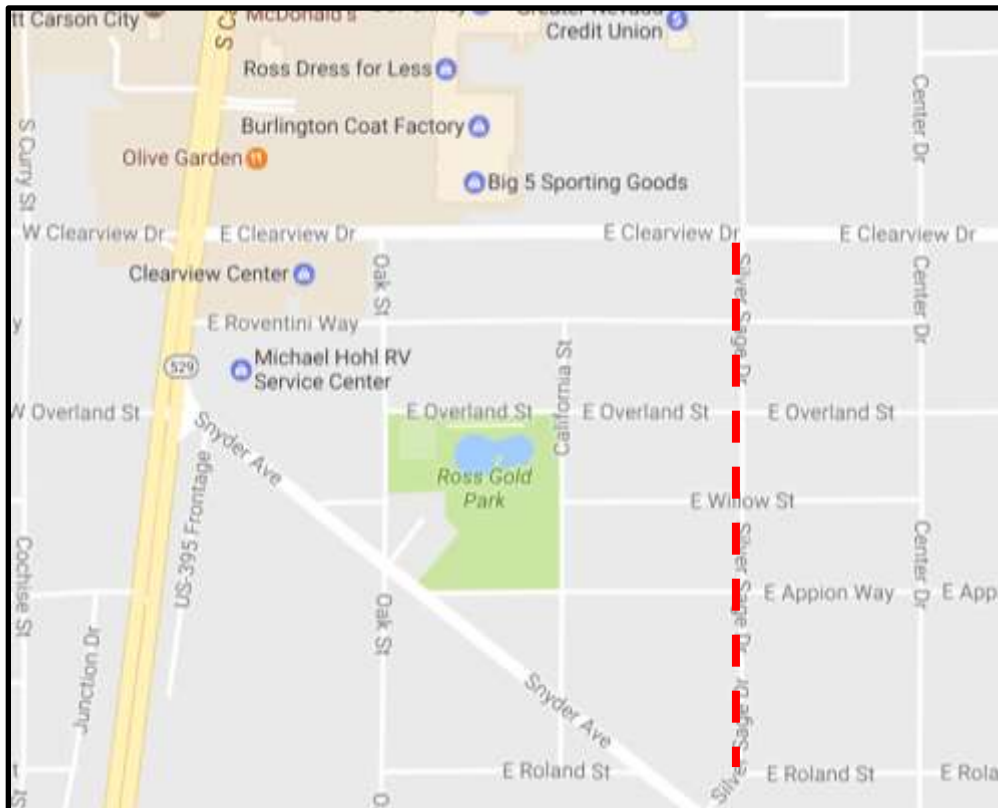
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway.

Project Location

Silver Sage Drive between Clearview Drive and Roland Street.

Status

The Notice to Proceed for the design phase has been issued by NDOT, project under design.



Micro Seal Project: Arrowhead Drive/Medical Parkway

Project Name: Arrowhead Drive/Medical Parkway

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$0

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Arrowhead Drive and Medical Parkway between Emmerson Drive and Silver Oak Drive, respectively.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Micro Seal Project: Carson River Road

Project Name: Carson River Road

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$0

Project Description

Micro seal to preserve roadway condition.

Justification

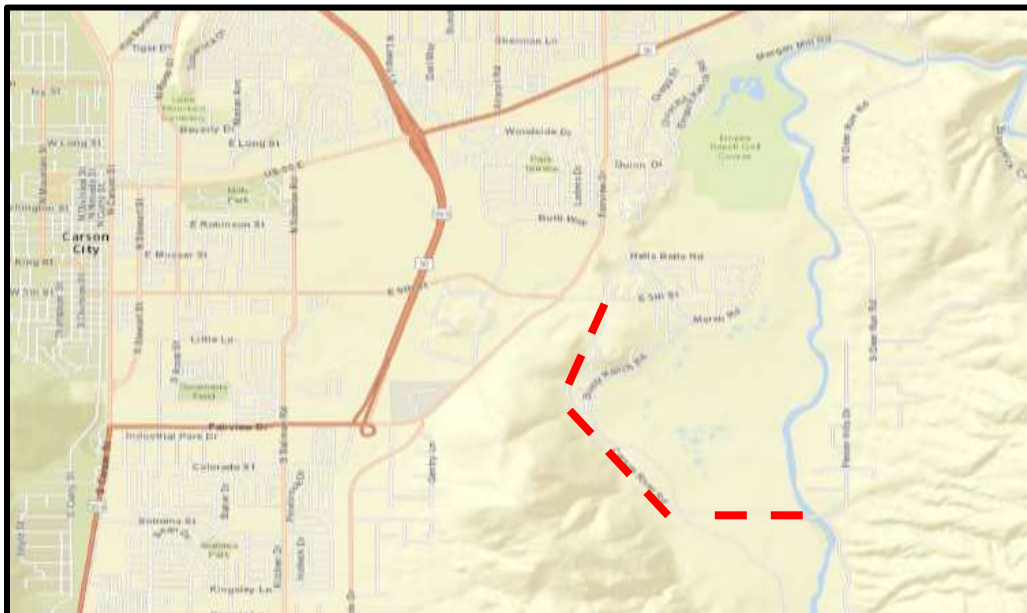
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Carson River Road between Fifth Street and Sierra Vista Lane.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Micro Seal Project: Edmonds Drive/Snyder Avenue

Project Name: Edmonds Drive/Snyder Avenue
Project Number: TBD
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$740,000 (includes six projects)
Project to Date Cost: \$0

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Micro Seal Project: Fifth Street

Project Name: Fifth Street

Project Number: 031709

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$0

Project Description

Slurry seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Fifth Street between Fairview Drive and Saliman Road.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Micro Seal Project: Koontz Lane

Project Name: Koontz Lane

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$0

Project Description

Micro seal to preserve roadway condition.

Justification

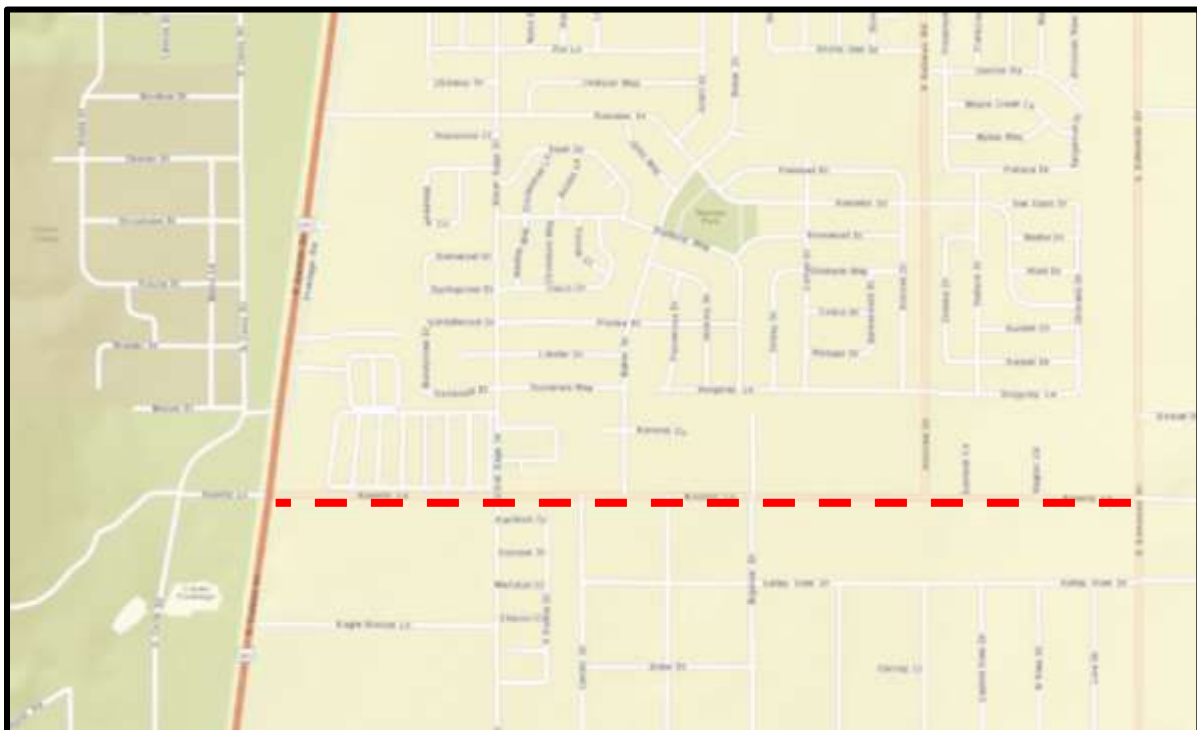
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Koontz Lane between Edmonds Drive and Carson Street.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Micro Seal Project: West College Parkway

Project Name: West College Parkway

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$0

Project Description

Micro seal to preserve roadway condition.

Justification

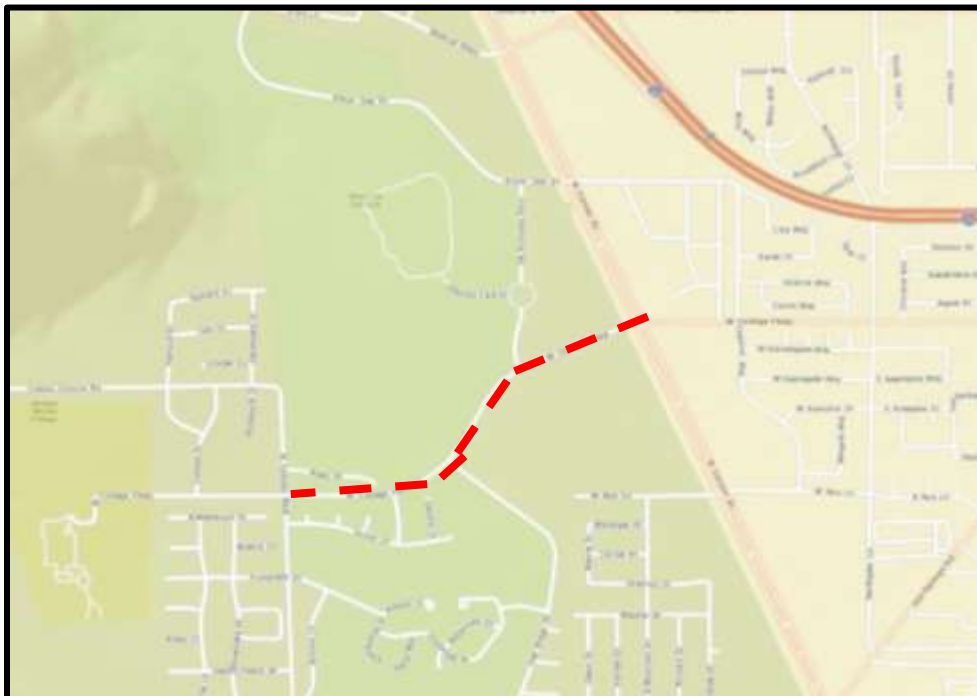
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

West College Parkway between Carson Street and North Ormsby Boulevard.

Status

Working on 100% design and will go out to bid week of July 3rd or July 10th. Contract award is planned for August RTC meeting.



Slurry Seal Project: Airport Road

Project Name: Airport Road

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Airport Road between U.S. 50 and College Parkway

Status

Opened bids, contract to be awarded at RTC July meeting



Slurry Seal Project: Stewart Street

Project Name: Stewart Street

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Stewart Street between William Street and Carson Street

Status

Opened bids, contract to be awarded at RTC July meeting



Slurry Seal Project: William Street

Project Name: William Street

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

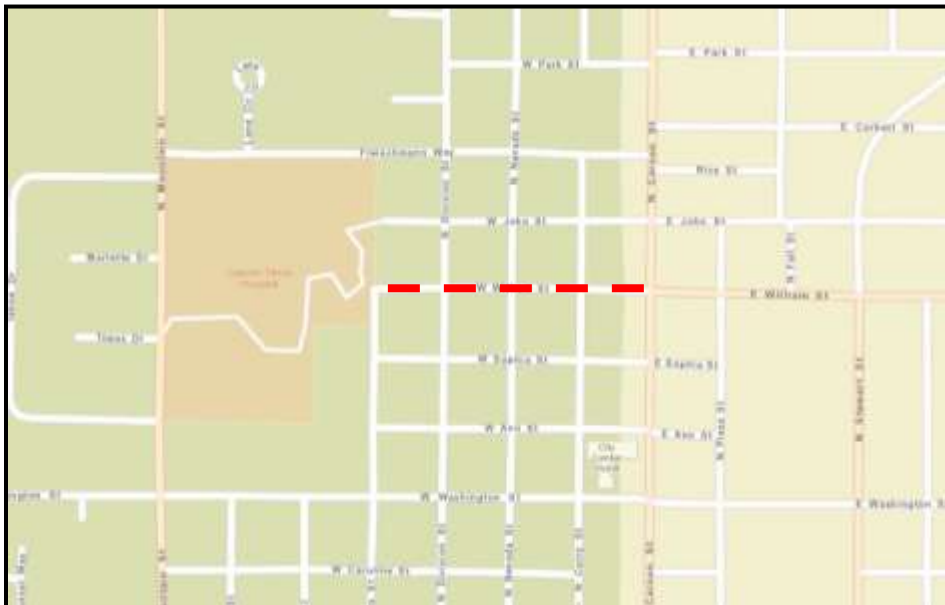
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

William Street between Carson Street and Minnesota Street

Status

Opened bids, contract to be awarded at RTC July meeting



Long Line Striping Project

Project Name: Long Line Striping Project
Project Number: 1103805
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$183,661 -\$202,027
Project to Date Cost: \$0

Project Description

The 2017 Long Line Striping Project consists of placing approximately 1,103,805 linear feet of painted pavement markings

Justification

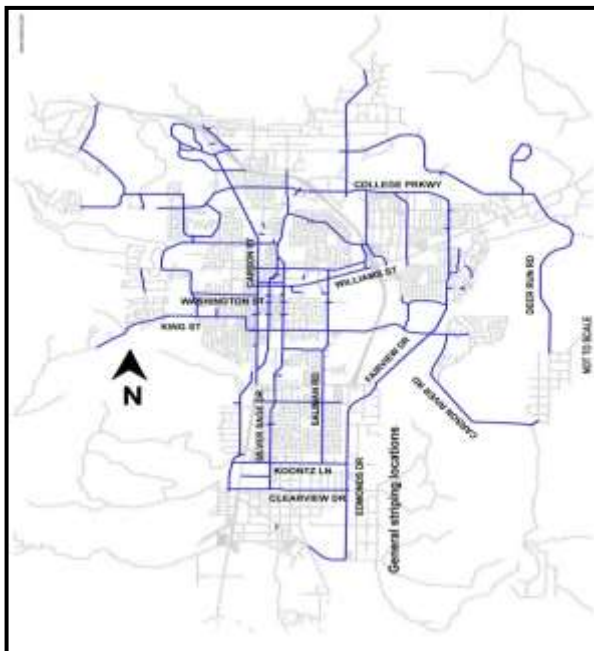
Yearly project

Project Location

City Wide

Status

Nevada Barricade contract awarded at June RTC meeting, project will be starting soon



CDBG North Carson Street Improvements

Project Name: CDBG North Carson Street Improvements

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$147,871 (100% federally funded)

Project to Date Cost: \$0

Project Description

ADA improvements on North Carson Street

Justification

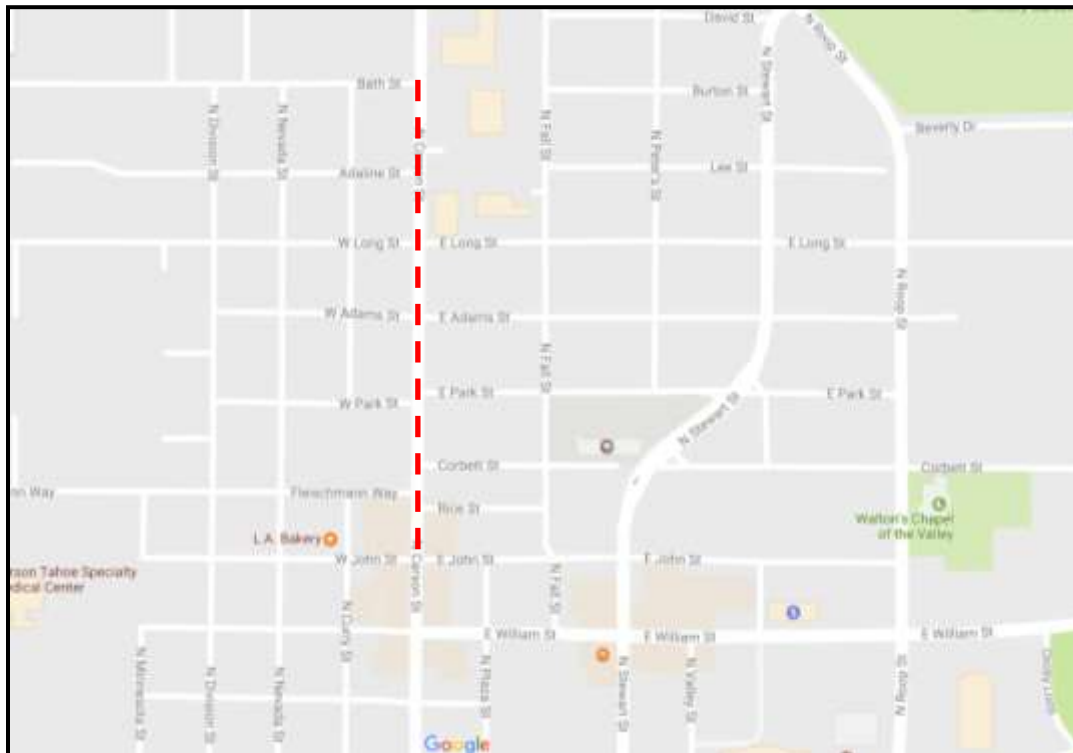
Received CDBG grant award to make ADA improvements

Project Location

Portions of North Carson Street between Bath and John Streets, east side only

Status

Design to start in July



Battery Backup Improvements

Project Name: Fiscal Year 2017 Intersection Improvements

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$159,000

Project to Date Cost: \$0

Project Description

Installation of battery backup systems (BBS) and retro-reflective back-plate borders at 12 signalized intersections in Carson City.

Justification

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City.

Project Location

- Hwy 50 East and Deer Run Road
- Hwy 50 East and Fairview Drive
- Hwy 50 East and Airport Road
- Hwy 50 East and Lompa Lane
- Hwy 50 East and I-580
- I-580 and College Parkway
- I-580 and Fairview Drive
- US 395 and Clear Creek Road
- US 395 and Clearview Drive
- US 395 and Eagle Station Lane
- US 395 and Koontz Lane
- US 395 and Fairview Drive

Status

Agreement executed, quotes received, and estimate invoice submitted to NDOT.

South Carson Street Bicycle and Pedestrian Improvements

Project Name: South Carson Street Bicycle and Pedestrian Improvements

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$1,184,211 (95% federally funded)

Project to Date Cost: \$0

Project Description

Bicycle and pedestrian improvements along South Carson Street corridor between Fairview Drive and Appion Way

Justification

Carson City received a TAP grant for \$750,000 for bicycle and pedestrian improvements

Project Location

South Carson Street between Fairview Drive and Roland Street (includes portion of the Frontage Road)

Status

Working on an agreement with NDOT and setting up the survey contract.



Carson City Freeway Multi-Use Path (Colorado Street)

Project Name: Carson City Freeway Multi-Use Path (Colorado Street)

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$651,950 (95% federally funded)

Project to Date Cost: \$0

Project Description

Construct 4,200 feet of multi-use path and associate improvements

Justification

A TAP grant was approved by NDOT for Complete Streets improvements for South Carson Street

Project Location

West side of I-580 from linear ditch path to Colorado Street

Status

City staff is working on an agreement with NDOT

