



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

Day: Wednesday
Date: March 13, 2019
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or call Lucia Maloney 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 Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

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 must 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) To approve the February 13, 2019 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A (For Possible Action) Discussion and possible action regarding recommending to the Board of Supervisors acceptance of the 60% design of the South Carson Complete Streets Project.

Staff Summary: The Carson City project manager and design team will present the 60% design for the South Carson Complete Streets Project.

6-B (For Possible Action) Discussion and possible action regarding determining that Sierra Nevada Construction (SNC) is the lowest responsive and responsible bidder under NRS Chapter 338, and awarding SNC Contract No. 1819-184 District 1 Pavement Preservation Project for base bid of \$784,634.50, plus a 10% contingency amount of up to \$78,463.45 for a total not to exceed amount of \$863,097.95 to be funded from the RTC and Sewer Accounts as provided in the FY19 budget.

Staff Summary: In September of 2018, the RTC approved pursuit of The District 1 Pavement Preservation Project. The proposed contract will include permanent pavement patching, Type 3 modified rapid setting slurry seal (including removal of existing pavement markings prior to slurry), and striping on multiple roads in Carson City. Road improvements will be located on College Parkway between Northgate Lane and Airport Road, Roop Street between College Parkway and Hot Spring Road, Hot Springs Road between Roop Street and Northgate Lane, and Arrowhead Drive between Emerson Drive and Convair Drive. In line with the City's Complete Streets Policy, striping modifications are incorporated on College Parkway and Roop Street.

6-C (For Possible Action) Discussion and possible action regarding the approval of an agreement with Crispin Porter & Bogusky LLC, on behalf of Domino's Pizza, accepting a donation in the amount of \$5,000.00 to pay for filling potholes, and agreeing to participate in Domino's Pizza's "Paving for Pizza" program.

Staff Summary: Domino's Pizza would like to partner with Carson City to participate in their "Paving for Pizza" program.

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

- 7-A Transportation Manager's Report
- 7-B Street Operations Activity Report
- 7-C Project Status Report
- 7-D Future Agenda Items

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

9. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, April 10, 2019, at the Sierra Room - Community Center, 851 East William Street.

10. 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.

11. ADJOURNMENT (For Possible Action)

This agenda has been posted at the following locations on Thursday, March 7, 2019, before 5:00 p.m.:

City Hall, 201 North Carson Street
Community Center, Sierra Room, 851 East William Street
Carson City Library, Carson City Library, 900 North Roop Street
Carson City Public Works, 3505 Butti Way
Carson City Planning Division, 108 E. Proctor Street
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, February 13, 2019 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough
 Commissioner Lori Bagwell
 Commissioner Chas Macquarie
 Commissioner Greg Stedfield

STAFF: Darren Schulz, Public Works Department Director
 Lucia Maloney, Transportation Manager
 Dirk Goering, Senior Transportation Planner
 Karissa Moffett, Bicycle and Pedestrian Coordinator
 Todd Reese, 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 Clerk's Office, during regular business hours.

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:55:16) - Chairperson Bonkowski called the meeting to order at 5:55 p.m. Ms. King called the roll; a quorum was present.

2. AGENDA MANAGEMENT NOTICE (5:55:43) - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

3. DISCLOSURES (5:55:47) - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

4. PUBLIC COMMENT (5:55:55) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

5. POSSIBLE ACTION ON APPROVAL OF MINUTES - January 9, 2019 (5:56:04) - Chairperson Bonkowski introduced this item, and entertained a motion. **Commissioner Bagwell moved to approve the minutes, as prepared. Vice Chairperson Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

6. PUBLIC MEETING ITEMS:

6(A) POSSIBLE ACTION TO APPROVE CONTRACT NO. 1819-128, JAC TRANSIT DEVELOPMENT AND COORDINATED PLAN SERVICES, BETWEEN CARSON CITY AND LSC TRANSPORTATION CONSULTANTS, INC., FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$86,470, TO BE FUNDED FROM THE CAMPO / UNIFIED PLANNING WORK PROGRAM ("UPWP") ACCOUNT (5:56:32) - Chairperson Bonkowski introduced this item. Ms. Maloney presented the agenda materials and provided an overview of the CAMPO's recommendation to the Commission

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relative to this item. Chairperson Bonkowski entertained commissioner questions or comments and public comments and, when none were forthcoming, a motion. **Vice Chairperson Kimbrough moved to approve Contract No. 1819-128, JAC Transit Development and Coordinated Plan Services, between Carson City and LSC Transportation Consultants, Inc., for a total not-to-exceed amount of \$86,470, to be funded from the CAMPO / Unified Planning Work Program account. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

6(B) INFORMATION ONLY TO PRESENT THE SAFE ROUTES TO SCHOOL ACTION PLAN FOR THE WESTERN NEVADA SAFE ROUTES TO SCHOOL PROGRAM (5:59:04) - Chairperson Bonkowski introduced this item, and Ms. Moffett presented the agenda materials. Ms. Moffett responded to questions and discussion took place regarding the perception that walking or biking to school is unsafe. Public Works Department Director Darren Schulz acknowledged that sidewalks are the property owner's responsibility, and that, other than the Business Improvement District, there is no other area where the City is responsible for sidewalk clearing. Chairperson Bonkowski entertained additional questions or comments of the commissioners and of the public and, when none were forthcoming, thanked Ms. Moffett for her presentation. Ms. Moffett requested the commissioners' comments on the Safe Routes to School Action plan included in the agenda materials.

6(C) POSSIBLE ACTION TO APPROVE THE PURSUIT OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO BE SUBMITTED BY THE PUBLIC WORKS DEPARTMENT FOR ADA SIDEWALK IMPROVEMENTS ALONG AIRPORT ROAD (6:12:27) - Chairperson Bonkowski introduced this item, and Mr. Goering presented the agenda materials. Chairperson Bonkowski entertained commissioner questions or comments and public comments and, when none were forthcoming, a motion. **Commissioner Macquarie moved to approve the pursuit of a Community Development Block Grant application to be submitted by the Public Works Department for ADA sidewalk improvements along Airport Road. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) TRANSPORTATION MANAGER'S REPORT (6:18:18) - Chairperson Bonkowski introduced this item, and Ms. Maloney advised of nothing to report.

7(B) STREET OPERATIONS ACTIVITY REPORT (6:18:25) - Chairperson Bonkowski introduced this item, and Ms. Maloney presented the report which was included in the agenda materials. Vice Chairperson Kimbrough commended Public Works Department crews on the crack sealing work which was completed on Vista Lane. Chairperson Bonkowski entertained additional comments or questions; however, none were forthcoming.

7(C) PROJECT STATUS REPORT (6:21:08) - Chairperson Bonkowski introduced this item, and Mr. Goering presented the report which was included in the agenda materials.

7(D) FUTURE AGENDA ITEMS (6:23:41) - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the tentative agenda for the March commission meeting. Chairperson Bonkowski entertained requests for future agenda items; however, none were forthcoming.

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8. COMMISSIONER COMMENTS (6:24:44) - Chairperson Bonkowski entertained commissioner comments. Chairperson Bonkowski requested Mr. Schulz to thank the Streets Department crews for their hard work during the recent storms.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR 4:30 P.M. ON WEDNESDAY, MARCH 13, 2019 IN THE COMMUNITY CENTER SIERRA ROOM (6:25:13) - Chairperson Bonkowski read this information into the record.

10. PUBLIC COMMENT (6:25:35) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

11. ACTION ON ADJOURNMENT (6:25:44) - Chairperson Bonkowski adjourned the meeting at 6:25 p.m.

The Minutes of the February 13, 2019 Carson City Regional Transportation Commission meeting are so approved this _____ day of March, 2019.

BRAD BONKOWSKI, Chair

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STAFF REPORT

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

Meeting Date: March 13, 2019

Staff Contact: Dan Stucky, City Engineer (dstucky@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding recommending to the Board of Supervisors acceptance of the 60% design of the South Carson Complete Streets Project.

Staff Summary: The Carson City project manager and design team will present the 60% design for the South Carson Complete Streets Project.

Agenda Action: Formal Action/Motion

Time Requested: 30 minutes

Proposed Motion

I move to recommend to the Board of Supervisors acceptance of the 60% design of the South Carson Complete Streets Project.

Previous Action

June 14, 2017 – The RTC approved the South Carson Street Conceptual Complete Streets Study

November 14, 2018 – The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project

Background/Issues & Analysis

On June 14, 2017, the RTC approved the South Carson Street Conceptual Complete Streets Study. The study incorporated extensive public outreach and industry best practices to develop conceptual designs. The recommended design in the study has documented support from the businesses and property owners along the corridor as well as bicycle and pedestrian advocates.

In the spring of 2018, Carson City was awarded a Transportation Investment Generating Economic Recovery (TIGER) grant for \$7.6 million. The highly competitive TIGER grant was awarded by the United States Department of Transportation, which described the project as an important investment in Carson City's infrastructure with a focus to improve pedestrian safety and mobility in the area, and enhance commercial and business access.

Carson City staff contracted with Traffic Works, an independent traffic engineering firm, to conduct an Intersection Alternatives Evaluation in June 2018. The evaluation was designed to be an objective assessment of intersection control alternatives for South Carson Street through the entire project corridor, with particular emphasis on the Sonoma Street and Stewart Street Intersections with South Carson Street. The primary purposes of the evaluation were to:

- Determine if a roundabout is significantly advantageous at the intersection of Sonoma Street and South Carson Street, or not;
- Review prior studies and provide input on the appropriateness of locations considered for roundabouts;
- Identify the best options for traffic management, business access, and future intersection improvements.

The evaluation concluded that the South Carson Street at Stewart Street intersection is the most reasonable for a roundabout at the current time, considering existing right-of-way, capacity to support a future connection to S. Curry Street, placement relative to the coordinated signal system, and that this intersection may serve as a gateway feature to the revitalized downtown area.

Carson City staff conducted a field tour during the weeks of October 15 and October 22, 2018 to visit the businesses along the project corridor. Staff provided an overview of the project and project schedule, gathered feedback, and discussed various communication tools for the public to stay connected during the design and construction process. A public meeting was also held on December 11, 2018 to present the project and gather feedback from the community.

At the November 14, 2018 RTC meeting, the project design team presented an overview of the project, responded to questions, and gathered feedback from the RTC. The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project, which was later accepted by the Board of Supervisors on December 20, 2018.

The South Carson Complete Streets Project plans to convert the large South Carson Street corridor into more productive uses that facilitate comfortable, convenient, and safe travel for pedestrians and cyclists; improve access to abutting businesses; spur private investment in this important and vibrant commercial corridor; increase driver safety; and prepare Carson City for future Smart City advancements. The project limits are from the intersection of South Carson Street and 5th Street, south to the intersection of South Carson Street and I-580/US 50. The project includes pedestrian safety measures, ADA-compliant sidewalks and curb ramps, narrowed travel lanes, a buffered multi-use path, dedicated bicycle facilities, a roundabout, critical improvements to stormwater infrastructure, improved business access, public art, lighting fixtures, new signals, upgrades to the water and sewer systems, and fiber optic communications improvements that will complete the City's core communications ring. Construction is anticipated to start near the end of 2019. Public Works staff will provide a presentation and be available to answer questions.

The following is a tentative schedule of remaining key milestones leading up to final design of the project:

- April 2019 – Carson City Board of Supervisors (BOS) and Redevelopment Authority of Carson City (RACC) meetings: Review and comment on “60%” project design.
- April 12, 2019 – Public workshop to discuss project details with interested stakeholders
- June/July of 2019 – RTC, BOS, and RACC meetings: Review and comment on “90%” project design.
- August 2019 – Complete project design

If you have any questions regarding the South Carson Complete Streets Project, you can contact Tom Grundy, Senior Project Manager, at tgrundy@carson.org/283-7081 or Dan Stucky, City Engineer, at dstucky@carson.org/283-7084.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

- Do not recommend acceptance.
- Provide alternative direction to staff.

Supporting Material

N/A

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: March 13, 2019

Staff Contact: Brian Elder, Project Manager

Agenda Title: For Possible Action: Discussion and possible action regarding determining that Sierra Nevada Construction (SNC) is the lowest responsive and responsible bidder under NRS Chapter 338, and awarding SNC Contract No. 1819-184 District 1 Pavement Preservation Project for base bid of \$784,634.50, plus a 10% contingency amount of up to \$78,463.45 for a total not to exceed amount of \$863,097.95 to be funded from the RTC and Sewer Accounts as provided in the FY19 budget.

Staff Summary: In September of 2018, the RTC approved pursuit of The District 1 Pavement Preservation Project. The proposed contract will include permanent pavement patching, Type 3 modified rapid setting slurry seal (including removal of existing pavement markings prior to slurry), and striping on multiple roads in Carson City. Road improvements will be located on College Parkway between Northgate Lane and Airport Road, Roop Street between College Parkway and Hot Spring Road, Hot Springs Road between Roop Street and Northgate Lane, and Arrowhead Drive between Emerson Drive and Convair Drive. In line with the City's Complete Streets Policy, striping modifications are incorporated on College Parkway and Roop Street.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to determine that SNC is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award SNC Contract No. 1819-184 District 1 Pavement Preservation Project for base bid of \$784,634.50, plus a 10% contingency amount of up to \$78,463.45 for a total not to exceed amount of \$863,097.95 to be funded from the RTC and Sewer Accounts as provided in the FY19 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Nevada Appeal and on the Carson City website on February 5, 2019. The bids were opened at approximately 11:10 a.m. on February 26, 2019 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Parrish Bowes; VSS International, Darcy Carpenter; SNC, Brian Elder; Carson City Public Works, Lindy Olsen; Intermountain Slurry Seal, Carol Akers; Purchasing and Contracts and Kate Allen; Carson City Public Works.

Bids were received from the following bidders.

<u>Name of Bidder</u>	<u>Total Bid</u>
Sierra Nevada Construction	\$784,634.50
VSS International	\$786,516.30
Intermountain Slurry Seal	\$795,798.45

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

An alternate bid item (Schedule B in Exhibit 1) to apply a green pavement treatment on crosswalks and selective bike lane facilities was denied due to a higher than anticipated cost. If clarification on the bid item can be provided to the contractor and results in a reduced cost, staff plans to contract for the green pavement treatment so long as contingency is available.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RTC Fund, Construction Account (for construction) / 250-3035-431.70-40; RTC Fund, Labor Account, 250-3035-431.70-70 (for labor), and Sewer Fund, Construction / 510-3205-434.70-40, Project # 031810.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Sewer funds will be used for Item 4 of the Bid Proposal to repair a failure to the sewer trench located in College Parkway between Northgate Lane and Emerson Drive and to construct a permanent pavement patch over the repaired trench. The total cost of the sewer trench repair will be \$236,300.00, plus a 10% contingency of \$23,630.00 for a not to exceed amount of \$259,930.00. The remaining contract amount will be funded from the RTC Transportation Infrastructure fund which incorporates a bid proposal amount of \$548,344.50, plus a 10% contingency of \$54,833.45 for a total not to exceed amount of \$603,167.95. The total cost to the Transportation Infrastructure account equates to \$743,167.95 and the total estimated project cost is \$1,003,098. Available funding from RTC Fund, Transportation Infrastructure Account / 250-3035-431.70-90 is \$1,771,163 and from Sewer Undesignated Account / 510-3205-434.71-99 is \$873,645, a budget transfer will be done to move it to the correct project number.

Alternatives

- Do not execute contract and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Bid Tabulation Report
- Exhibit-2: Budget Tracking Spreadsheet
- Exhibit-3: Draft Contract 1819-184 & Bid Proposal

Board Action Taken:

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

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362**

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

Notice to Contractors Bid# 1819-184 District 1 Pavement Preservation Project

Date and Time of Opening: February 26, 2019 @ 11:10am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Sierra Nevada Construction, Inc.		VSS International, Inc.		Intermountain Slurry Seal, Inc.		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$75,000.00	\$75,000.00	\$61,150.85	\$61,150.85	\$66,142.68	\$66,142.68
2	Traffic Control	1	LS	\$58,518.00	\$58,518.00	\$70,950.00	\$70,950.00	\$83,003.27	\$83,003.27
3	Permanent Pavement Patching (5" AC on 9" Aggregate Base or Match Existing, whichever is greater) Includes Sawcutting, Removal and Compaction New Type 2 Aggregate Base and AC Pavement Section. See pages B-3 thru B-9 of attachment B of these bid documents for approximate locations and dimensions of patching.	9000	SF	\$14.50	\$130,500.00	\$11.92	\$107,280.00	\$10.28	\$92,520.00
4	Permanent AC Patching with Geogrid Reinforcement. Excavate 24" to subgrade, compact subgrade and install 1 st Geogrid Layer (Spectra Tensar TriAx TX160, TX7 or approved equal), Place and Compact 12" Type 2 Aggregate Base, Place 2 nd Geogrid Layer, Place and Compact 6" Type 2 Aggregate Base and Construct 6" AC Pavement Patch. See pages B-1 thru B-2 of attachment B of these bid documents for approximate locations and dimensions of patches.	13900	SF	\$17.00	\$236,300.00	\$15.73	\$218,647.00	\$11.29	\$156,931.00
5	Apply Type 3 Modified Rapid Setting Slurry Seal (Includes Removal of Existing Striping Prior to Application of Rapid Setting Slurry Seal)	105,500	SY	\$1.90	\$200,450.00	\$2.28	\$240,540.00	\$2.97	\$313,335.00
6	Arrowhead Drive Striping from Goni Road to Imus Road - Paint 4" Double Yellow Centerline Stripe and Two 4" White Fog Line Stripes on, Not Included in Striping Quantities Below. To be laid out in field (No plans for this striping, lane widths shall be between 10.5' and 11' in width in both directions, skipping over major and minor cross street intersections)	1	Mile	\$6,500.00	\$8,450.00	\$6,825.00	\$8,872.50	\$6,500.00	\$8,450.00
7	Paint 4" Solid Yellow Stripe	6550	LF	\$0.35	\$2,292.50	\$0.37	\$2,423.50	\$0.35	\$2,292.50
8	Paint 6" Solid Yellow Stripe	390	LF	\$0.45	\$175.50	\$0.47	\$183.30	\$0.45	\$175.50
9	Paint Double 4" Yellow Stripe	14550	LF	\$0.60	\$8,730.00	\$0.63	\$9,166.50	\$0.60	\$8,730.00
10	Paint 6" Solid White Stripe	34800	LF	\$0.45	\$15,660.00	\$0.47	\$16,356.00	\$0.45	\$15,660.00
11	Paint 8" Solid White Stripe	5400	LF	\$0.60	\$3,240.00	\$0.63	\$3,402.00	\$0.60	\$3,240.00
12	Paint 8" Dotted White Stripe	1100	LF	\$0.60	\$660.00	\$0.63	\$693.00	\$0.60	\$660.00
13	Paint Left and Right Turn Arrows	135	EA	\$0.60	\$81.00	\$0.63	\$85.05	\$0.60	\$81.00
14	Paint 4" Broken White Stripe	15160	LF	\$0.25	\$3,790.00	\$0.26	\$3,941.60	\$0.25	\$3,790.00
15	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	10000	LF	\$0.45	\$4,500.00	\$0.47	\$4,700.00	\$0.45	\$4,500.00
16	Pavement Symbol-"ONLY"	12	EA	\$75.00	\$900.00	\$78.75	\$945.00	\$75.00	\$900.00
17	Paint 24" White Stop Bar Markings	825	LF	\$6.50	\$5,362.50	\$6.83	\$5,634.75	\$6.50	\$5,362.50
18	Cross Walk Striping -- 24" White Striping	3800	LF	6.5	\$24,700.00	6.83	\$25,954.00	\$6.50	\$24,700.00
19	Pavement Symbol-Thru Arrows	5	EA	90	\$450.00	94.5	\$472.50	\$90.00	\$450.00
20	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	102	EA	25	\$2,550.00	26.25	\$2,677.50	\$25.00	\$2,550.00
21	Bike Lane Symbols	31	EA	75	\$2,325.00	78.75	\$2,441.25	\$75.00	\$2,325.00
Total Bid Price (Schedule A)					\$784,634.50		\$786,516.30		\$795,798.45
Alternate Bid Items Schedule B:									
22	Paint 4' Solid Green Bike Lane - Color-Safe Methyl Methacrylate (MMA) or approve equal	1490	LF	\$ 41.50	\$61,835.00	43.58	\$64,934.20	\$41.50	\$61,835.00
23	Paint 4' Broken Green Bike Lane - Color-Safe Methyl Methacrylate (MMA) or approve equal	850	LF	\$ 41.50	\$35,275.00	43.58	\$37,043.00	\$41.50	\$35,275.00
24	Paint 24" Solid Green Stripe - Color-Safe Methyl Methacrylate (MMA) or approve equal	350	LF	\$ 20.75	\$7,262.50	21.79	\$7,626.50	\$20.75	\$7,262.50
26	Total Alternate Bid Price (Schedule B)				\$104,372.50		\$109,603.70		\$104,372.50
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	

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Exhibit #2 - Budget Tracking Spreadsheet

SNC Bid Proposal (Alternate Bid Item Not Awarded)						
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL BID	
1	Mobilization, Demobilization and Clean-Up	1	LS	\$75,000.00	\$75,000.00	
2	Traffic Control	1	LS	\$58,518.00	\$58,518.00	
3	Permanent Pavement Patching (5" AC on 9" Aggregate Base or Match Existing, whichever is greater) Includes Sawcutting, Removal and Compaction New Type 2 Aggregate Base and AC Pavement Section	9,000	SF	\$14.50	\$130,500.00	
4	Sewer Trench Fix - Remove 18" AC and AB and Patch	13,900	LS	\$17.00	\$236,300.00	
5	Apply Type 3 Modified Rapid Setting Slurry Seal (Includes Removal of Existing Striping Prior to Application of Rapid Setting Slurry Seal)	949,500	SF	\$0.21	\$200,450.00	
6	Arrowhead Drive Striping from Goni Road to Imus Road - Paint 4" Double Yellow Centerline Stripe and Two 4" White Fog Line Stripes on, Not Included in Striping Quantities Below. To be laid out in field (No plans for this striping, lane widths shall be between 10.5' and 11' in width in both directions, skipping over major and minor cross street intersections)	1	LS	\$8,450.00	\$8,450.00	
7	Paint 4" Solid Yellow Stripe	6,550	LF	\$0.35	\$2,292.50	
8	Paint 6" Solid Yellow Stripe	390	LF	\$0.45	\$175.50	
9	Paint Double 4" Yellow Stripe	14,550	LF	\$0.60	\$8,730.00	
10	Paint 6" Solid White Stripe	34,800	LF	\$0.45	\$15,660.00	
11	Paint 8" Solid White Stripe	5,400	LF	\$0.60	\$3,240.00	
12	Paint 8" Dotted White Stripe	1,100	LF	\$0.60	\$660.00	
13	Paint Left and Right Turn Arrows	135	EA	\$0.60	\$81.00	
14	Paint 4" Broken White Stripe	15,160	LF	\$0.25	\$3,790.00	
15	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	10,000	LF	\$0.45	\$4,500.00	
16	Pavement Symbol-"ONLY"	12	EA	\$75.00	\$900.00	
17	Paint 24" White Stop Bar Markings	825	LF	\$6.50	\$5,362.50	
18	Cross Walk Striping - 24" White Striping	3,800	LF	\$6.50	\$24,700.00	
19	Pavement Symbol-Thru Arrows	5	EA	\$90.00	\$450.00	
20	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	102	EA	\$25.00	\$2,550.00	
21	Bike Lane Symbols	31	EA	\$75.00	\$2,325.00	
Construction Total - SNC Bid Proposal=					\$784,634.50	
RTC Project Costs						
	RTC Construction Cost	1	LS	\$548,334.50	\$548,334.50	
	10% Construction Contract Contingency	1	LS	\$54,833.45	\$54,833.45	
RTC Construction Budget=					\$603,167.95	
	Staff Time, Design, Project Management, Construction Management, Material Testing	1	LS	\$140,000.00	\$140,000.00	
Total RTC Budget=					\$743,167.95	
Sewer Project Costs						
	Sewer Trench Fix - Remove 18" AC and AB and Patch	1	LS	\$236,300.00	\$236,300.00	
	10% Construction Contract Contingency	1	LS	\$23,630.00	\$23,630.00	
Total Sewer Budget					\$259,930.00	
Total Project Budget (RTC and Sewer)=					\$1,003,097.95	

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-184

Title: District 1 Pavement Preservation Project

THIS CONTRACT made and entered into this 13th day of March, 2019, 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. 1819-184**, titled **District 1 Pavement Preservation 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.1819-184 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-184

Title: District 1 Pavement Preservation Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its 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 L. Robertson, President
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

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

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-184

Title: District 1 Pavement Preservation Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Seven Hundred Eighty Four Thousand Six Hundred Thirty Four Dollars and 50/100 (\$784,634.50).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

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

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construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

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

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

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

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

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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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:

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

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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 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

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CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

16. **BUSINESS LICENSE:**

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

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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:

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: Carol Akers
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7124
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 1819-184
Project# 031810
Account # 250-3035-431-70-40
510-3205-434-70.40

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7586

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 L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 19-00004425

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

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 13, 2019, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-184** and titled **District 1 Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of March, 2019.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 13th day of March, 2019.

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 #1819-184** and titled **District 1 Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID #1819-184** and titled **District 1 Pavement Preservation Project**

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

Printed Name of Principal: _____

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

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1819-184** and titled **District 1 Pavement Preservation Project** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

BID PROPOSAL

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 Attached 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 # 1819-184, PWP # CC-2019-134, for the Project Title: District 1 Pavement Preservation Project.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: February 13, 2018

Sierra Nevada Construction, Inc.

Principal

By: Kevin L. Robertson, President

Liberty Mutual Insurance Company

Surety

By: Andrea M. Cantlon, Attorney-In-Fact



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.

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

Certificate No: 8200430

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Cassandra Medina, Patricia Owens, Nicholas D. Rossi, 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 30th day of January, 2019.



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

By: [Signature]
David M. Carey, 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.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 13th day of February 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

BID PROPOSAL

BID # 1819-184

BID TITLE: "District 1 Pavement Preservation Project"

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

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

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

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

BIDDER acknowledges receipt of 1 Addendums.

BP.1 SUMMARY

Description	Schedule d Value	Unit	Unit Price	Total Price	
Base Bid Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	75,000.00	75,000.00
2	Traffic Control	1	LS	52,518.00	52,518.00
3	Permanent Pavement Patching (5" AC on 9" Aggregate Base or Match Existing, whichever is greater) Includes Sawcutting, Removal and Compaction New Type 2 Aggregate Base and AC Pavement Section. See pages B-3 thru B-9 of attachment B of these bid documents for approximate locations and dimensions of patching.	9,000	SF	14.50	130,500.00
4	Permanent AC Patching with Geogrid Reinforcement. Excavate 24" to subgrade, compact subgrade and install 1 st Geogrid Layer (Spectra Tensar TriAx TX160, TX7 or approved equal), Place and Compact 12" Type 2 Aggregate Base, Place 2 nd Geogrid Layer, Place and Compact 6" Type 2 Aggregate Base and Construct 6" AC Pavement Patch. See pages B-1 thru B-2 of attachment B of these bid documents for approximate locations and dimensions of patches.	13,900	SF	17.00	236,300.00
5	Apply Type 3 Modified Rapid Setting Slurry Seal (Includes Removal of Existing Striping Prior to Application of Rapid Setting Slurry Seal)	105,500	SY	1.90	200,450.00
6	Arrowhead Drive Striping from Goni Road to Imus Road - Paint 4" Double Yellow Centerline Stripe and Two 4" White Fog Line Stripes on, Not Included in Striping	1.3	Mile	6,500.00	8,450.00

BID PROPOSAL

	Quantities Below. To be laid out in field (No plans for this striping, lane widths shall be between 10.5' and 11' in width in both directions, skipping over major and minor cross street intersections)	—	—	—	—
7	Paint 4" Solid Yellow Stripe	6,550	LF	0.35	2,292.50
8	Paint 6" Solid Yellow Stripe	390	LF	0.45	175.50
9	Paint Double 4" Yellow Stripe	14,550	LF	0.60	8,730.00
10	Paint 6" Solid White Stripe	34,800	LF	0.45	15,660.00
11	Paint 8" Solid White Stripe	5,400	LF	0.60	3,240.00
12	Paint 8" Dotted White Stripe	1,100	LF	0.60	660.00
13	Paint Left and Right Turn Arrows	135	EA	0.60	81.00
14	Paint 4" Broken White Stripe	15,160	LF	0.25	3,790.00
15	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	10,000	LF	0.45	4,500.00
16	Pavement Symbol-"ONLY"	12	EA	75.00	900.00
17	Paint 24" White Stop Bar Markings	825	LF	6.50	5,362.50
18	Cross Walk Striping – 24" White Striping	3,800	LF	6.50	24,700.00
19	Pavement Symbol-Thru Arrows	5	EA	90.00	450.00
20	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	102	EA	25.00	2,550.00
21	Bike Lane Symbols	31	EA	75.00	2,325.00
BP.2 Total Base Bid Price (Schedule A)					784,634.50
Alternate Bid Items Schedule B:					
A1	Paint 4' Solid Green Bike Lane – Color-Safe Methyl Methacrylate (MMA) or approve equal	1,490	LF	41.50	61,835.00
A2	Paint 4' Broken Green Bike Lane - Color-Safe Methyl Methacrylate (MMA) or approve equal	850	LF	41.50	35,275.00
A3	Paint 24" Solid Green Stripe - Color-Safe Methyl Methacrylate (MMA) or approve equal	350	LF	20.75	7,262.50
BP.3 Total Alternate Bid Price (Schedule B)					104,372.50

BP.4 Total Base (Schedule (A)) Bid Price Written in Words:

Seven hundred eighty four thousand six hundred thirty four dollars fifty cents

BP.5 Total Alternate (Schedule (B)) Bid Price Written in Words:

One hundred four thousand three hundred seventy two dollars fifty cents

BP.6 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

BID PROPOSAL

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.7 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:	7/31/19
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	19-00004425
Date Issued:	12/28/18
Date of Expiration:	12/31/19
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.8 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	
Address:	
City, State, Zip Code:	

BID PROPOSAL

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

BP.9 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
see attached	
Name 1)	
Title 1)	
Name 2)	

BID PROPOSAL

Title 2)

see attached

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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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.10 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
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
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
City of Santa Clarita	2017-18 Slurry Seal	\$ 1,799,695.00	Slurry/Micro-Surfacing	01/03/19	Nelson Vasquez	661-670-9823	23920 Valencia Blvd., Santa Clarita, CA 91355
City of Clayton	2018 Neighborhood Streets	\$ 784,007.00	Slurry Seal	11/19/18	Scott Altman	925-683-5025	6000 Heritage Trail, Clayton, CA 94517
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Slurry/Micro-Surfacing/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
San Luis Obispo County	2017-18 Surface Treatment Various County Roads	\$ 2,177,607.00	Slurry Seal/Fog Seal	09/14/18	Pete Nowell	805-440-6791	County Govt Center, Room 206, SLO, CA 93408
City of Clovis	Rubberized Cape Seal 2018	\$ 824,007.00	Cape Seal	06/25/18	Thomas Cheng	559-324-2374	1033 Fifth Street, Clovis, CA 93612
City of Sparks	2018 Street Preventive Maintenance	\$ 439,105.00	Microsurfacing	11/30/17	Bob Schricker	775-353-2273	P.O. Box 857, Sparks, NV 89432-0857
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
County of San Luis Obispo	2016-17 Surface Treatment Various County Roads	\$ 526,007.00	Slurry/Micro/Fog Seal	11/30/17	Simon Hernandez	805-509-5705	County Govt Center, Room 206, SLO, CA 93408
Lyon County	2017 Pavement Maintenance Project	\$ 857,007.00	Slurry Seal	11/30/17	Brian Harer	775-827-6111	18 Hwy 95A North, Yerington, NV 89447
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Carson City	Carson City Pavement Preservation-Micro-Surfacing	\$ 664,007.00	Slurry/Micro	11/30/17	Rick Cooley	775-887-2133	201 North Carson Street, Carson City, NV 89701
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,498,000.00	Slurry Seal/Microsurfacing	11/07/17	Nelson Vasquez	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
Nevada Department of Transportation	NDOT #3689 McCarran Slurry	\$ 459,007.00	Slurry/Micro	11/03/17	Brad Durski	775-888-3024	1263 S. Stewart Street, Carson City, NV 89712
City of Elko	Micro Slurry Project - 2017	\$ 492,007.00	Slurry/Micro	11/01/17	Dennis Strickland	775-777-7100	1751 College Avenue, Elko, NV 89801
County of Sierra	Sierraville Dearwater Airport Slurry Seal and Re-Stripe Runway Project	\$ 66,007.00	Slurry Seal	10/31/17	Bryan Davey	530-289-3201	P.O. Box 98, Downieville, CA 95936
Douglas County	2017 Road Seal	\$ 419,007.00	Chip Seal/Slurry Seal	10/31/17	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Topaz Ranch Estates GID	Topaz Ranch Estates GID Phase 1B - Waterline Improvements	\$ 226,466.00	Slurry Seal	10/21/17	Aspen Developers: Jon Winfield	775-786-3310	2340 East 5th Street, Reno, NV 89512
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
City of Davis	2016 Pavement Rehabilitation	\$ 565,000.00	Slurry Seal	10/01/17	Michael Mitchell	530-757-5686	1717 5th Street, Davis, CA 95616
Nevada Department of Transportation	NDOT #3670 SR 341	\$ 341,007.00	Scrub Seal	09/30/17	John Angel	775-720-4526	123 W. Nye Lane, Carson City, NV 89706
City of Hanford	FY 16/17 Fiberized Micro Surfacing Pavement Treatment Project	\$ 191,007.00	Fiberized Micro	09/30/17	Steve Coodey	559-469-7715	315 N. Douty Street, Hanford, CA 93230
Santa Barbara County	2016-17 Countywide Preventive Maintenance Project	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
County of Fresno	Slurry Seals in Various Locations No. 16-14-C	\$ 464,489.50	Slurry Seal	07/31/17	Keith Eckert	559-862-5024	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Chip/Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Visalia	2016 Reclamite Seal	\$ 976,676.81	Reclamite Seal	10/14/16	Norm Goldstrom	559-713-4186	338 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. Hazelton 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	Nelson Vasquez	661-670-9823	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/Cape 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	Matiel 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

STATEMENT OF EXPERIENCE

Gardnerville Ranchos GID	2015-2016 Street Maintenance	\$ 388,367.80	Slurry Seal	08/30/15	Robert Spellberg	775-265-2048	831 Mitch Drive, Gardnerville, NV 89410
County of Fresno	Fresno County Slurry Seal	\$ 477,135.00	Slurry Seal	06/30/15	D'Andra Buchanan	559-696-9789	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Regional Transportation Commission	2014 Preventive Maintenance	\$ 2,322,007.11	Slurry/Micro/Chip Seal	01/01/15	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
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 Rockin	2014 Resurfacing Project	\$ 2,208,709.95	Slurry/Micro/Asphalt Rubber Chip Seal	12/19/14	Justin Nartker	916-625-5500	4081 Alvis Court, Rockin, 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	\$ 534,748.82	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 03-3M8304 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 Holtrigel	530-283-2492	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michele 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 Schricker	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
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	775-887-3376	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 Darnale	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

STATEMENT OF EXPERIENCE

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	08/25/08	Otis W. Tipton, III	775-738-5036	994 River Street, Elko, NV 89801

BID PROPOSAL

BP. 11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



 Signature of Authorized Certifying Official

 Kevin L. Robertson
 Printed Name

President

 Title

 February 26, 2019
 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
2017	0.68	1.14
2018	0.62	2.84

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.12 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 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>Mobilization (partial), traffic control (partial), patching, rapid setting slurry</i>		
Name of Subcontractor <i>Nevada Barricade & Sign</i>	Address <i>975 Industrial Way, Sparks, Nevada 89431</i>	
Phone <i>775-331-5100</i>	Nevada Contractor License # <i>52315</i>	Limit of License <i>unlimited</i>
Description of work <i>Mobilization (partial), traffic control (partial), striping and pavement markings</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.13 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License Unlimited
Description of work <i>mobilization (partial), traffic control (partial), patching, rapid setting slurry</i>		
Name of Subcontractor <i>Nevada Barricade Sign</i>	Address <i>975 Industrial Way, Sparks, Nevada 89431</i>	
Phone <i>775-331-5100</i>	Nevada Contractor License # <i>52315</i>	Limit of License <i>unlimited</i>
Description of work <i>mobilization (partial), traffic control (partial), striping and pavement markings</i>		
Name of Subcontractor <i>None</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 14 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 None	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. 15

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: \$					
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, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. CC-2019-13, Project Name District 1 Pavement Preservation certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

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

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

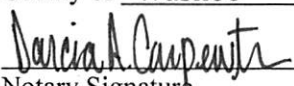
By: Kevin L. Robertson Title: President

Signature:  Date: February 26, 2019

Signed and sworn to (or affirmed) before me on this 26th day of February, 2019,
by Kevin L. Robertson (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

 STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (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

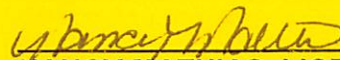
CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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, 2018 AND EXPIRES ON JULY 31, 2019 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

7/5/2018

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.16 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "District 1 Pavement Preservation Project", contract number **1819-184**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

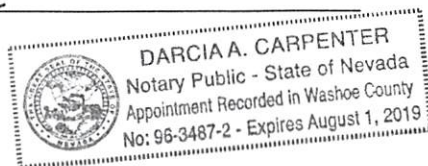
PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz


(Signature of Bidder)

DATED: February 26, 2019

Signed and sworn (or affirmed) before me on this 26th day of February, 2019, by
Kevin L. Robertson.


(Signature of Notary)



(Notary Stamp)

Work Experience

Justin Tenpenny, Superintendent

Washoe County Public Works Engineering Division 2014, 2015, 2016, 2017, 2018
Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contact - Greg Belancio
1001 East Ninth Street
Reno, NV 89502
775-328-2052

Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

Contact – Scott Gibson/Doug Maloy
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
775-348-0171

Regional Transportation Commission Preventative Maintenance 2012

Performed Type III and Type II Microsurfacing

Contact – Scott Gibson/Garth Oksol
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
775-348-0171

Lyon County Preventative Maintenance 2014, 2015, 2016, 2017

Performed Type III and Type II Microsurfacing Cape Seals

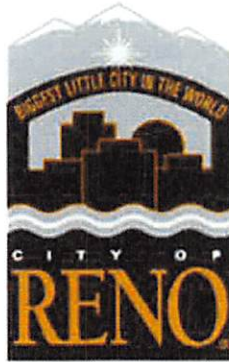
Contact – Dustin Homan
Lyon Co. Public Works
34 Lakes Blvd
Dayton, NV 89403
775-463-6551 ext 1223

City of Fernley PMP Maintenance Project 2016, 2018

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Jessica Dover
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
775-784-9919

**PUBLIC WORKS
DEPARTMENT**
PO Box 1900
Reno, NV 89505



February 19, 2019

To Whom it May Concern:

Sierra Nevada Construction applied micro-surfacing in the City of Reno for project years 2017 and 2018. Justin Tenpenny was the Construction Manager for both projects. The projects were completed on time and within budget.

City of Reno required Type II aggregates for use with RTE emulsions. Aggregate and emulsion materials used on the projects were monitored closely and typically met specifications as required by the City of Reno contracts. All material was ordered and delivered on time in order to meet the weekly work schedules. Stockpile areas were kept neat and free of debris and BMPs were used appropriately.

The weekly work schedules were generally appropriate in size to enable completion, minimizing the need for rescheduling, and thus minimizing the inconvenience to residents and businesses. Additionally, I received comments from residents about the courtesy of Sierra Nevada Construction crews. Whether responding to questions about the type of work they were performing or meeting the demands of those with special needs, Sierra Nevada Construction crews were responsive and courteous to residents and drivers.

The placement of the micro-surface material was within the specified application rates and appeared smooth and nearly blemish free.

Overall Sierra Nevada Construction performed very well and I would have no reservations with them as the contractor on future projects for the City of Reno.

Sincerely,

A handwritten signature in blue ink, appearing to read "Teri Martinetti", with a long horizontal flourish extending to the right.

Teri Martinetti
Project Coordinator
Capital Projects

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/FAX 887-2286
<https://carson.org/bids>
NOTICE TO CONTRACTORS
BID #1819-184
PWP# CC-2019-134
District 1 Pavement Preservation Project

February 22, 2019

Addendum No. 1

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

1. If the Alternate bid items are not accepted, will there be any Green striping on this project in any material?
 - a. Green paint is only an alternate bid item(s).

2. I see that the city has a bid out, District 1 Pavement Preservation project that has MMA or approved, green bike lanes. Would you approve of our Endurablend for this project?
 - a. To be considered an approved equal to the MMA product for green paint applications, an alternative product must not require a specialty/certified contractor nor proprietary equipment to apply. The City requires a product with similar durability, but also hopes to maintain/repair/reapply product in the future using City crews and equipment.

Please also add SC 4.10, below as part of the Special Conditions Document.

SC 4.10 **Paint 4' Solid Green Bike Lane - Color-Safe Methyl Methacrylate (MMA) or approved equal**
Paint 4' Broken Green Bike Lane - Color-Safe Methyl Methacrylate (MMA) or approved equal
Paint 24" Solid Green Stripe - Color-Safe Methyl Methacrylate (MMA) or approved equal

- A. Work under these alternate bid items (if awarded) shall conform to the requirements of Section 214 "PAINT" and Section 324 "PAINTING, PAVEMENT STRIPING AND MARKING" of the 2016 Standard Specifications for Public Works Construction including all revisions, Special Conditions, Technical Specification and manufacturer's instructions. Pavement marking shall be in



accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition including all revisions. Application shall be per the "Mixed Resin and Aggregate Application Method"

- B. Measurement of this item will be on a per linear foot basis.
- C. Color-Safe Methyl Methacrylate (MMA) or approved equal
- D. Payment for these items will be made at the unit price named in the Proposal Summary, which shall constitute full compensation for mobilization, furnishing and installing Color-Safe Methyl Methacrylate (MMA) or approved equal with compatible glass beads, portable light plants and all other labor, tools, equipment, materials and incidentals required to perform the work.

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STAFF REPORT

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

Meeting Date: March 13, 2019

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding the approval of an agreement with Crispin Porter & Bogusky LLC, on behalf of Domino's Pizza, accepting a donation in the amount of \$5,000.00 to pay for filling potholes, and agreeing to participate in Domino's Pizza's "Paving for Pizza" program.

Staff Summary: Domino's Pizza would like to partner with Carson City to participate in their "Paving for Pizza" program.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the agreement with Crispin Porter & Bogusky LLC and to accept the donation from Domino's Pizza to pay to fill potholes in Carson City for an amount of \$5,000.00.

Background/Issues & Analysis

Domino's Pizza would like to engage with Carson City to improve road conditions by providing funds to fill potholes as part of the their Paving for Pizza Program. The program aims to improve roads in an effort to create better driving conditions for Domino's customers and delivery drivers. Our residents nominated Carson City to receive the donation funds. The work will take place this spring and Domino's may use the improvements to further promote their Paving for Pizza Program.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270(1)(e).

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Street Maintenance Fund, Gifts and Donations / 256-0000-365.31-00

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Domino's Pizza will donate \$5,000 to Carson City's Street Maintenance fund to fill potholes no later than May 15, 2019.

Alternatives

-Do not accept donation.

-Provide alternative direction to staff.

Supporting Material

-Exhibit-1: Agreement with Domino's Pizza

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

DOMINO'S "PAVING FOR PIZZA" AGREEMENT

As we have discussed, Domino's would like to engage with Carson City, a consolidated municipality, (City) to improve road conditions by providing funds to fill potholes in accordance with the terms set forth below. Accordingly, the City and Crispin Porter & Bogusky LLC ("CPB"), as agent for Domino's Pizza LLC. ("Domino's"), agree as follows:

Funds: Domino's will provide to City funds in the amount of \$5000.00 (the "Funds"), payable by April 15, 2019 provided that this agreement has been fully executed by City and Domino's and further provided that City is in compliance with this agreement.

Use of Funds: City agrees to use the Funds solely for the purpose of filling potholes in the City. In its sole discretion, City will determine the standards and specifications for filling potholes. City agrees that the potholes will be filled no later than May 15, 2019. City will provide CPB with the total number of potholes that will be filled using the Funds.

Materials/Usage: City agrees to film or photograph at least two (2) of the potholes before and after they are filled and provide the film/photographs (collectively, the "Images") to CPB for Domino's use. City agrees that Domino's may use the Images, may identify the City as an "official partner" of the Paving for Pizza Program and may indicate that Domino's provided the City with Funds to fill potholes in the City, in any and all media and materials, anywhere in the world, for any lawful purpose, including without limitation for purposes of advertising and trade, in perpetuity, in connection with Domino's "Paving for Pizza" campaign. Neither CPB nor Domino's, however, may portray the City as endorsing or sponsoring Domino's.

Messaging: Domino's agrees that messaging or other materials that reference the City and potholes and/or the Paving for Pizza Program (collectively, the "Materials"): (a) will not portray the City in a negative light, (b) will not suggest that the City has difficulty filling potholes or has an excessive number of potholes; and (c) will comply with brand protection or compliance guidelines provided by the City to CPB. Accordingly, CPB will provide the Materials to the City for its review so that the City may confirm that the Materials comply with this "Messaging" provision. City agrees that the City will respond to any CPB request for review of Materials within five (5) business days of receipt of the applicable Materials. If the City believes that any Materials do not comply with this "Messaging" provision, the City agrees to explain its reasons for this belief in writing and with specificity. If the City does not respond within five (5) business days of CPB's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision.

Notice: All notices under this agreement shall be in writing and shall be deemed 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 following addresses:

Notice to City shall be addressed to:

Darren Schulz, PE
Director
Carson City Public Works Department
3505 Butti Way

Carson City, NV 89701
Tel: 775-283-7391
Fax:

Notice to CPB shall be addressed to:

Brad George

Account Supervisor

(248) 808-4507

Crispin Porter Bogusky +

Bgeorge@cpbgroup.com

Either Party may change the address to which or person to whom notices must be sent by sending notice as described above.

Representations and Warranties: The signatory to this agreement for the City represents and warrants that the signatory has the right, power and authority to enter into and bind City to the terms of this agreement.

Use of Domino's Name and Trademark: City agrees that City shall not use Domino's name or trademark in any public-facing materials unless City obtains Domino's written approval in each instance.

Release: City agrees that City shall have no claim to compensation or benefits (other than as specifically set forth herein) nor any claim arising out of or in connection with this agreement, including without limitation, any claim in connection with City's use of the Funds, the filling of the potholes, or the use of the Images and City's name.

Contingency: City understands and agrees that once this agreement has been fully executed by both parties, CPB/Domino's and the City shall have the right, but not the obligation, to terminate this agreement, and in such event the terms of this agreement shall be deemed null and void and of no force or effect and neither party shall have any obligation to the other party.

Confidentiality: City will not disclose the terms of this agreement to any third parties, other than, on a confidential basis, its business representatives and legal counsel, unless required by law, such as the Public Records Act, or court order.

ACCEPTED AND AGREED:

Carson City, a consolidated municipality

CRISPIN PORTER & BOGUSKY LLC as agent for Domino's
Pizza LLC.

By: _____

By: _____

Authorized Party

[NAME]

Title: _____

Title: _____

Date: _____

Date: _____

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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: March 13, 2019
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: March 4, 2019
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 January 2019**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	485	1,935
Street Patching Operation (tons of asphalt)	0	404
Pot Holes Repaired	0	39

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	5	651
Tree Removal	2	8
Tree Replacement	0	0
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	2	32
Weed Abatement Chemical Sprayed (gallons applied)	0	3795

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	19	232
Curb & Gutter (linear feet)	0	1080
Sidewalk & Flat Work (sq/ft)	480	8815
Wheel Chair Ramps	0	10
Misc.		245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	Stump grinding-11 stumps removed Repaired erosion damage from the recent storms on Silver Sage south of Clearview.	340
Shoulder Work on Asphalt Roads		445
Debris Cleaned	3	128

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	21	1037
Lineal foot of ditch cleared	0	3140
Pipe Hydro Flushed (linear feet)	0	554
Drainage Inlets Cleaned	489	1051
Sediment Removed from Ditches (yards)	21	1037

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	572	3926.4
Material Picked Up (yards)	277	2411
City Parking Lots Swept	0	9

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	31	210
Bins Hauled for Sweeping Operation (yards)	60	427
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	28
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	141	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	54	208
Signs Replaced	62	243
Sign Post Replaced	7	44
Signs Replaced due to Graffiti Damage	5	27
Delineators Replaced	48	111
Cross Walks Painted	0	437
Stop Bars Painted	0	744
Yield Bars Painted	0	191
Right Arrows Painted	0	86
Left Arrows Painted	0	400
Straight Arrows Painted	0	59
Stop (word) Painted	0	58
Only (word) Painted	0	182
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	5	37
Curb Painted (linear feet)	0	60

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	4 Events-417 yards of salt/sand used, 6,000 gallons applied	7
Rain Event/Flood Control	2 Event-Cleared 489 drains and collected 21 yards of debris	4
Wind	0	0



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

RTC Meeting Date: March 13, 2019
Time Requested: 10 Minutes
To: Regional Transportation Commission
From: Dan Stucky, City Engineer
Date Prepared: February 29, 2019
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information

List of Projects

South Carson Street Complete Streets Project..... 2
Freeway Multi-Use Path to Colorado Street..... 3
Fairview Drive Reconstruction Project..... 4
Kings Canyon Trailhead Improvements and Roadway Reconstruction Project..... 5
Stewart Street Pedestrian Signal Project..... 6
CDBG College Parkway Improvements Project..... 7
Freeway Multi-Use Path to Edmonds Sports Complex 8
Airport Road Sewer Replacement Project 9
Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1) 10
Fiscal Year 2019 District 1 Goni Road Reconstruction Project 11
Fiscal Year 2019 District 1 Street Lighting 12

South Carson Street Complete Streets Project

Project Name: South Carson Street Complete Streets

Project Number: 031711 and 031801

Fund Number: Multiple

Fund Name: Multiple

Source of Funding: Multiple

Department: Public Works

Total Estimated Cost: \$17,257,559

Project to Date Cost: \$300,000

Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Roland Street

Justification

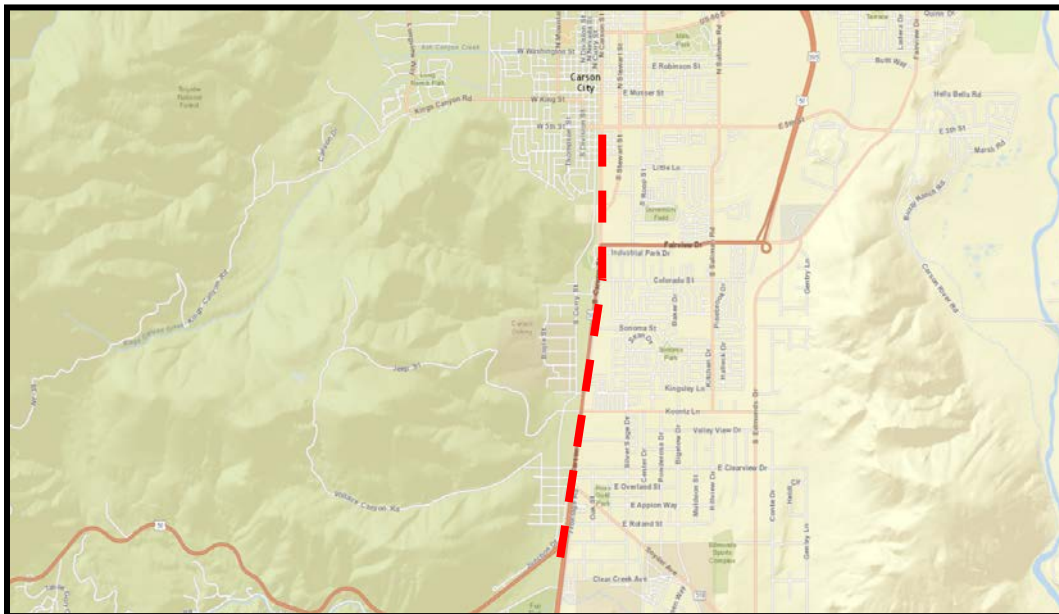
Per an agreement between Carson City and NDOT, pavement and Complete Street improvements to the corridor are required. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372

Project Location

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

Status

60% design plans are being presented to the RTC and the BOS for acceptance



Fairview Drive Reconstruction Project

Project Name: Fairview Drive Reconstruction

Project Number: TBD

Fund Number: 250 & 520

Fund Name: RTC Fund, Transportation Infrastructure & Water Fund, Construction

Source of Funding: FY 2019 & FY 20

Department: Public Works

Total Estimated Cost: \$1,187,317, of which \$624,363 is incurred by the City (\$29,629 from RTC and \$594,734 from Water)

Project to Date Cost: \$0

Project Description

Reconstruct Fairview Drive between Carson Street and Roop Street. Project includes reconstruction of roadway and a partial mill and overlay with patching

Justification

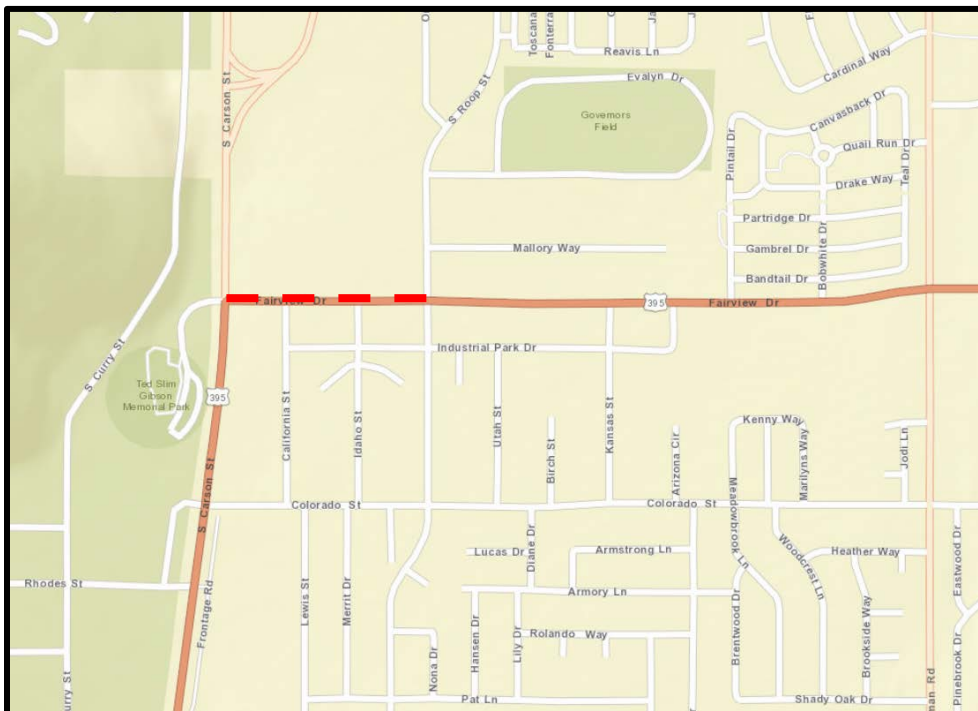
Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

Project Location

Fairview Drive from Carson Street to Roop Street

Status

Project is no longer on hold. Water funds have been prioritized. An agreement with NDOT is in development. Due to the contributing water funds, the BOS will be executing the final agreement. Agreement execution is anticipated at the May 16th BOS meeting. Design will begin upon agreement execution



Kings Canyon Trailhead Improvements and Roadway Reconstruction Project

Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction

Project Number: TBD

Fund Number: 250-3035-431.70-90 & 254-5047-452.70-40

Fund Name: RTC Fund, Transportation Infrastructure & Quality of Life – Open Space Capital Projects/Construction Accounts

Source of Funding: Multiple, Total Local Match \$185,350, \$150,000 from RTC Fund, Transportation Infrastructure & \$35,350 from Quality of Life, Open Space, Capital Projects/Construction Accounts

Department: Public Works (lead)

Total Estimated Cost: \$3,707,000

Project to Date Cost: \$0

Project Description

This project will widen the existing roadway, accommodate bicycle lanes, and improve the trailhead parking lot with restroom facilities and additional capacity

Justification

RTC was awarded \$3,707,000 from the Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) for the Federal Lands Access Program (FLAP) grant

Project Location

Kings Canyon road just east of Kings Canyon Creek to the Kings Canyon Trailhead

Status

Project partners held kick off meeting in October 2018, a preliminary design for the trailhead has been reviewed and commented on by City and US Forest Service staff, and 30% design plans are anticipated in March



Stewart Street Pedestrian Signal Project

Project Name: Stewart Street Pedestrian Signal
Project Number: TBD
Fund Number: 250
Fund Name: RTC Fund, Safety Improvements
Source of Funding: FY 2019
Department: Public Works
Total Estimated Cost: \$858,342 (\$30,000 local match)
Project to Date Cost: \$0

Project Description

Pedestrian crossing improvements, including a slurry seal between Little Lane and S. Carson Street

Justification

This location was identified in the Nevada Department of Transportation (NDOT) Pedestrian Uncontrolled Crosswalk Guidelines

Project Location

Stewart Street from Little Lane to Wright Way

Status

Project is on hold, construction is anticipated in the spring when temperatures are warmer



CDBG College Parkway Improvements Project

Project Name: CDBG College Parkway Improvements

Project Number: 031807

Fund Number: 275-0620-465.70-40 & .70-70

Fund Name: Grant Fund

Source of Funding: 100% grant funded

Department: Public Works

Total Estimated Cost: \$268,892

Project to Date Cost: \$20,000

Project Description

ADA improvements on West College Parkway

Justification

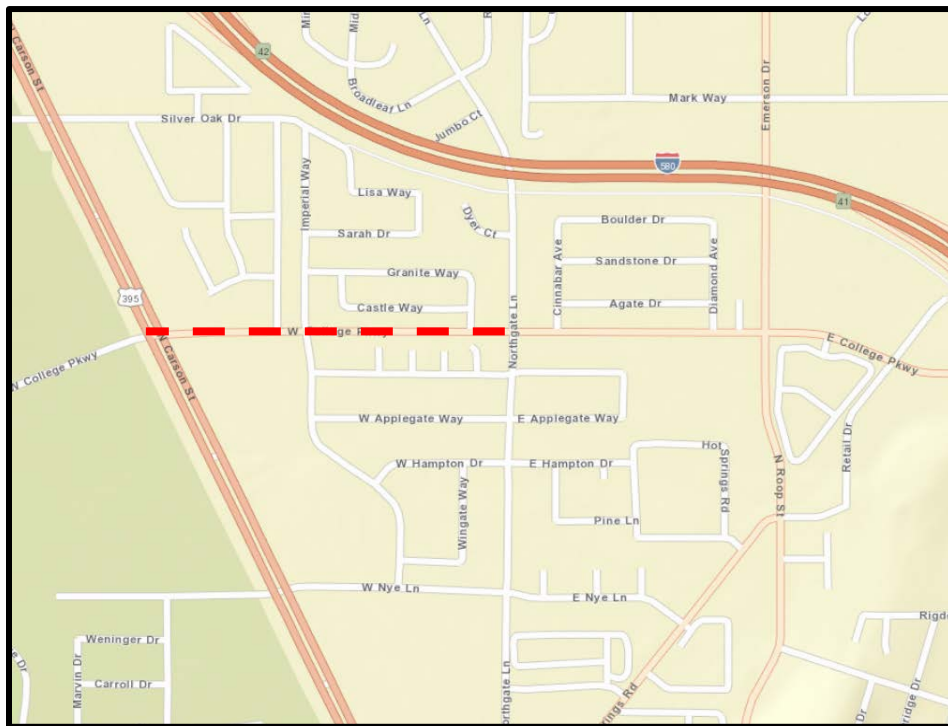
In line with the City's ADA Transition Plan, a competitive CDBG grant award for ADA improvements

Project Location

West College Parkway between North Carson Street and Northgate Lane

Status

Project design is progressing to 30% design plans. The project construction documents are tentatively scheduled to be advertised in late April



Airport Road Sewer Replacement Project

Project Name: Airport Road Sewer Replacement

Project Number: 51403.5

Fund Numbers: 250-0000-331.64-99, 510-3205-434.70-40, and 520-3502-435.70-40

Fund Names: RTC Fund - STBG Funding Revenue Account, Water Fund Construction, & Sewer Fund Construction

Source of Funding: City's 5-year Wastewater Capital Improvement Plan, Water Capital Improvements Plan, and Surface Transportation Block Grant (STBG)

Department: Public Works

Total Estimated Cost: \$2,450,000 (comprised of \$160,000 from STBG funding, \$1,690,000 from Sewer Capital, and \$600,000 from Water Capital)

Project to Date Cost: \$45,000

Project Description

Sewer, water, and roadway improvements on Airport Road from Highway 50 to Minonee Lane

Justification

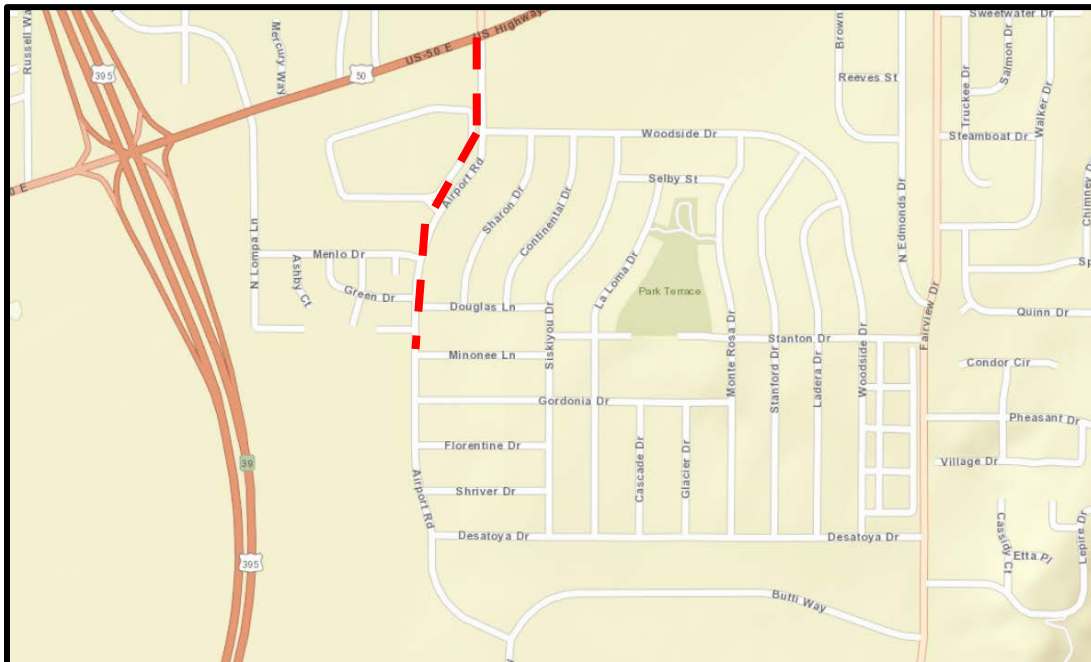
The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement

Project Location

Airport Road from Highway 50 to Minonee Lane

Status

Project is in the design and a construction agreement with NDOT is in development



Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1)

Project Name: Fiscal Year 2019 District 1 Pavement Preservation Projects

Project Number: 031810

Fund Number: 250-3035-431.70-90

Fund Name: RTC

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$1,030,000

Project to Date Cost: \$35,000

Project Description

Preservation Projects – Slurry Seal Type 3 Modified

Justification

Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

Project Location

- College Parkway – between N. Northgate Lane and Airport Road, the portion between Carson Street and Northgate Lane has been separated to allow for fast tracking improvements not contingent on the CDBG College Parkway ADA Improvements
- Hot Springs Road – between Northgate Lane and Roop Street
- Roop Street – between Hot Springs Road and College Parkway
- Arrowhead Drive – between Emmerson Street and Convair Drive

Status

Project was advertised on February 5th and bids were open on February 26th. The execution of the construction contract is anticipated at the March RTC Meeting

Multiple Locations – No Map Provided

Fiscal Year 2019 District 1 Goni Road Reconstruction Project

Project Name: FY 2019 District 1 Goni Road Reconstruction Project

Project Number: 031811

Fund Number: 250-3035-431.70-90

Fund Name: RTC and V&T Fund (account number in development)

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$605,000

Project to Date Cost: \$5,000

Project Description

Roadway reconstruction project

Justification

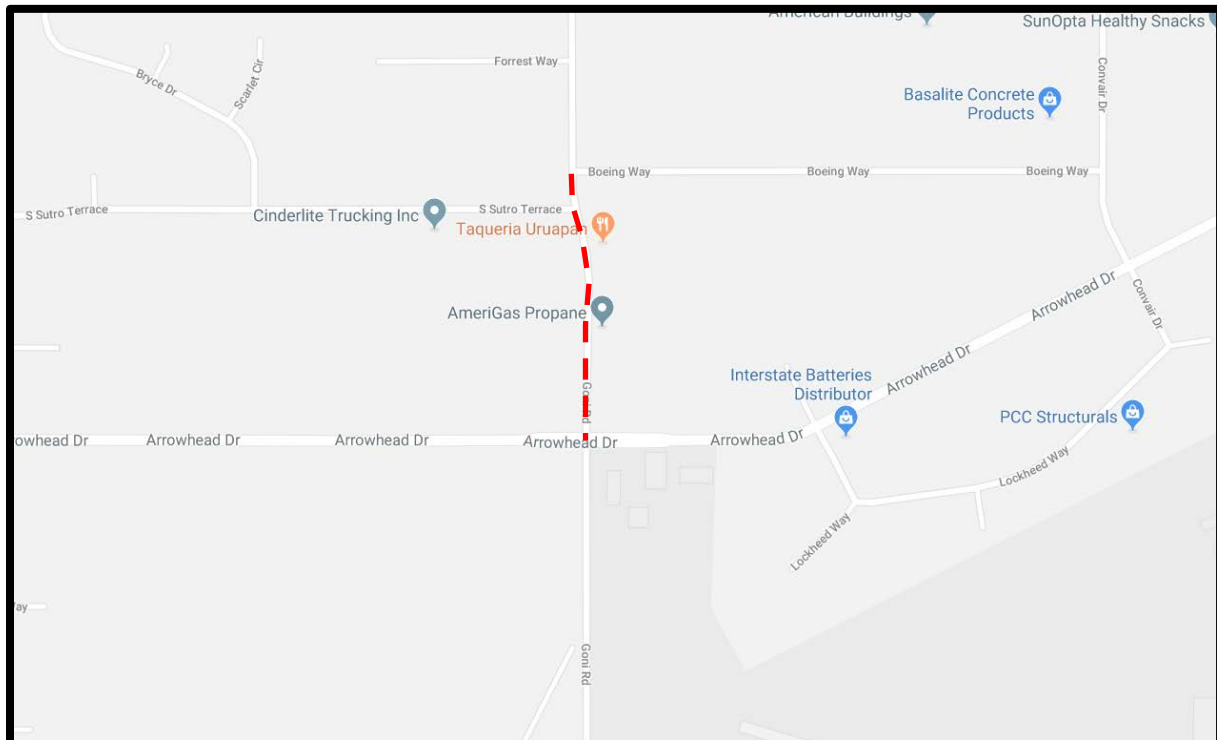
On September 12th the RTC directed staff to pursue the reconstruction of Goni Road if sufficient funding is available in the fiscal year 2019 budget. Goni Road has a pavement condition ranging between poor and serious. Goni Road is functionally classified as a Collector Roadway

Project Location

Goni Road, between Boeing Way and Arrowhead Drive

Status

In design and the project construction documents are tentatively scheduled to be advertised in April



Fiscal Year 2019 District 1 Street Lighting

Project Name: FY 2019 District 1 Street Lighting

Project Number: 031809

Fund Number: 250-3035-431.70-90

Fund Name: RTC

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$114,000

Project to Date Cost: \$2,000

Project Description

Installation of intersection and crosswalk street lighting

Justification

On September 12th the RTC directed staff to pursue transportation infrastructure projects for Performance District 1. In line with the City's Complete Streets policy, all of the FY 2019 pavement projects have been evaluated for Complete Street improvements. The two intersections noted above currently do not have any street lighting. The addition of street lighting at these locations are anticipated to improve safety for all users

Project Location

Northgate Lane and College Parkway intersection and Goni Road and Arrowhead Drive intersection

Status

In design

