

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

**Day:** Wednesday  
**Date:** May 11, 2022  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:**

Members of the public who wish to view the meeting may watch the livestream of the RTC meeting at [www.carson.org/granicus](http://www.carson.org/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: [cmartinovich@carson.org](mailto:cmartinovich@carson.org). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

**1. Call to Order – Regional Transportation Commission**

**2. Roll Call**

**3. Public Comment:\*\***

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

**4. For Possible Action: Approval of Minutes – April 13, 2022**

**5. Public Meeting Item(s):**

5-A For Possible Action – Discussion and possible action regarding the preliminary design alternatives of the East William Complete Streets Project (“Project”).

Staff Summary: This Project includes complete street improvements along East William Street between North Carson Street and the I-580/U.S. Highway 50 interchange, including pavement reconstruction and preservation, utility replacement, safety enhancements, and multi-modal

transportation infrastructure. Staff will present background and recommended preliminary design alternatives for different segments of the Project.

5-B For Possible Action – Discussion and possible action regarding reestablishing, and potentially increasing, fares for Jump Around Carson (“JAC”) service.

Staff Summary: The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating fare free since March 2020. Due to increases in the operating costs of JAC, staff will present possible options for the reestablishment and increase of fares for both fixed route and paratransit services, and staff will outline the necessary public process and timing of the possible fare increase.

5-C For Possible Action – Discussion and possible action regarding a possible recommendation to the Carson City Board of Supervisors (“Board”) to alter Carson City’s truck-prohibited and alternative routes, which could include altering Carson City Resolution 1998-R-64, which designates those routes.

Staff Summary: In 1998, the Board adopted Resolution 1998-R-64 designating truck-prohibited and alternative routes in Carson City. As a result of changes to the roadway network and limited enforcement capability, staff have reviewed the existing resolution and have conducted additional analysis on truck routing in Carson City and will present an update to the summary of the findings for input from, and recommendations by, the RTC.

5-D For Possible Action – Discussion and possible action regarding a determination that Rapid Construction, Inc. (“Rapid”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Saliman Drive Pavement Preservation Project (“Project”) and to award Contract No. 21300299 for the Project to Rapid for a total not to exceed amount of \$394,360.00.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project, which would make improvements to Saliman Road between Colorado Street and Koontz Lane, including concrete sidewalk and curb ramp upgrades, as well as pavement preservation. The not to exceed amount of \$394,360 includes the base bid amount of \$375,573.00, plus a 5% contingency amount of \$18,787.00. The engineer’s estimate was \$335,000 for the base bid.

5-E For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Silver Sage Drive Pavement Preservation Project (“Project”) and to award Contract No. 21300300 for the Project to SNC for a total not to exceed amount of \$602,707.00.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which makes improvements to Silver Sage Drive between Colorado Street and the Koontz Lane, which includes pavement preservation and construction of new sidewalk, curb, gutter, catch basins and curb ramps. The not to exceed amount of \$602,707.00 includes the bid amount of \$574,007.00, plus a 5% contingency amount of \$28,700. The engineer’s estimate was \$475,000 for the base bid.

5-F For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to

Nevada Revised Statutes (“NRS”) Chapter 338 for the Curry Street Pavement Preservation Project (“Project”) and to award Contract No. 21300313 for the Project to SNC for a total not to exceed amount of \$460,958.00.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which makes improvements along Curry Street, between Clearview Drive and Tenth Street, including pavement preservation and construction of new sidewalk and curb ramps. The not to exceed amount of \$460,958.00 includes the bid amount of \$439,007.00, plus a 5% contingency amount of \$21,951.00. The engineer’s estimate was \$385,000.

5-G For Possible Action – Discussion and possible action regarding a determination that A & K Earth Movers, Inc. (“A & K”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Fifth Street/Carson River Road Right Turn Pocket Project (“Project”) and to award Contract No. 21300308 for the Project to A & K for a total not to exceed amount of \$242,000.00.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes construction of a new right-turn pocket at corner of East Fifth Street and Carson River Road, as well as improvements to the multi-use path adjacent to the Prison Hill Trailhead Parking Lot. The not to exceed amount of \$242,000.00 includes the bid amount of \$220,000 plus a 10% contingency amount of \$22,000. The engineer’s estimate was \$185,000.

## 6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Street operations activity report for March 2022

6-C Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to the RTC
- Additional status reports and comments from the RTC
- Additional staff comments and status reports

## 7. Public Comment:\*\*

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

## 8. For Possible Action: To Adjourn

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\*\*PUBLIC COMMENT LIMITATIONS – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **At the discretion of the Chair, public comment may be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.** Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by phone at (775) 887-2355 at least 24 hours in advance.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

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[www.carson.org/agendas](http://www.carson.org/agendas)

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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 13, 2022 Meeting**

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**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, April 13, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
 Vice Chair Lisa Schuette  
 Commissioner Robert “Jim” Dodson  
 Commissioner Chas Macquarie  
 Commissioner Gregory Novak

**STAFF:** Dan Stucky, Deputy Public Works Director  
 Chris Martinovich, Transportation Manager  
 Adam Tully, Deputy District Attorney  
 Kelly Norman, Transportation Planner/Analyst  
 Rebecca Bustos, Grant Analyst  
 Alex Cruz, Transit Coordinator  
 Tamar Warren, Senior Public Meetings 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. All approved meeting minutes are available on [carson.org/minutes](http://carson.org/minutes).

**1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)**

(5:15:57) – Chairperson Bagwell called the meeting to order at 5:15 p.m.

**2. ROLL CALL**

(5:16:03) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(5:16:15) – Chairperson Bagwell entertained public comments

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MARCH 9, 2022**

(5:16:21) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

**(5:16:31) – Commissioner Novak moved to approve the minutes of the March 9, 2022 RTC meeting as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

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**DRAFT**

**5. PUBLIC MEETING ITEMS**

**5-A FOR DISCUSSION ONLY – PRESENTATION AND DISCUSSION REGARDING THE JUMP AROUND CARSON (“JAC”) ESTIMATED FIVE-YEAR FISCAL PROJECTIONS.**

(5:16:48) – Chairperson Bagwell introduced the item. Mr. Martinovich highlighted the complexities, including grants and matching funds, associated with the Jump Around Carson (JAC) funding and thanked Mr. Cruz and Ms. Bustos for their hard work. He reviewed a summary of the estimated five-year fiscal projections for the Transit Fund budget based on anticipated operating and capital costs, federal grant revenues, and required local matching funds, all of which are incorporated into the Staff Report and supporting documentation. Mr. Martinovich also responded to clarifying questions. Chairperson Bagwell expressed concern that the cost (of maintaining JAC) to the taxpayers “starts becoming astronomical,” and she suggested finding additional revenue sources. Mr. Martinovich expected a fare increase and Chair Bagwell noted that the decision to increase the general fund contribution would not be decided by the RTC. She highlighted the fact that “some taxpayers are so upset that the road in front of their house is so horrific and we’re not fixing those,” calling it a balancing act. She recommended finding out how other transit systems are being funded.

(5:36:08) – Vice Chair Schuette wished to understand “how transportation opportunities allow people to gain and keep employment, thus contributing to the tax base” as a form of offsetting costs. Chairperson Bagwell entertained public comments; however, none were forthcoming. This item was not agendized for action.

**5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS CONCERNING THE FISCAL YEAR (“FY”) 2023 BUDGETS FOR THE REGIONAL TRANSPORTATION, TRANSIT, CAMPO, AND STREET MAINTENANCE FUNDS (COLLECTIVELY, “FUNDS”).**

(5:38:38) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich provided background and reviewed the tentative FY 2023 RTC budgets and the related significant projects, all of which are incorporated into the record. He also responded to clarifying questions by the Chair and Commissioners. Discussion ensued regarding the Carson City Transit Fund Budget and Mr. Stucky clarified that Staff had been advised by the City’s Chief Financial Officer not to include the supplemental requests in the current budget discussion, as it would be “handled at the Board of the Supervisors level.” Chairperson Bagwell believed that the RTC was responsible for recommending the supplemental budget and suggested advocating for that in the upcoming motion. Mr. Martinovich informed Commissioner Dodson that he was under the impression that “this budget is not programming additional undesignated funding, which means [that] any money sitting in that undesignated account is going to be rolled

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**DRAFT**

forward through the budget augmentation process...that occurs in the summer.” Chairperson Bagwell felt strongly that the RTC could support a supplemental request. She also noted that the Commission could take separate actions on each budget.

**(5:55:04) – Chairperson Bagwell entertained a motion to recommend to the Board of Supervisors to approve the Fiscal Year 2023 Transit Budget and the recommended Supplemental Budget. Commissioner Macquarie so moved. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

(5:55:46) – Mr. Martinovich presented the Carson Area Metropolitan Planning Organization (CAMPO) Fund Budget, incorporated into the record, noting that it was primarily funded by the Unified Planning Work Program (UPWP). Chairperson Bagwell entertained Commissioner or public comments and when none were forthcoming, a motion.

**(5:56:40) – Commissioner Dodson moved to recommend to the Board of Supervisors approval of the [Fiscal Year 2023] CAMPO Budget as submitted. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

(5:57:00) – Mr. Martinovich presented the Regional Transportation Commission Budget, also incorporated into the record. There were no Commissioner or public comments; therefore, Chairperson Bagwell entertained a motion.

**(5:58:42) – Commissioner Macquarie moved to recommend to the Board of Supervisors approval of the Fiscal Year 2023 Regional Transportation Commission Budget as submitted. The motion was seconded by Commissioner Novak and carried 5-0-0.**

(5:59:20) – Lastly, Mr. Martinovich presented the Street Maintenance Fund Budget, incorporated into the record. Chairperson Bagwell entertained a motion.

**(6:00:10) – Commissioner Dodson moved to recommend to the Board of Supervisors approval of the Fiscal Year 2023 Street Maintenance Budget. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**6. NON-ACTION ITEMS:**

**6-A TRANSPORTATION MANAGER’S REPORT**

(6:00:43) – Mr. Martinovich informed the Commission that the Colorado Street Project bids were received; however, the project had not been awarded. He noted that the project documents would be reviewed and rebid “in the October timeframe.” Mr. Martinovich also explained that the Roop Street Project would be delayed until the fall as well. He added that the slurry project bids had been received today and that he did not have information on the bids. Mr. Martinovich also responded to clarifying questions.

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**DRAFT**

**6-B STREET OPERATIONS ACTIVITY REPORT FOR FEBRUARY 2022**

(6:04:07) – Mr. Martinovich referenced the Street Operations Activity Report for February 2022, incorporated into the record, and responded to clarifying questions.

**6-C OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:**

- **FUTURE AGENDA ITEMS**

(6:02:08) – Mr. Martinovich indicated that the William Street Project would be agendized for the May meeting, adding that a public meeting was tentatively scheduled for May 3, 2022.

- **STATUS REVIEW OF ADDITIONAL PROJECTS**

(6:04:50) – In response to a question by Chairperson Bagwell, Mr. Stucky noted the challenges of procuring day-to-day items such as uniforms and water meters. Mr. Martinovich confirmed that a nine-month wait for a transit bus had taken two years.

(6:07:32) – Mr. Martinovich explained that the Long Street Project was on schedule for paving.

- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**

(6:08:07) – Vice Chair Schuette reported that she had ridden several Jump Around Carson (JAC) transit buses two days ago and had spoken to many riders. She noted that JAC provided a needed service and had heard from many riders, including disabled ones, that it was their only method of transportation. Vice Chair Schuette stated that she had received many comments including the early arrival of some buses, and suggestions such as availability of service for those working late shifts, a bus stop at Fifth Street and Saliman Road, north to south routes on Carson Street, and Sunday service. She also expressed her appreciation to Staff.

- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

**7. PUBLIC COMMENT**

(6:12:12) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(6:12:20) – Chairperson Bagwell adjourned the meeting at 6:20 p.m.

The Minutes of the April 13, 2022 Carson City Regional Transportation Commission meeting are so approved this 11<sup>th</sup> day of May, 2022.





## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Randall Rice, City Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding the preliminary design alternatives of the East William Complete Streets Project (“Project”).

**Staff Summary:** This Project includes complete street improvements along East William Street between North Carson Street and the I-580/U.S. Highway 50 interchange, including pavement reconstruction and preservation, utility replacement, safety enhancements, and multi-modal transportation infrastructure. Staff will present background and recommended preliminary design alternatives for different segments of the Project.

**Agenda Action:** Formal Action/ Motion

**Time Requested:** 20 Minutes

### **Proposed Motion**

I move to recommend that staff advance the recommended design alternative for the East William Complete Streets Project, as presented.

### **Background/Issues & Analysis**

In 2009, the Nevada Department of Transportation (“NDOT”) transferred East William Street to Carson City. The existing corridor provides access to local and regional employment opportunities as well as numerous goods and services. In its current form, the corridor is a deteriorated former U.S. Highway (U.S. 50) in need of safety, accessibility, and rehabilitation improvements.

Beginning with the Board’s vision in 2014, the Project is focused on safety of all transportation modes, infrastructure for alternative modes, efficiency of traffic operations, facilities for people with disabilities, and integration with land-use plans. The Complete Streets vision for East William Street began with the Greening America’s Capitals East William Street Study, completed in 2016. The following table illustrates the original and continuing vision for the Project:

**Improve pedestrian facilities and crossings at key intersections**

**Increase bicycle comfort and safety**

**Improve vehicle circulation and reduce traffic speeds to safer levels**

**Create a sense of place and unique character**

**Establish a gateway to downtown Carson City from I-580.**

**Incorporate innovative green infrastructure techniques along the corridor**

In early 2021, Carson City began planning, in partnership with NDOT, an East William Complete Streets Feasibility Study. In December of 2021, Carson City was awarded \$9,300,000 from the Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) grant program. Carson City staff began community outreach beginning in January 2022. The results of this community outreach, a Traffic Data Collection and Analysis Traffic Report, and other supporting documentation have informed the preliminary design alternatives for different segments along the East William Complete Streets Corridor. Staff will provide a history of outreach and research that has informed a recommended preliminary design alternative for segments along the East William Street corridor.

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

**Design milestones & Future Board/Committee updates (RACC, RTC, BOS):**

- Summer/Fall 2022 – 30% design
- Winter 2022/Spring 2023 – 60% design
- Summer 2023 – Final design

**Community meetings and workshops:**

- Jan/Mar 2022 – Survey and Comment Map
- February 1,3 and 8, 2022 – Open House
- May 3, 2022 – Design Alternates Open House meeting
- Summer/Fall of 2022 – Design workshop meetings
- Summer 2023 – Construction Impacts Workshop meeting

Based on direction from the RTC, the recommended design alternative will be incorporated into the East William Complete Streets Feasibility Study to be presented at the CAMPO Board meeting tentatively scheduled for June 8, 2022.

If you have any questions regarding the East William Complete Streets Project contact Randall Rice, City Engineer, at [rrice@carson.org](mailto:rrice@carson.org)/283-7378.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: The work associated with the East William Complete Streets Feasibility Study and preliminary design alternatives development is funded by Project No. P751021001, Redevelopment Authority / 6037510-507101 and Infrastructure Tax / 3100615-507101; and Project No. G30282001-Task 5.0, CAMPO Unified Planning Work Program / 2453028-501210.

The future design and construction of the project will be funded by several different funding sources, including Redevelopment, Infrastructure Tax, Stormwater, Water, Wastewater, and Federal funds (RAISE grant and 2022 federal appropriations).

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The costs associated with the East William Complete Streets Feasibility Study, as well as the future design and construction of the project has been budgeted.

**Alternatives**

Do not support the recommended alternative and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: East William Complete Streets Project PowerPoint Presentation

-Exhibit-2: East William Complete Streets Project Preliminary Design Alternative for Corridor Segments

-Exhibit-3: East William Complete Street Traffic Data Collection and Analysis Traffic Report

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

(Vote Recorded By)

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# CONNECTING




WITH THE CAPITAL

## East William Complete Streets Project


May 11, 2022 Regional Transportation Commission Meeting

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## Project Overview



This project will transform the corridor between N. Carson Street and the I-580 interchange from a busy, congested vehicle thoroughfare to a safer multimodal, accessible roadway shared by all users including drivers, cyclists, and pedestrians; otherwise known as a Complete Street.

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## Project Benefits and Goals



- Review travel lane widths and corridor configuration
- Improve safety for pedestrians, cyclists and automobiles
- Improve accessibility for disabled persons
- Support land use plans and economic development
- Increase multimodal travel capacity to accommodate growing population and employment
- Improve utility and drainage infrastructure

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## Community Outreach





- Project Team visited 85 businesses in January
- Received 229 survey responses
- 120 comments on interactive map
- Partnership with CHS to design project logo
- Three Open House meetings in February 2022
- Discussed project features, timeline and opportunities to stay involved through design and construction
- Majority of stakeholders are positive about the project
- Comments:
  - Pedestrian improvements
  - Multi-use paths/connectivity
  - Access management
  - Landscape and aesthetics

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# Survey Results





- 93% people travel E. William Street by car.
- Most people travel to a corridor business or I-580.
- Prioritized improvements include: Beautification, Safety Improvements, Traffic Operations, and Bike/Ped Enhancements.

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# Survey Results



What are three words to describe East William Street TODAY?

slow blight Bikes long Needs unwelcoming wide High fast  
 dangerous pedestrians Unattractive pedestrians congested  
 business traffic dirty Busy run ugly access  
 dangerous bland unsafe Hectic unfriendly old functional  
 industrial crowded sidewalks speed

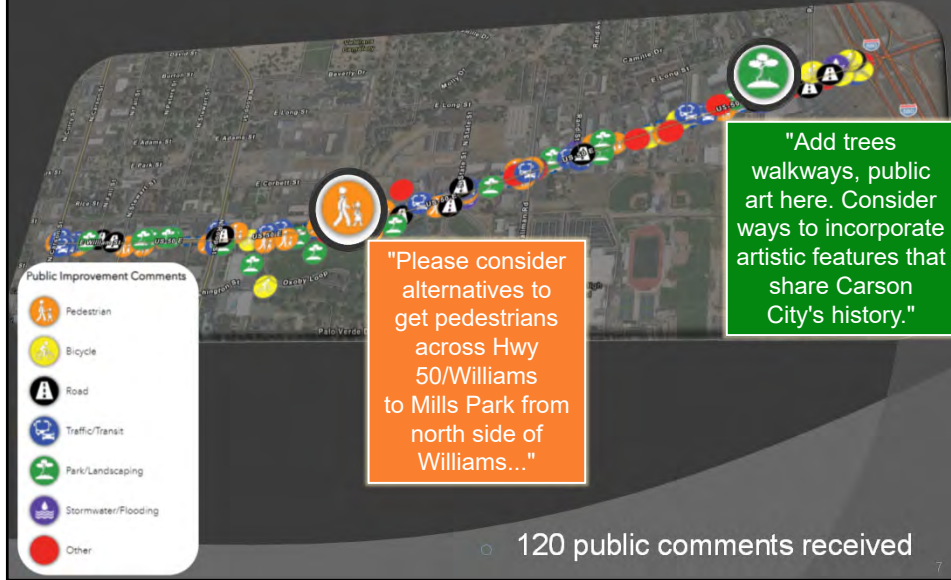
What are three words to describe a transformed East William Street?

lanes south Carson appealing community slower Faster less travel easy  
 Waste money Accessible safety Welcoming trees bike  
 uncongested friendly pedestrian beautiful safe accessible  
 safe connected inviting street green pretty Efficient  
 bike path traffic bicycles Attractive paths clean improved functional use  
 access flowing

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# Comment Map



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# Feasibility Study Process



- Considerations
  - Project Goals
  - Existing Conditions
  - Public Feedback
  - Traffic Operations
  - Existing Plans and Policies



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# What Did We Hear




- More trees and landscape strips
- Separate bike/ped from auto traffic
- Wider sidewalks
- Sidewalk connectivity
- Improved pedestrian safety
- Enhanced street lighting
- Protected left turns
- LID and drainage improvements
- Traffic calming
- Driveway elimination/consolidation
- Improved site distance and traffic flow
- Add marked bike lanes
- Additional parking at Mills Park
- More electric car charging stations
- Consider a roundabout and pedestrian bridge
- Art
- Underground utilities






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# Traffic Study Results



- Key Traffic Changes & Improvements
  - Carson to Stewart - Reduce eastbound lanes from 2 to 1
  - Stewart Intersection - Add northbound right turn lane
  - State St Intersection - addition of crosswalk, ped. flasher system, and median island. Remove southbound left turn movement from State.
  - Saliman Intersection - Eliminate westbound right turn lane
  - Throughout Corridor – Signal optimization and coordination improvements



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## Development of Alternatives



- Four segments
  - North Carson to Stewart
  - Stewart to Roop
  - Roop to Saliman
  - Saliman to I-580
- Multiple alternatives developed for each segment



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## Evaluation of Alternatives



- Each alternative evaluated based on:
  - Meeting the goals of the project
  - Priorities identified from community outreach
  - User experience
  - Capital and maintenance cost
  - Opportunity to make the corridor sustainable
  - Traffic operations now and in the future
  - Existing conditions
  - Conformance with existing plans & policies


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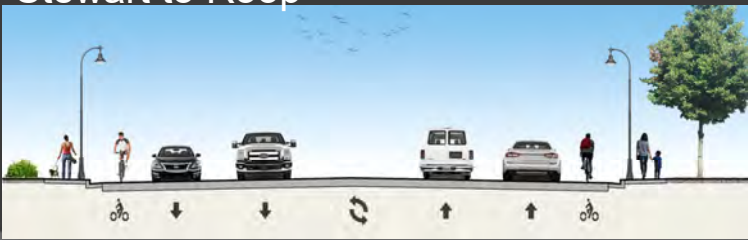
# Preferred Alternative

## N. Carson to Stewart



Westbound Eastbound

## Stewart to Roop



Westbound Eastbound

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# Preferred Alternative

## Roop to Saliman



Westbound Eastbound

## Saliman to Gold Dust West



Westbound Eastbound

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# Corridor Improvements



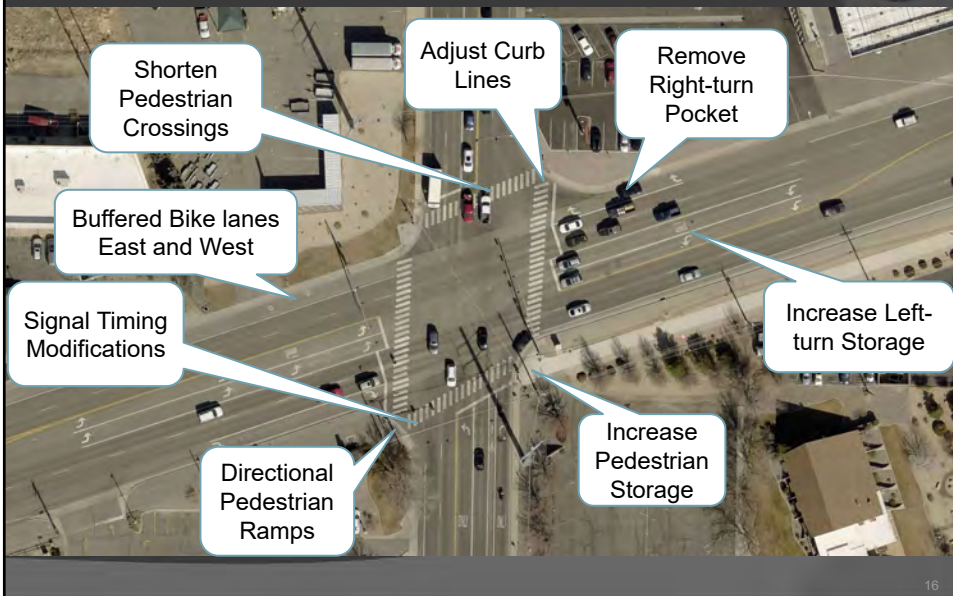
- Beautification
- Traffic and Safety
- Multi-modal enhancements
- Utility undergrounding and replacements
- Runoff Water Quality Improvements (LID)



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# Saliman Intersection



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# Project Funding



○ Total Project Funding: **\$21,300,047**

- RAISE = \$9,300,000
- Federal Earmark = \$2,000,000
- Redevelopment = \$385,000
- Infrastructure = \$4,459,260
- Stormwater = \$490,000
- Water = \$2,600,000
- Sewer = \$2,065,787

## RAISE Grants

Rebuilding America Infrastructure with Sustainability and Equity

Rural, Capital

### East William Street Complete Streets Project

**Carson City**  
Carson City, Nevada

**Grant Funding: \$9,300,000**

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# May 3<sup>rd</sup> Public Meeting Recap



- Attendance: ~30 people
- Concerns/Comments
  - Single eastbound lane between Carson and Stewart
  - Saliman Intersection – pedestrians, cars, and St. Paul’s Church
  - Left turn movement restrictions and re-directing of traffic near Saliman
  - Speed reduction and traffic calming
  - Lane widths for trucks and plows



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# Next Steps



- Design milestones:
  - Summer/Fall 2022 – 30% design
  - Winter 2022/Spring 2023 – 60% design
  - Summer 2023 – Final design
  - Construction – Plan to start by end of 2023
  
- Upcoming Community Meetings/Workshops:
  - Design workshop meetings
  - Construction Impacts Workshop meeting
  
- Future Board/Committee updates (RACC, RTC, BOS):
  - Present at 30%, 60%, and 90% project stages

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# Project Communication Tools



[www.CarsonProud.com](http://www.CarsonProud.com)

**Text "Carson Proud" to (775) 522-5722**

Darren Anderson, PE [danderson@carson.org](mailto:danderson@carson.org)  
 Senior Project Manager 775-283-7584



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**CONNECTING**  
WITH THE CAPITAL



# Thank you!



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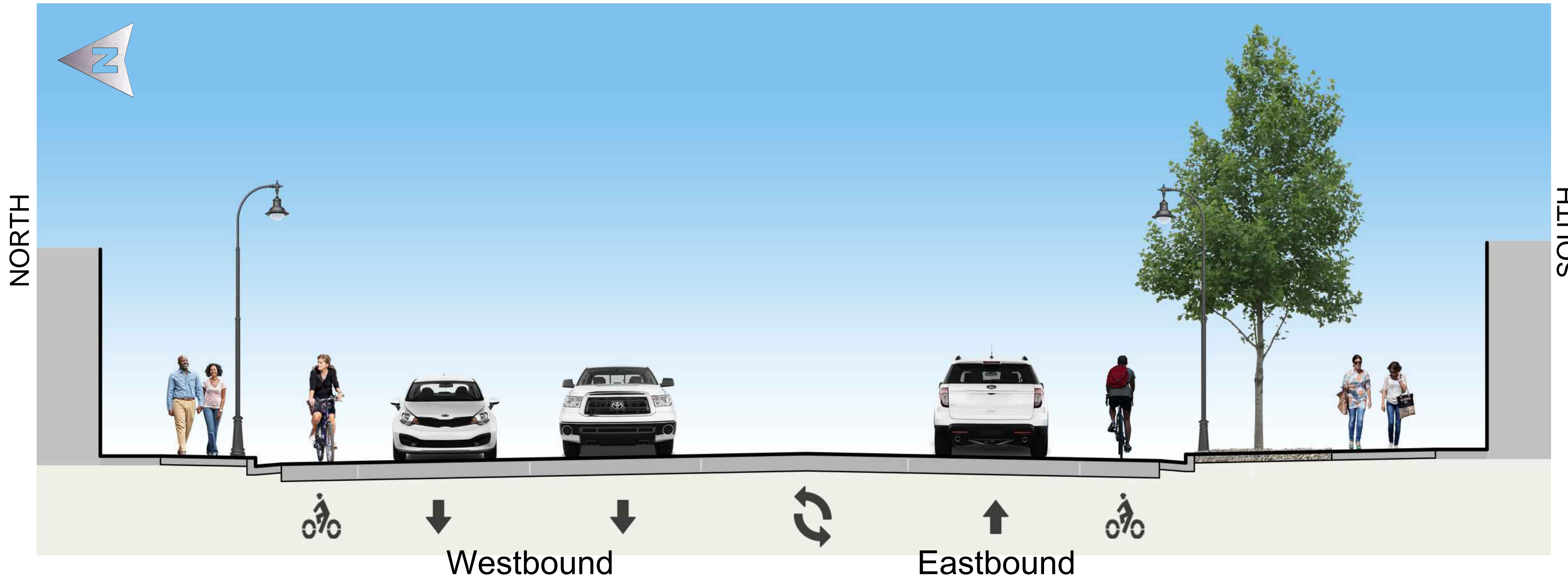
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# East William Complete Streets Project



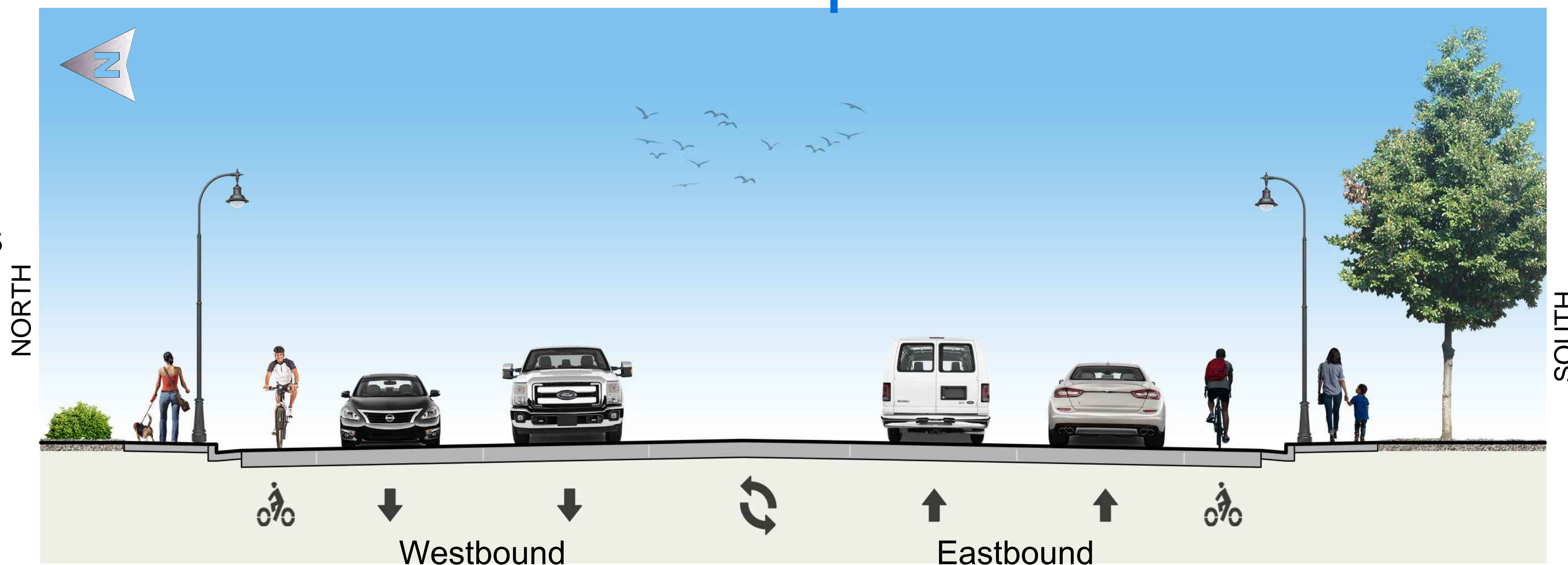
## Carson Street to Stewart Street



- Trees and Bushes
- Enhanced Street Lighting
- Utility and Stormwater Improvements
- Furnishings
- Removal of One Eastbound Travel Lane
- Narrower Travel Lanes
- Dedicated Bicycle Lanes

## Stewart Street to Roop Street

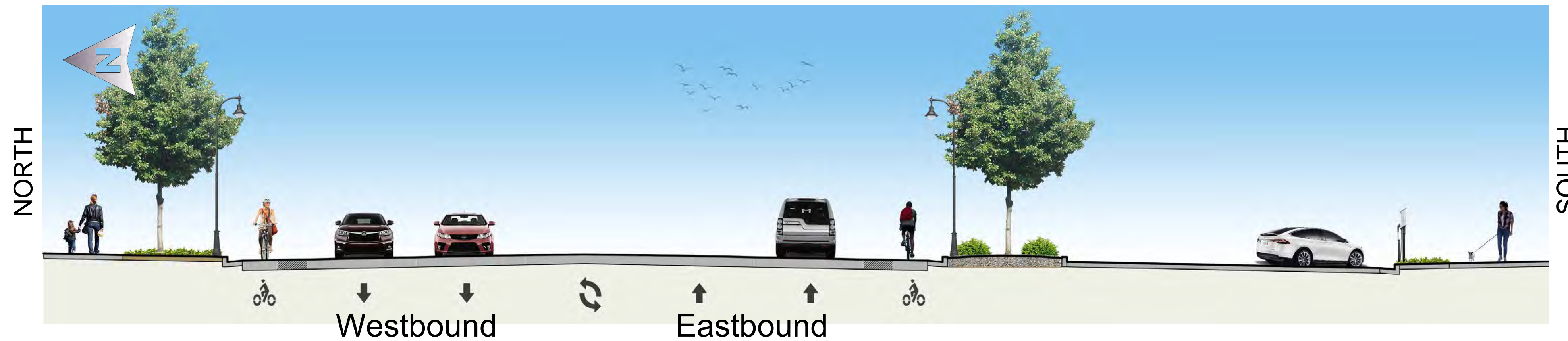
- Existing Landscaping to Remain
- Enhanced Street Lighting
- Utility and Stormwater Improvements
- Furnishings
- Narrower Travel Lanes
- Dedicated Bicycle Lanes



# East William Complete Streets Project



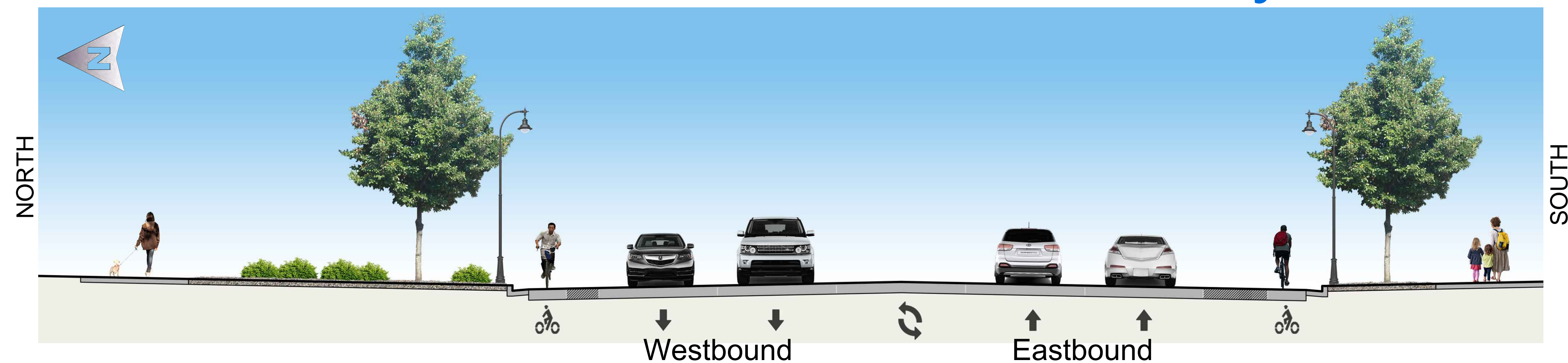
## Roop Street to Saliman Road



- Trees and Bushes
- Enhanced Street Lighting
- Utility and Stormwater Improvements
- Intersection Improvements
- Additional Parking at Mills Park
- Additional Crosswalk Near Mills Park
- Sidewalk Connectivity
- Wide Sidewalks
- Narrower Travel Lanes
- Buffered Bicycle Lanes
- Electric Vehicle Charging Stations
- Improved Multi-use Path

- Trees and Bushes
- Enhanced Street Lighting
- Utility and Stormwater Improvements
- Intersection Improvements
- Access Improvements
- Increased Turn Lane Lengths
- Improved Sight Distance
- Shortened Pedestrian Crosswalks
- Narrower Travel Lanes
- Sidewalk Connectivity
- Buffered Bicycle Lanes
- Existing Multi-use Path to Remain

## Saliman Road to Gold Dust West Way



# East William Street Traffic Data Collection and Analysis Traffic Report

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April 2022

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Prepared for:  
Carson City, Nevada

Prepared by:



**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
1361 Corporate Blvd      Tel: 775.823.4068  
Reno, NV 89502      Fax: 775.823.4066

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# Executive Summary



Figure ES-1: Improvement Summary

# Introduction and Background

## Study Area

William Street is an important east/west facility within Carson City, Nevada, spanning from Minnesota Street to the west to Interstate 580 (I-580) to the east, where it becomes U.S. 50, which ultimately extends to Ocean City, Maryland. The segment of William Street spanning from Carson Street in the west to I-580 in the east is designated as a minor arterial (East (E.) William Street) and represents the Study Area, illustrated in **Figure 1**. E. William Street was once part of the U.S. 50 National Highway System route through Carson City; however, completion of I-580 around Downtown Carson City had the designation moved to the new freeway route. Completion of the I-580 freeway has had a profound impact on traffic patterns throughout Carson City, especially along Carson Street and E. William Street. Therefore, Carson City is evaluating opportunities to reimagine and reinvest in the corridor to better accommodate current use and development patterns across all modes. This document outlines the traffic data collection and operations analysis results to inform decision-makers and the public as to the opportunities and performance of a reimagined E. William Street corridor.



Figure 1: Study Area

## Purpose and Need

Carson City is embarking on a design and public outreach effort to reconfigure portions of E. William Street, from Carson Street to I-580, a distance of approximately 1.4 miles. The anticipated reconfiguration includes consideration of lane reductions on E. William Street (if feasible), pedestrian and bicycle facilities, reconfigured intersections, access management, ADA upgrades, and landscape/aesthetics. A traffic data collection and operations analysis are required to inform design development and public outreach activities. This document describes the data, methodology, and results of this traffic analysis in support of Carson City's efforts to modernize this critical corridor.

## Evaluated Intersections and Scenarios

Within the study area, six (6) intersections were identified for analysis. The intersections consist of five (5) signalized, four-leg intersections and one (1) unsignalized, three-leg intersection. The following intersections were analyzed:

- ❖ William St./Carson St. (signalized)
- ❖ William St./Stewart St. (signalized)
- ❖ William St./Roop St. (signalized)
- ❖ William St./State St. (unsignalized)
- ❖ William St./Saliman Rd. (signalized)
- ❖ William St./Gold Dust Way (signalized)

The study includes the analysis of AM, PM, and Mid-Day peak traffic periods to ensure the range of traffic fluctuations throughout the day are considered. Analysis years include 2022 (existing), as well as 2030 and 2050 future years, consistent with the Carson Area Metropolitan Planning Organization's (CAMPO) Travel Demand Model (TDM).



## Existing Conditions

### Existing Roadway Facilities

E. William Street varies from west to east, reflective of adjacent land uses and traffic volumes. From Carson Street east to Humboldt Lane, E. William Street consists of a 4-lane roadway section (two lanes in each direction) with a center two-way-left-turn-lane (TWLTL) and intermittent shoulders. The TWLTL lane transitions to dedicated turn lanes at major intersections and select driveways. A series of sidewalks and shared use paths parallel the roadway with a few existing gaps. There are no bicycle facilities in this section. From Humboldt Lane to the east, E. William Street transitions to a 6-lane section with dedicated center turn lanes and intermittent shoulders. A series of standard and wide sidewalks exist throughout this section along with some marked bicycle facilities.

The following posted speed limits exist along the corridor:

- ❖ Carson Street to Roop Street: 25 miles per hour (MPH)
- ❖ Roop Street to 0.25 miles east: 35 MPH
- ❖ 0.25 miles east of Roop Street to the eastern study limits: 40 MPH

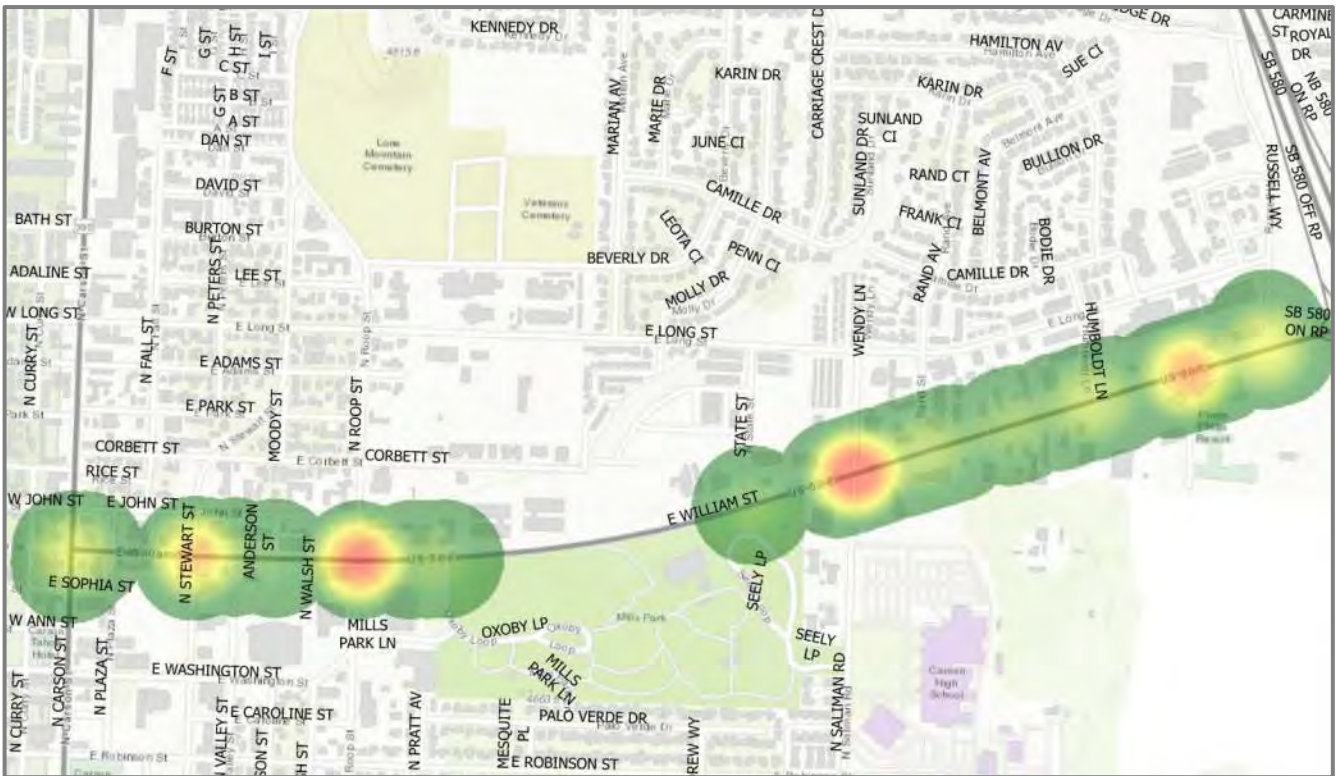
### Existing Plans and Studies

Several recent and relevant traffic studies were provided by Carson City (City) to review and consider when developing this analysis. The studies were reviewed and summarized, with a summary matrix provided in **Appendix A**. The key elements of interest from these studies include turning movement, bicycle, and pedestrian counts for reference. Also of reference are the Carson City Development Standards (Ord. 2001-23), specifically Division 12.13, *Traffic and Impact Study Requirements*.

### Corridor Crash History

Five years of crash data was obtained from the Nevada Department of Transportation (NDOT) to identify potential hot spots and areas of concern. The data includes the years 2015-2019. The five years of crash data is illustrated in **Figure 2**, depicted as Equivalent Property Damage Only (EPDO), where all crashes are normalized to reflect severity. As can be seen, Saliman Road and Roop Street experience the most crash activity/severity in the corridor. Each intersection and segment, including Saliman Road and Roop Street were analyzed to identify relevant crash trends:

- ❖ **Carson St. Intersection** – Primarily rear-end collisions due to driver error with a slight spike in activity during October. Two pedestrian injuries occurred.
- ❖ **Carson St. to Stewart St. Segment** – Minor crash activity.



**Figure 2: Equivalent Property Damage Only Density Map**

- ❖ **Stewart St. Intersection** – High propensity for angle crashes involving failure to yield and/or disregard for signals. Heaviest activity during the Fall. One pedestrian and one motorcycle injury. Protected left-turn phases from William Street will be analyzed to address angle crashes.
- ❖ **Stewart St. to Rook St. Segment** – High propensity of angle crashes due to failure to yield right-of-way. Median channelization and access management should be considered.
- ❖ **Rook St. Intersection** – Half of all crashes were rear end crashes due primarily to following too closely or failure to yield right-of-way. Advanced dilemma-zone detection may improve conditions. One pedestrian and one motorcycle injury crash occurred.
- ❖ **Rook St. to State St. Segment** – Rear-end and angle collisions were prominent due to failure to yield right-of-way and following too closely. Weekdays around 4:00PM stand out as the highest crash timeframe.
- ❖ **State St. Intersection** – Rear-end crashes due to following too closely are the most prominent. Weekdays from 3:00 PM to 5:00PM account for the majority of crash activity.
- ❖ **State St. to Saliman Rd. Segment** – Minor crash activity.
- ❖ **Saliman Rd. Intersection** – High overall number of crashes. Highest crash type is rear-end due to following too closely. Summer months have the least crash activity with mid-day experiencing the highest crash activity. One bicycle and one pedestrian injury crash occurred.
- ❖ **Saliman Rd. to Gold Dust Way Segment** – Angle crashes and rear-end crashes due to failure to yield right-of-way and following too closely during the week are the most prevalent. Additional

median access control should be considered. One bicycle and one motorcycle injury crash occurred.

- ❖ **Gold Dust Way Intersection** - Angle crashes and rear-end crashes due to failure to yield right-of-way, following too closely, and disregard for signals are the most prevalent. May and afternoons see the highest crash activity. Protected left-turn phases from William Street will be analyzed to address angle crashes. One bicycle, one pedestrian, and one motorcycle injury crash occurred.
- ❖ **Gold Dust Way to Russell Way Segment** – Minor crash activity.
- ❖ **Russell Way Intersection** – Rear-ends are the most common due to either unknown or following too closely. A majority of crashes occurred during Fall and Winter months. One pedestrian injury occurred.

Detailed crash history maps for each intersection and roadway segment can be found in **Appendix B**.

## Existing Traffic Counts

Existing traffic turning movement counts were collected for each of the six intersections. The Streetlight Data platform was used to extract 2019 counts, prior to the effects of the global COVID 19 pandemic. Streetlight Data is a “big-data” platform that leverages anonymous data from location-based devices such as cell phones and GPS devices. The data is processed to convert these points into actionable traffic data, including turning movement counts. In addition to providing pre-pandemic counts, the Streetlight Data platform also allows the study team to identify peak season average counts and eliminates the potential for atypical traffic conditions during one-time traditional traffic counts. Based on the results of the seasonal analysis, the following peak seasons and corresponding peak hours were identified for each study intersection:

**Table 1: Intersection Peak Seasons and Peak Hours**

Intersection	Peak Season	AM Peak Hour	Mid-Day Peak Hour	PM Peak Hour
Carson St.	April-June	7:15am-8:15am	12:00pm-1:00pm	4:30pm-5:30pm
Stewart St.	April-June	7:00am-8:00am	12:30pm-1:30pm	4:45pm-5:45pm
Roop St.	April-June	7:00am-8:00am	12:00pm-1:00pm	4:30pm-5:30pm
State St.	April-June	7:00am-8:00am	12:00pm-1:00pm	4:30pm-5:30pm
Saliman Rd.	October-December	7:00am-8:00am	1:00pm-2:00pm	4:45pm-5:45pm
Gold Dust Wy.	April-June	7:00am-8:00am	12:15pm-1:15pm	4:30pm-5:30pm

Traffic turning movements for the peak periods above were extracted for 2019 (pre-pandemic) and extrapolated to create 2022 (existing) turning movement counts by applying an average 0.57-percent annual growth rate. This average annual growth rate was obtained by analyzing the CAMPO TDM for the years 2020 and 2030 in the study area and calculating an average annual growth rate between the analysis years. The resulting 2022 existing peak period turning movement counts are depicted in **Figure 3** and **Figure 4** below.



1	2	3	4
<p><b>Carson St &amp; E William St</b></p> <p>Carson St</p> <p>← 153 (346)</p> <p>← 273 (75)</p> <p>← 144 (128)</p> <p>E William St</p> <p>← 43 (29)</p> <p>← 399 (425)</p> <p>← 231 (269)</p> <p>Carson St</p> <p>→ 11 (23)</p> <p>→ 92 (198)</p> <p>→ 3 (12)</p> <p>E William St</p> <p>→ 4 (4)</p> <p>→ 211 (520)</p> <p>→ 66 (132)</p>	<p><b>Stewart St &amp; E William St</b></p> <p>Stewart St</p> <p>← 12 (28)</p> <p>← 505 (383)</p> <p>← 244 (200)</p> <p>E William St</p> <p>← 12 (7)</p> <p>← 247 (202)</p> <p>← 25 (40)</p> <p>Stewart St</p> <p>→ 1 (16)</p> <p>→ 298 (494)</p> <p>→ 90 (88)</p> <p>E William St</p> <p>→ 53 (159)</p> <p>→ 78 (299)</p> <p>→ 103 (317)</p>	<p><b>Roop St &amp; E William St</b></p> <p>Roop St</p> <p>← 84 (115)</p> <p>← 684 (506)</p> <p>← 221 (131)</p> <p>E William St</p> <p>← 46 (68)</p> <p>← 240 (287)</p> <p>← 87 (160)</p> <p>Roop St</p> <p>→ 21 (62)</p> <p>→ 385 (731)</p> <p>→ 20 (58)</p> <p>E William St</p> <p>→ 32 (39)</p> <p>→ 206 (289)</p> <p>→ 122 (228)</p>	<p><b>State St &amp; E William St</b></p> <p>State St</p> <p>← 85 (44)</p> <p>← 948 (705)</p> <p>E William St</p> <p>← 41 (47)</p> <p>← 70 (59)</p> <p>State St</p> <p>→ 36 (91)</p> <p>→ 558 (1028)</p>
5	6		
<p><b>Saliman Rd &amp; E William St</b></p> <p>Saliman Rd</p> <p>← 47 (92)</p> <p>← 852 (636)</p> <p>← 622 (402)</p> <p>E William St</p> <p>← 17 (21)</p> <p>← 480 (138)</p> <p>← 40 (115)</p> <p>Saliman Rd</p> <p>→ 14 (43)</p> <p>→ 304 (948)</p> <p>→ 310 (97)</p> <p>E William St</p> <p>→ 164 (92)</p> <p>→ 139 (139)</p> <p>→ 205 (367)</p>	<p><b>Gold Dust West Wy &amp; E William St</b></p> <p>Gold Dust West Wy</p> <p>← 14 (64)</p> <p>← 1501 (1052)</p> <p>← 23 (56)</p> <p>E William St</p> <p>← 8 (44)</p> <p>← 0 (6)</p> <p>← 7 (60)</p> <p>Gold Dust West Wy</p> <p>→ 7 (71)</p> <p>→ 526 (1327)</p> <p>→ 16 (32)</p> <p>E William St</p> <p>→ 11 (34)</p> <p>→ 0 (8)</p> <p>→ 11 (28)</p>		

Figure 3: 2022 Existing AM and PM Turning Movements Counts

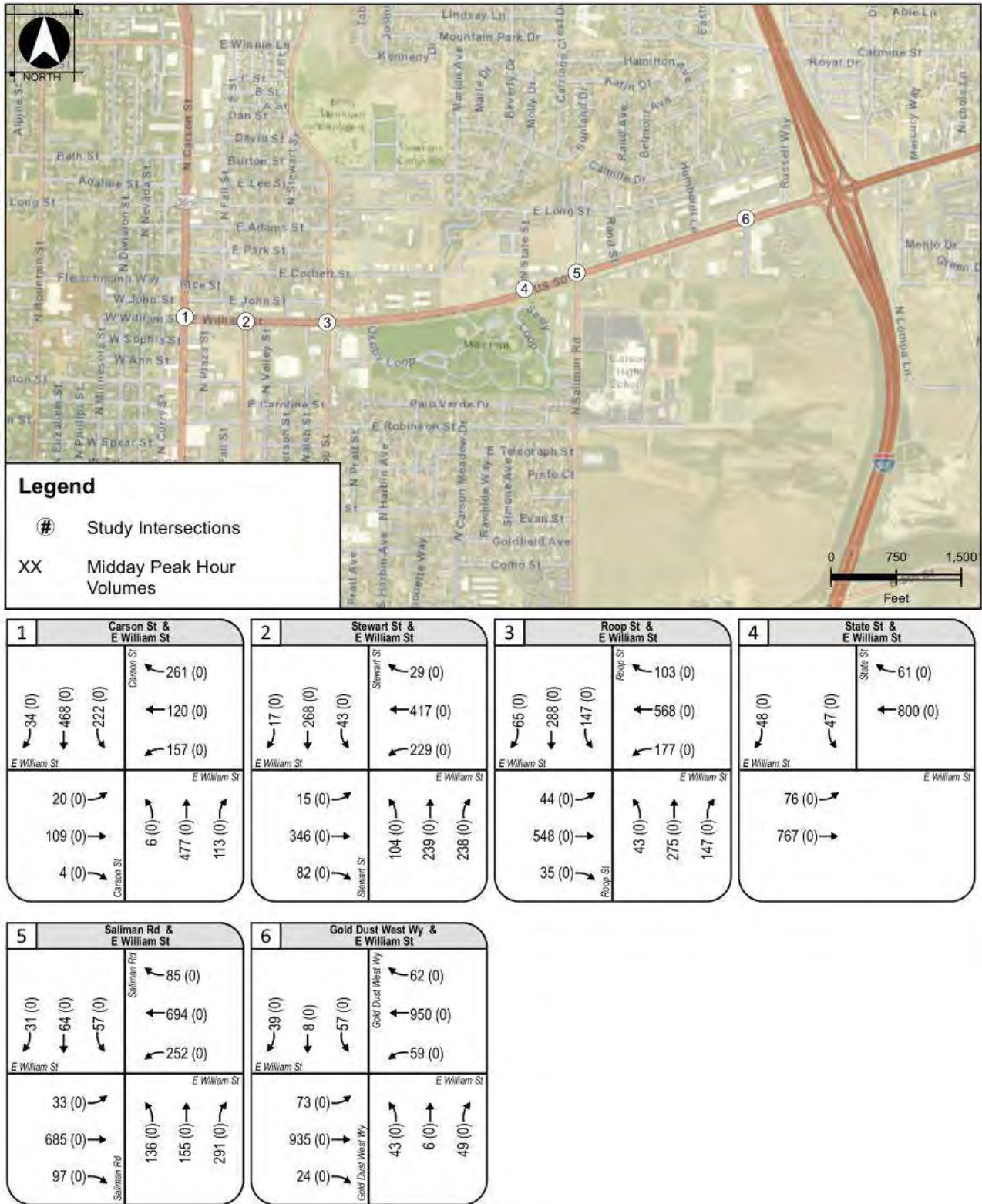


Figure 4: 2022 Existing Mid-Day Turning Movement Counts

## Segment Analysis

The existing traffic volumes were compared against planning-level Average Annual Daily Traffic (AADT) level-of-service (LOS) thresholds for a two-lane roadway to identify if there are potentially feasible opportunities for the roadway cross-section to be reconfigured to a two-lane or three-lane cross-section. This would allow the surplus space to be reallocated for other corridor users and/or uses. LOS is further described below. The results of this planning-level analysis are shown in **Figure 5** which illustrates the existing traffic volumes compared against two-lane planning-level thresholds for posted speeds of 25-35 MPH (Carson Street to Roop Street) and 35-45 MPH (Roop Street to Gold Dust Way).

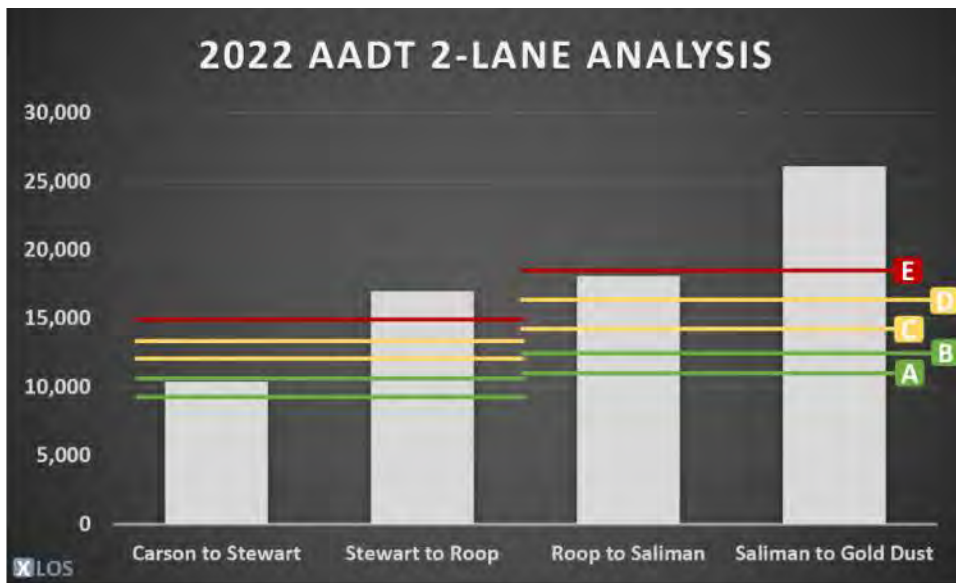


Figure 5: 2022 AADT Two-Lane Segment Analysis

Based on the results, a reasonable LOS is unlikely to be maintained following a roadway reconfiguration for the majority of the corridor. The segment from Carson Street to Stewart Street may be viable and this segment is analyzed in more detail under future traffic conditions.

## 2022 Intersection Operations Analysis

Based on the existing turning movement counts and City-provided existing signal timings, as well as pedestrian counts obtained from the City and supplemented by Streetlight Data pedestrian indexes, a LOS analysis was conducted using Synchro 11 software. Synchro 11 is a traffic analysis and optimization software application used by traffic engineers to analyze intersection performance and identify improvements by applying *Highway Capacity Manual (6<sup>th</sup> Edition)* methods. These methods include LOS calculations for intersections which compare the average control delay for individual movements and the overall intersection. The LOS thresholds are shown in **Table 2**.

**Table 2: Level of Service Description**

LOS	Description	Average Delay (seconds per vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Free flow	<10	<10
B	Stable flow with some affect from other vehicles	10-20	10-15
C	Stable flow with significant affect from other vehicles	20-35	15-25
D	High density traffic conditions still with stable flow	35-55	25-35
E	At or near capacity flows	55-80	35-50
F	Over capacity conditions	>80	>50

Carson City has established LOS D as the level of service standard (Carson City Code of Ordinances Section 18.12.13). Unique situations and minor movements may exceed this standard upon due care.

By applying this methodology, the LOS analysis for existing 2022 conditions is shown in **Table 3**. Corresponding Synchro 11 reports can be found in **Appendix C**.

Table 3: Existing Intersection Level of Service

#	Intersection	Control Type	LOS Criteria	Peak Hour	2022 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St	Signal	D	AM	20.8	C
				MD	22.7	C
				PM	25.8	C
2	Stewart St & William St	Signal	D	AM	19.4	B
				MD	25.2	C
				PM	36.3	D
3	Roop St & William St	Signal	D	AM	19.2	B
				MD	22.1	C
				PM	24.7	C
4	State St & William St	TWSC	D	AM	25.4	D
				MD	19.2	C
				PM	20.0	C
5	Saliman Rd & William St	Signal	D	AM	39.1	D
				MD	28.4	C
				PM	34.8	C
6	Gold Dust West Way/Commercial Dwy & William St	Signal	D	AM	19.7	B
				MD	29.9	C
				PM	27.2	C
<p>Notes:</p> <p><sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.</p>						

As shown in Table 3, all existing intersections operate at level of service D or better.



# Future Conditions

## Future Traffic Volumes

Future volumes within the study area can be forecasted using the CAMPO TDM. The TDM is a TransCAD-based model that forecasts future travel demand based on land uses, population, and employment estimates corresponding to the analysis years of 2020, 2030, and 2050. TDM models are calibrated and validated on a regional level to ensure results are reasonable for the overall CAMPO area. Further validation may be required to apply the TDM at the individual project level.

The most recent TDM model was obtained from the City and validated against traffic count data available from NDOT’s Traffic Records Information Access (TRINA) database. Travel forecasting model validation criteria specified in the *National Cooperative Highway Research Program (NCHRP) Report 716 – Travel Demand Forecasting: Parameters and Techniques* (NCHRP, March 2012) and the *Travel Model Validation and Reasonableness Checking Manual* (Federal Highway Administration, September 24, 2010) were used to validate the project corridor, consistent with validation procedures performed for the full TDM. Iterative refinements to the TDM roadway network attributes along the project corridor were made in the base year 2020 scenario to achieve acceptable levels of validation between traffic counts and model estimated base year volumes. Only a small number of refinements were required, which included adjustments to the locations of centroids and centroid connectors so the TDM would more realistically assign trips to the roadway network, and minor adjustments of posted speeds (+/- 5 miles per hour) on parallel roadways to achieve a more realistic distribution of traffic. The results of the validation are shown in **Table 4**.

**Table 4: TDM Validation**

Roadway	Segment	Dir	TRINA ID	Link ID	ADT Count	TDM ADT	% Diff	Allowable % Diff	Within Limits?
William Street	b/w Carson St & Stewart St	EB+WB	0250017	319	10,400	10,816	4.0%	20%	YES
	b/w Stewart St & Roop St	EB+WB	0250020	376	17,000	13,717	-19.3%	20%	YES
	b/w Roop St & State St	EB+WB	0252210	468	18,100	17,344	-4.2%	20%	YES
	b/w State St & Saliman Rd	EB+WB	0252210	464	18,100	18,972	4.8%	20%	YES
	b/w Saliman & Gold Dust West Wy	EB+WB	0250025	430	26,100	26,243	0.5%	15%	YES
Carson Street	north of William St	NB+SB	0250021	316	17,600	18,263	3.8%	20%	YES
	south of William St	NB+SB	0250016	320	12,300	14,933	21.4%	20%	NO
Stewart Street	north of William St	NB+SB	0250210	1255	3,650	3,788	3.8%	50%	YES
	south of William St	NB+SB	0250019	473	8,950	9,259	3.5%	25%	YES
Roop Street	north of William St	NB+SB	0250046	470	7,400	6,498	-12.2%	25%	YES
	south of William St	NB+SB	0025105	469	7,400	9,193	24.2%	25%	YES
Saliman Road	south of William St	NB+SB	0250149	466	6,600	9,097	37.8%	25%	NO

As shown in **Table 4**, all of the William Street TDM links meet the validation criteria, and all but two (2) of the side street TDM links meet the validation criteria. According to Section 5.5.1 of the *NDOT Traffic*

*Forecasting Guidelines* (August 2012), there are some cases in which you will find that the TDM is inconsistent with real world conditions, even after calibration. In these instances, the *NDOT Traffic Forecasting Guidelines* recommends applying the *NCHRP Report 255* guidelines for adjusting travel demand model outputs, so that the future year model outputs are relevant and accurate. One of the methodologies the *NCHRP Report 255* recommends is called the Difference Adjustment Method, or Difference Method. The Difference Method helps eliminate the inconsistent TDM results when preparing forecasts.

All base year calibration changes were carried forward to future year 2030 and 2050 TDM scenarios. To develop future turning movement volumes, the Difference Method was applied, consistent with *NDOT Traffic Forecasting Guidelines*. Turning movement volumes were extracted from the TDM for study intersections under 2020, 2030, and 2050 conditions. Growth for each turning movement was calculated and applied to existing counts. This Difference Method approach helped account for any discrepancies between the existing model volumes and the traffic counts, such as at the two roadway segments that do not meet the Allowable % Difference in **Table 4**. After applying the Difference Method, the forecasts were considered accurate. The resulting 2030 and 2050 turning movements counts are shown in **Figures 6-9**.

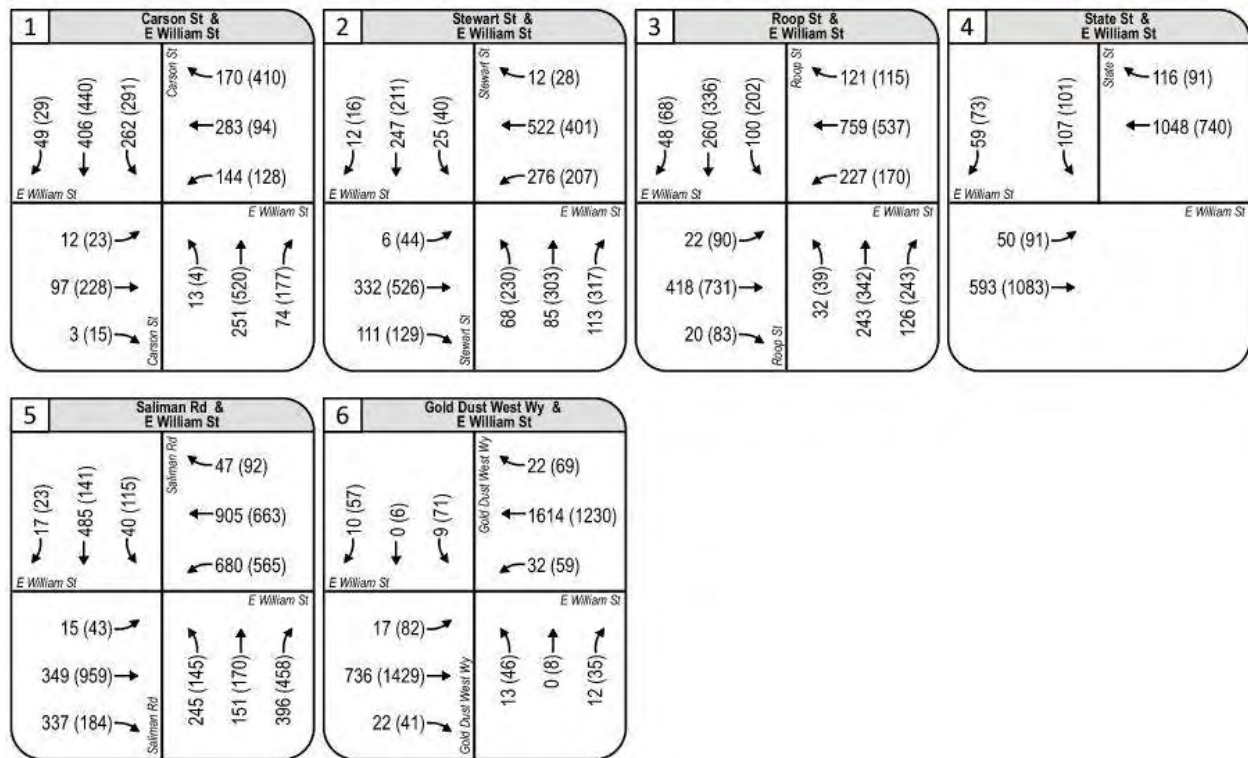


Figure 6: 2030 AM and PM Turning Movements Volumes

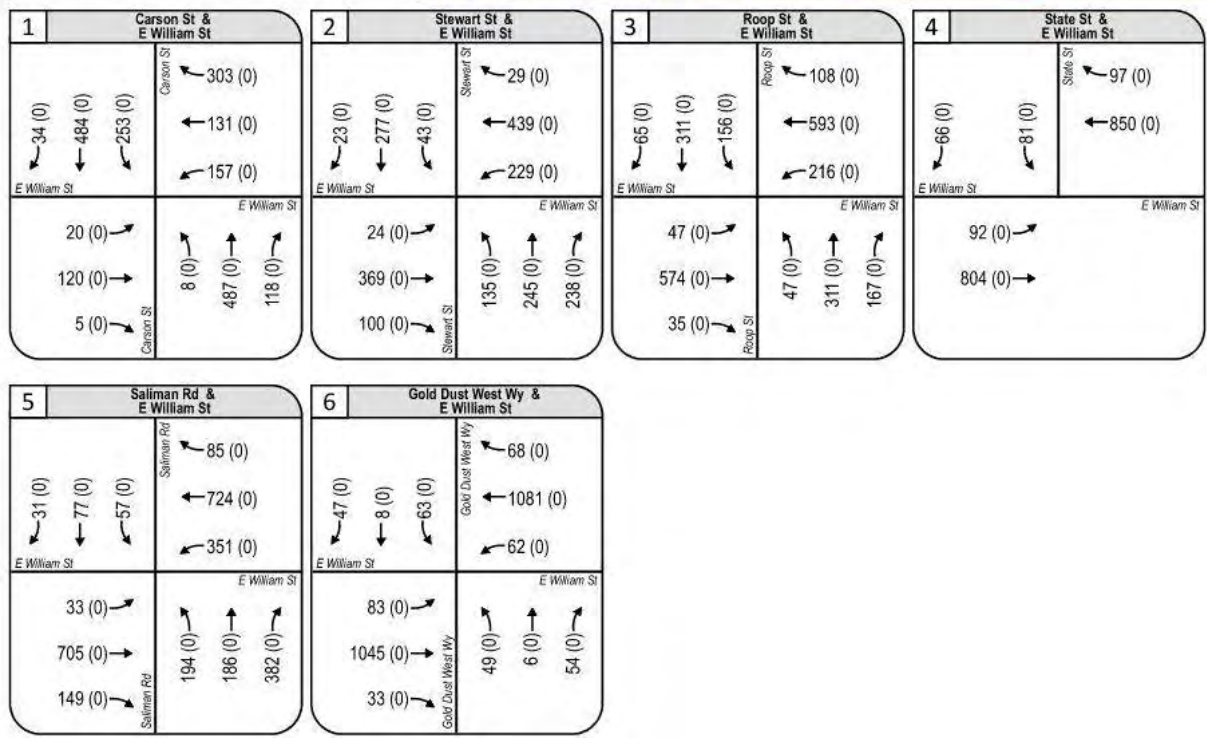


Figure 7: 2030 Mid-Day Turning Movements Volumes



1	2	3	4
<p><b>Carson St &amp; E William St</b></p> <p>Carson St</p> <p>← 207 (430)</p> <p>← 312 (112)</p> <p>← 149 (128)</p> <p>E William St</p> <p>→ 49 (29)</p> <p>→ 420 (490)</p> <p>→ 308 (292)</p> <p>E William St</p> <p>→ 14 (27)</p> <p>→ 100 (240)</p> <p>→ 3 (23)</p> <p>Carson St</p>	<p><b>Stewart St &amp; E William St</b></p> <p>Stewart St</p> <p>← 12 (28)</p> <p>← 592 (401)</p> <p>← 284 (246)</p> <p>E William St</p> <p>→ 12 (26)</p> <p>→ 254 (236)</p> <p>→ 25 (40)</p> <p>E William St</p> <p>→ 6 (49)</p> <p>→ 353 (542)</p> <p>→ 150 (149)</p> <p>Stewart St</p>	<p><b>Roop St &amp; E William St</b></p> <p>Roop St</p> <p>← 121 (122)</p> <p>← 817 (537)</p> <p>← 273 (219)</p> <p>E William St</p> <p>→ 49 (69)</p> <p>→ 275 (364)</p> <p>→ 104 (202)</p> <p>E William St</p> <p>→ 23 (109)</p> <p>→ 453 (759)</p> <p>→ 21 (83)</p> <p>Roop St</p>	<p><b>State St &amp; E William St</b></p> <p>State St</p> <p>← 149 (105)</p> <p>← 1134 (779)</p> <p>E William St</p> <p>→ 61 (62)</p> <p>→ 112 (132)</p> <p>E William St</p> <p>→ 55 (91)</p> <p>→ 620 (1157)</p> <p>E William St</p>
5	6		
<p><b>Salman Rd &amp; E William St</b></p> <p>Salman Rd</p> <p>← 47 (134)</p> <p>← 1045 (738)</p> <p>← 662 (410)</p> <p>E William St</p> <p>→ 17 (25)</p> <p>→ 485 (187)</p> <p>→ 40 (115)</p> <p>E William St</p> <p>→ 16 (45)</p> <p>→ 384 (1038)</p> <p>→ 337 (211)</p> <p>Salman Rd</p>	<p><b>Gold Dust West Wy &amp; E William St</b></p> <p>Gold Dust West Wy</p> <p>← 51 (91)</p> <p>← 1672 (1126)</p> <p>← 179 (345)</p> <p>E William St</p> <p>→ 11 (68)</p> <p>→ 0 (6)</p> <p>→ 15 (100)</p> <p>E William St</p> <p>→ 19 (84)</p> <p>→ 635 (1392)</p> <p>→ 54 (100)</p> <p>Gold Dust West Wy</p>		

Figure 8: 2050 AM and PM Turning Movements Volumes



1	2	3	4
<p><b>Carson St &amp; E William St</b></p> <p>Carson St</p> <p>← 321 (0)</p> <p>← 138 (0)</p> <p>← 157 (0)</p> <p>E William St</p> <p>→ 42 (0)</p> <p>→ 509 (0)</p> <p>→ 263 (0)</p> <p>E William St</p> <p>→ 20 (0)</p> <p>→ 128 (0)</p> <p>→ 8 (0)</p> <p>Carson St</p> <p>↔ 8 (0)</p> <p>↔ 500 (0)</p> <p>↔ 120 (0)</p>	<p><b>Stewart St &amp; E William St</b></p> <p>Stewart St</p> <p>← 29 (0)</p> <p>← 452 (0)</p> <p>← 243 (0)</p> <p>E William St</p> <p>→ 23 (0)</p> <p>→ 310 (0)</p> <p>→ 43 (0)</p> <p>E William St</p> <p>→ 31 (0)</p> <p>→ 390 (0)</p> <p>→ 100 (0)</p> <p>Stewart St</p> <p>↔ 152 (0)</p> <p>↔ 258 (0)</p> <p>↔ 250 (0)</p>	<p><b>Roop St &amp; E William St</b></p> <p>Roop St</p> <p>← 108 (0)</p> <p>← 620 (0)</p> <p>← 246 (0)</p> <p>E William St</p> <p>→ 65 (0)</p> <p>→ 323 (0)</p> <p>→ 156 (0)</p> <p>E William St</p> <p>→ 47 (0)</p> <p>→ 593 (0)</p> <p>→ 47 (0)</p> <p>Roop St</p> <p>↔ 49 (0)</p> <p>↔ 342 (0)</p> <p>↔ 178 (0)</p>	<p><b>State St &amp; E William St</b></p> <p>State St</p> <p>← 112 (0)</p> <p>← 874 (0)</p> <p>E William St</p> <p>→ 72 (0)</p> <p>→ 94 (0)</p> <p>E William St</p> <p>→ 98 (0)</p> <p>→ 823 (0)</p>
5	6		
<p><b>Saliman Rd &amp; E William St</b></p> <p>Saliman Rd</p> <p>← 86 (0)</p> <p>← 794 (0)</p> <p>← 287 (0)</p> <p>E William St</p> <p>→ 31 (0)</p> <p>→ 86 (0)</p> <p>→ 64 (0)</p> <p>E William St</p> <p>→ 33 (0)</p> <p>→ 756 (0)</p> <p>→ 149 (0)</p> <p>Saliman Rd</p> <p>↔ 168 (0)</p> <p>↔ 195 (0)</p> <p>↔ 322 (0)</p>	<p><b>Gold Dust West Wy &amp; E William St</b></p> <p>Gold Dust West Wy</p> <p>← 90 (0)</p> <p>← 1042 (0)</p> <p>← 242 (0)</p> <p>E William St</p> <p>→ 49 (0)</p> <p>→ 8 (0)</p> <p>→ 82 (0)</p> <p>E William St</p> <p>→ 87 (0)</p> <p>→ 991 (0)</p> <p>→ 81 (0)</p> <p>Gold Dust West Wy</p> <p>↔ 93 (0)</p> <p>↔ 6 (0)</p> <p>↔ 237 (0)</p>		

Figure 9: 2050 Mid-Day Turning Movements Volumes

## Future Segment Analysis

The future 2030 and 2050 peak hour volumes were compared against threshold peak hour capacities to determine the viability to repurpose lanes for other uses and users. As noted in the existing conditions section, only the segment from Carson Street to Stewart Street could be reasonably considered for a lane reduction from a volumetric standpoint; however, the segment from Stewart Street to Roop Street is also included to inform the development of transitions. The comparison is shown in **Table 5**.

**Table 5: Future Segment Analysis**

Peak Period	Max. Segment Volume	LOS C Capacity (650)	LOS D Capacity (1,180)	LOS E Capacity (<1,250)
<b>Carson Street to Stewart Street</b>				
2030 AM	597	√	√	√
2030 Mid-Day	591	√	√	√
2030 PM	699	×	√	√
2050 AM	668	×	√	√
2050 Mid-Day	616	×	√	√
2050 PM	740	×	√	√
<b>Stewart Street to Roop Street</b>				
2030 AM	810	×	√	√
2030 Mid-Day	697	×	√	√
2030 PM	904	×	√	√
2050 AM	888	×	√	√
2050 Mid-Day	724	×	√	√
2050 PM	951	×	√	√

As can be seen, the E. William Street roadway segment between Carson Street and Stewart Street could be considered for a lane reduction from a segment capacity standpoint. However, at only 600 feet, this represents a very short roadway segment with bisecting roadways and intermediate driveways. Therefore, some consideration could be given to extending past Stewart Street towards Roop Street for transition and consistency reasons which **Table 5** also suggests is feasible from a segment capacity standpoint.

The next step following consideration of the individual segment is to analyze a lane reduction on intersection operations given through volumes would be loaded into a single lane. Discussions with the City identified the option to remove one eastbound lane while maintaining two westbound lanes to accommodate alternative transportation modes within the roadway prism. Reducing to a single eastbound lane was analyzed under future horizon year 2050 conditions at both the Stewart Street and Roop Street intersections as shown in **Table 6** to determine the impacts of this reconfiguration.

**Table 6: One EB Lane Intersection Operations**

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
2	Stewart St & William St - One EB Thru Lane	Signal	D	AM	24.8	C
				MD	54.6	D
				PM	<b>116.5</b>	F
3	Roop St & Williams St - One EB Thru Lane	Signal	D	AM	24.1	C
				MD	39.3	D
				PM	<b>79.8</b>	E

*Notes:*

<sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.

As shown in **Table 6**, neither intersection operates at LOS D or better during the PM peak with one eastbound lane removed. Therefore, it is recommended that, if E. William Street is reduced to a single eastbound lane to accommodate alternative transportation modes, it transitions to add an eastbound through/right turn lane prior to the Stewart Street intersection (minimum 100 feet prior). This configuration is included in the proposed corridor results.

It should be noted that, the eastbound queue lengths in the worst case 2050 peak hour approach 550 feet in length within this 600-foot segment. Conditions should be monitored and timing adjusted and/or the configuration adjusted as needed to avoid excessive queuing.

### Future Intersection Operations Analysis

Using the future 2030 and 2050 turning movement and pedestrian forecasts, a LOS analysis was conducted using Synchro 11 software to determine projected intersection operations. It was assumed that all signals will be coordinated by 2030 and all timings have been optimized. The results of the analysis are shown in **Tables 7** and **8** respectively.



Table 7: 2030 LOS Results

#	Intersection	Control Type	LOS Criteria	Peak Hour	2030 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St	Signal	D	AM	24.3	C
				MD	29.7	C
				PM	41.9	D
2	Stewart St & William St	Signal	D	AM	20.6	C
				MD	32.0	C
				PM	49.8	D
3	Roop St & William St	Signal	D	AM	19.5	B
				MD	25.8	C
				PM	33.3	C
4	State St & William St	TWSC	D	AM	51.0	F
				MD	28.8	D
				PM	30.9	D
5	Saliman Rd & William St	Signal	D	AM	50.4	D
				MD	29.1	C
				PM	51.4	D
6	Gold Dust West Way/Commercial Dwy & William St	Signal	D	AM	18.1	B
				MD	24.2	C
				PM	23.4	C
<p>Notes:</p> <p><sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.</p>						

Table 8: 2050 LOS Results

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St	Signal	D	AM	26.4	C
				MD	31.5	C
				PM	42.1	D
2	Stewart St & William St	Signal	D	AM	21.8	C
				MD	34.5	C
				PM	<b>64.0</b>	<b>E</b>
3	Roop St & William St	Signal	D	AM	20.7	C
				MD	27.1	C
				PM	35.0	C
4	State St & William St	TWSC	D	AM	<b>81.6</b>	<b>F</b>
				MD	<b>36.4</b>	<b>E</b>
				PM	<b>50.8</b>	<b>F</b>
5	Saliman Rd & William St	Signal	D	AM	40.6	D
				MD	22.8	C
				PM	35.1	D
6	Gold Dust West Way/Commercial Dwy & William St	Signal	D	AM	25.4	C
				MD	30.0	C
				PM	36.4	D

*Notes:*  
<sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.

Based on the LOS results, the following deficiencies have been identified:

- ❖ State Street 2030 (AM), 2050 (AM, MD, PM)
- ❖ Stewart Street 2050 (PM)

Mitigations to the deficiencies identified above have been considered and are described below.

**State Street Mitigations:** Operations at the existing State Street two-way stop-controlled intersection are projected to fall below policy LOS in both the 2030 and 2050 horizon years. The location of the State Street intersection, shown in **Figure 10**, is 600 feet west of the Saliman Road signalized intersection and is too close to consider for signalization as either a full signalized intersection or signalized High-T intersection.



Figure 10: Existing State Street Intersection (Source: Google)

Therefore, to mitigate the poor operations at this intersection it is recommended that left-turns from State Street to eastbound E. William Street be prohibited and rerouted to the signal at Saliman Road via Long Street. This would require a raised median and channelization to manage movements. An additional benefit of this configuration is the opportunity to incorporate improved pedestrian crossing facilities from State Street across E. William Street. The concept is shown in Figure 11.



Figure 11: Proposed State Street Intersection (Source: Google)

**Stewart Street Mitigations:** The Stewart Street intersection does not meet policy LOS during the 2050 PM Peak. This is due to excessive delay for the northbound Stewart Street to eastbound E. William Street movement. The current configuration for this movement is a shared through/right-turn lane along the south leg of northbound Stewart Street as shown in **Figure 12**.



**Figure 12: Existing Stewart Street Intersection** (Source: Google)

It is recommended that a dedicated right turn lane be added to northbound Stewart Street to add additional capacity for traffic turning to eastbound E. William Street. This additional turn lane could be added by reducing southbound Stewart Street to one-lane as needed to accommodate the right-turn lane given all movements onto southbound Stewart Street originate from a single lane.

The mitigations described above were analyzed using Synchro 11 software to ensure proper operations. This includes the additional left-turning traffic that would be rerouted to Saliman Road from State Street. The results are shown in **Table 9** and suggest that all intersections operate within policy LOS under the mitigated condition.

**Table 9: Mitigated 2050 LOS Results**

Scenario	Intersection	Peak Hour	Base Delay	Base LOS	Critical Failing Movements	Improvement	Improved Delay	Improved LOS
2030	4. State St & William St	AM	<b>51.0</b>	F	SBL (F)	Restrict SBL Movements	15.3	C
		MD	28.8	D	-	Restrict SBL Movements	13.6	B
		PM	30.9	D	-	Restrict SBL Movements	12.8	B
	5. Saliman & William St	AM	50.4	D	-	SBL from State St Added	48.4	D
		MD	29.1	C	-	SBL from State St Added	26.0	C
		PM	51.4	D	-	SBL from State St Added	46.0	D
2050	2. Stewart St & William St	PM	<b>64.0</b>	E	NBL (F)	Re-stripe to add NBR turn pocket	37.6	D
	4. State St & William St	AM	<b>81.6</b>	F	SBL (F)	Restrict SBL Movements	16.7	C
		MD	<b>36.4</b>	E	SBL (F)	Restrict SBL Movements	14.0	B
		PM	<b>50.8</b>	F	SBL (F)	Restrict SBL Movements	13.4	B
	5. Saliman & William St	AM	40.6	D	-	SBL from State St Added	40.2	D
		MD	22.8	C	-	SBL from State St Added	24.5	C
		PM	35.1	D	-	SBL from State St Added	39.2	D

### Other Intersection Opportunities

Other opportunities for intersection improvements along the corridor have been discussed and were subsequently evaluated. This includes the potential elimination of dedicated right turn lanes along E. William Street. The intent of potentially removing these turn lanes is to provide additional space within the roadway corridor for other uses while also reducing pedestrian crossing distances. There are three existing dedicated right turn lanes along E. William Street located at Carson Street (westbound) and Saliman Road (westbound and eastbound). These locations were analyzed to determine the operations if these turn lanes were removed. The results are shown in **Table 10**.

**Table 10: Right Turn Lanes Removed LOS Results**

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St - WB Rt Turn Lane Removed	Signal	D	AM	37.6	D
				MD	41.2	D
				PM	<b>65.1</b>	E
5	Saliman Rd & Williams St - EB & WB Rt Turn Lane Removed	Signal	D	AM	44.9	D
				MD	24.5	C
				PM	44.1	D
<p><i>Notes:</i></p> <p><sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.</p>						

As shown, the dedicated right turn lane cannot be removed at Carson Street and meet policy LOS; however, both the eastbound and westbound dedicated right turn lanes can be removed at Saliman Road and meet policy LOS.

In addition to the right turn lane removal, the option to remove right-turn-on-red (RTOR) for the northbound Roop Street to eastbound E. William Street movement was analyzed. The intent of prohibiting RTOR at this location is to alleviate potential safety concerns with sight distance towards the west for vehicles entering E. William Street as shown in **Figure 13**.



**Figure 13: Roop Street Sight Distance** (Source: Google)

The Roop Street intersection operations were analyzed with the no RTOR prohibition and found to function within policy LOS as shown in **Table 11**.

**Table 11: Roop Street Northbound No RTOR LOS Results**

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V)	LOS
3	Roop St & Williams St - No NB RTOR	Signal	D	AM	20.7	C
				MD	27.1	C
				PM	35.0	C

Another opportunity that was investigated is the potential for a Leading Pedestrian Interval (LPI) at Saliman Road. Due to the proximity to Carson High School, Saliman Road experiences significant pedestrian activity during certain peak times of the day. LPI is a signalization technique that adds three to five seconds of lead time for pedestrians to enter the crosswalk with all vehicular movements held on a red light. Following the LPI phase, the corresponding vehicular phase is then turned green and runs concurrent with the pedestrian crossing. The intent is to allow a few seconds for pedestrians to enter the crosswalk and become more visible to drivers, reducing potential crashes and improving intersection

safety for pedestrians. LPI is most appropriate for high pedestrian activity intersections. The LPI opportunity was analyzed at Saliman Road with a LPI length of five seconds for all pedestrian movements with the results shown in **Table 12**. It should be noted that Synchro 11 cannot analyze LPI using HCM6 methods and the Synchro Default methods must be utilized.

**Table 12: Saliman Rd. with LPI LOS Results**

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V)	LOS
5	Saliman Rd & Williams St - with LPI	Signal	D	AM	35.6	D
				MD	20.7	C
				PM	40.7	D

As **Table 12** reveals, five second LPI pedestrian phases can be incorporated at Saliman Road while still maintaining policy LOS. It must be noted that the analysis included converting the southbound left-turn signal to Permissive+Protected to achieve acceptable operations.

### Proposed Corridor Analysis

Several concepts and mitigations have been identified for implementation along E. William Street. A summary of the proposed corridor is shown in **Table 13**.

**Table 13: Proposed Corridor Summary**

#	Intersection	Improvement
1	Carson St. & William St.	Coordinate and Optimize Signals
2	From Carson St. to Stewart St.	Remove One EB Lane
3	Stewart St. & William St.	Coordinate and Optimize Signals
		Add NB Right-Turn Lane
4	Roop St. & William St.	Coordinate and Optimize Signals
		No RTOR NB
5	State St. & William St.	Restrict Left-Out Movement
6	Saliman Rd. & William St.	Coordinate and Optimize Signals and Revise SB Left-Turn to be “Permissive-Protected”
		Eliminate EB and WB Right-Turn Lanes
		Incorporate LPI Phases
7	Gold Dust West Way & William St.	Coordinate and Optimize Signals

Each of these improvements were considered individually to determine if they would function and still meet policy LOS. There improvements were further analyzed together with all improvements incorporated to ensure the proposed corridor would also operate within policy LOS. The results of this analysis are shown in **Tables 14** and **15**.

Table 14: Proposed Corridor 2030 LOS Results

#	Intersection	Control Type	LOS Criteria	Peak Hour	2030 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St	Signal	D	AM	24.3	C
				MD	28.4	C
				PM	42.7	D
2	Stewart St & William St	Signal	D	AM	47.3	D
				MD	37.2	D
				PM	36.4	D
3	Roop St & William St	Signal	D	AM	19.5	B
				MD	25.7	C
				PM	32.7	C
4	State St & William St	TWSC	D	AM	15.3	C
				MD	13.6	B
				PM	12.8	B
5	Saliman Rd & William St	Signal	D	AM	36.3	D
				MD	27.2	C
				PM	50.3	D
6	Gold Dust West Way/Commercial Dwy & William St	Signal	D	AM	8.2	A
				MD	15.4	B
				PM	15.4	B
<p>Notes:</p> <p><sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.</p>						



Table 15: Proposed Corridor 2050 LOS Results

#	Intersection	Control Type	LOS Criteria	Peak Hour	2050 Conditions	
					Delay (S/V) <sup>1</sup>	LOS
1	Carson St & William St	Signal	D	AM	25.6	C
				MD	30.1	C
				PM	43.5	D
2	Stewart St & William St	Signal	D	AM	44.7	D
				MD	40.0	D
				PM	45.5	D
3	Roop St & William St	Signal	D	AM	20.7	C
				MD	27.1	C
				PM	31.2	C
4	State St & William St	TWSC	D	AM	16.7	C
				MD	14.0	B
				PM	13.4	B
5	Saliman Rd & William St	Signal	D	AM	35.5	D
				MD	25.5	C
				PM	51.6	D
6	Gold Dust West Way/Commercial Dwy & William St	Signal	D	AM	21.0	C
				MD	27.3	C
				PM	42.5	D
<i>Notes:</i> <sup>1</sup> "Average" control delays (in seconds/vehicle) are indicated for All-way Stop-Control (AWSC) and Signal controlled intersections. "Worst-movement delay" (in seconds/vehicle) is indicated for One-Way Stop-Controlled (OWSC) and Two-Way Stop-Controlled (TWSC) intersections.						

Based on the LOS analysis, all intersections operate at policy LOS in both 2030 and 2050.

### Queue Length Analysis

Based on the proposed corridor configuration detailed above, a queue length analysis was completed on 2050 volumes to inform the design of turn lane storage and median channelization. It is recognized that actual turn lane and channelization design includes elements beyond simply the storage length (e.g. tapers) and it is the responsibility of the design engineer to detail the actual turn lane design. The results of the queue analysis are shown in **Table 16**. Storage lengths shown represent the 95<sup>th</sup> percentile or the length necessary to accommodate queues for 95-percent of expected situations.

Table 16: Proposed Corridor Queue Lengths Summary

#	Intersection	Movement	Storage (feet)	Peak Hour	95th Percentile Queue (ft)	
					2030	2050
1	Carson St & William St	NBL	130	AM	14	20
				MD	10	10
				PM	6	7
		SBL	140	AM	<b>153</b>	<b>183</b>
				MD	<b>147</b>	<b>160</b>
				PM	<b>190</b>	<b>294</b>
		SBR	160	AM	0	0
				MD	0	0
				PM	0	0
		EBL	80	AM	16	17
				MD	22	22
				PM	28	27
		WBL	100	AM	12	11
				MD	34	42
				PM	88	55
WBR	615	AM	102	163		
		MD	188	183		
		PM	196	202		
2	Stewart St & William St	NBL	600	AM	49	59
				MD	88	98
				PM	279	196
		SBL	75	AM	23	23
				MD	34	34
				PM	33	32
		EBL	160	AM	11	11
				MD	27	36
				PM	52	37
		WBL	100	AM	<b>356</b>	<b>368</b>
				MD	<b>289</b>	<b>317</b>
				PM	<b>188</b>	<b>318</b>

Table 16: Proposed Corridor Queue Lengths Summary (cont.)

3	Roop St & William St	NBL	260	AM	32	39
				MD	41	42
				PM	37	44
		SBL	105	AM	76	79
				MD	<b>108</b>	<b>117</b>
				PM	<b>158</b>	<b>204</b>
		EBL	100	AM	8	7
				MD	12	16
				PM	23	28
		WBL	280	AM	62	121
				MD	169	190
				PM	152	240
4	State St & William St	EBL	160	AM	8	10
				MD	13	15
				PM	13	13
5	Saliman Rd & William St	NBL	290	AM	247	225
				MD	167	144
				PM	145	111
		SBL	160	AM	116	125
				MD	138	160
				PM	<b>323</b>	<b>325</b>
		EBL	240	AM	8	11
				MD	17	17
				PM	19	18
		WBL	180	AM	<b>323</b>	<b>306</b>
				MD	<b>192</b>	165
				PM	<b>342</b>	<b>258</b>
6	Gold Dust West Way & William St	NBL	115	AM	26	65
				MD	58	98
				PM	63	111
		SBL	200	AM	21	27
				MD	71	123
				PM	89	165
		EBL	250	AM	19	21
				MD	54	63
				PM	49	50
		WBL	225	AM	48	166
				MD	75	216
				PM	80	<b>375</b>
<i>Notes:</i> <b>Bold</b> = Exceeds Existing Storage Length						

Based on the results of the queuing analysis, the following observations and recommendations are provided:

- ❖ Carson Street Southbound Left – The 2030 queues extend to John Street and interfere with turning movements at this location. Consider revising John Street to a right-in/right-out. Similarly, 2050 queues extend to near Rice Street and northbound left turns to Fleischmann Way may need to be restricted as well.
- ❖ Stewart Street Westbound Left – The future queues extend east beyond Valley Street. Consider revising Valley Street and the commercial driveway to the north to right-in/right-out through raised median channelization.
- ❖ Roop Street Southbound Left – Future queues extend beyond the existing turn lane and John Street. Extend the existing turn lane and restrict left turning movements to/from John Street.
- ❖ Saliman Road Southbound Left – Extend the existing left-turn storage to accommodate queues.
- ❖ Saliman Road Westbound Left - Extend the existing left-turn storage to accommodate queues. Eliminate the left-turn lane from eastbound E. William Street to Rand Avenue. Consider right-in/right-out at Rand Avenue and the commercial driveway to the south through raised median channelization.
- ❖ Gold Dust West Way Westbound Left – Extend the existing left-turn storage by reducing the left-turn storage for eastbound E. William Street to northbound I-580, which is thought to have excess capacity.

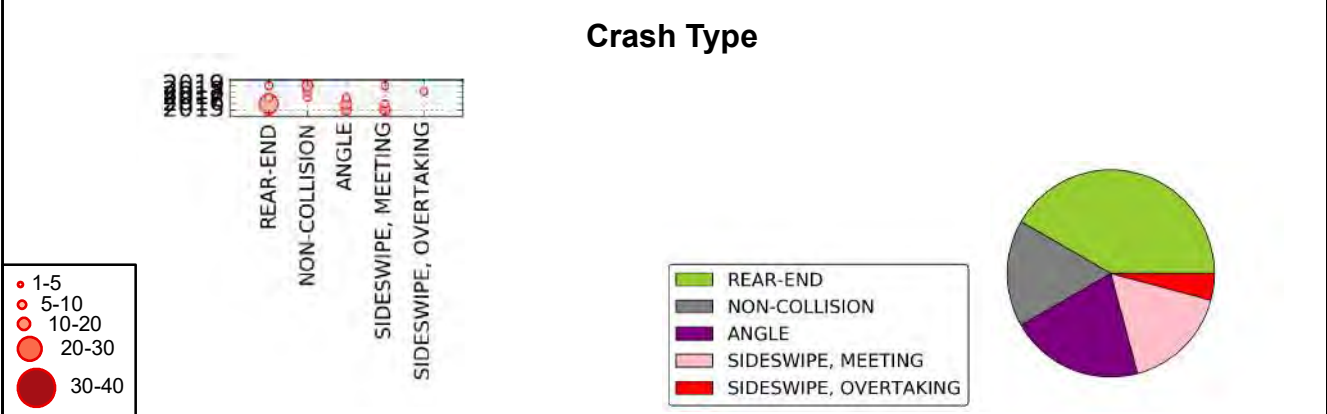
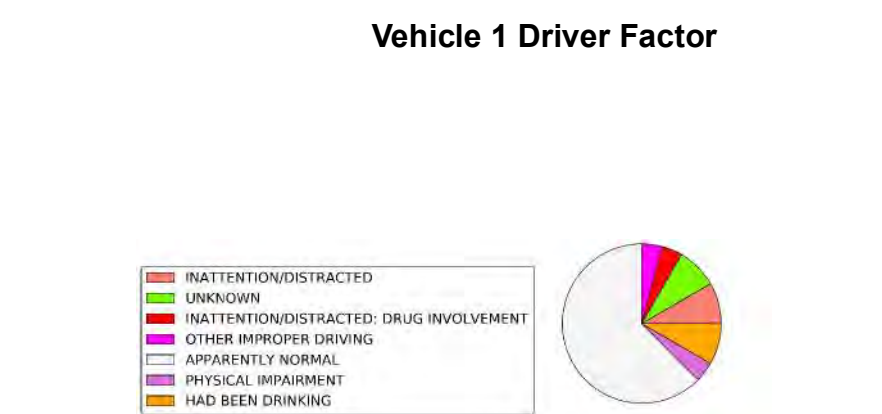
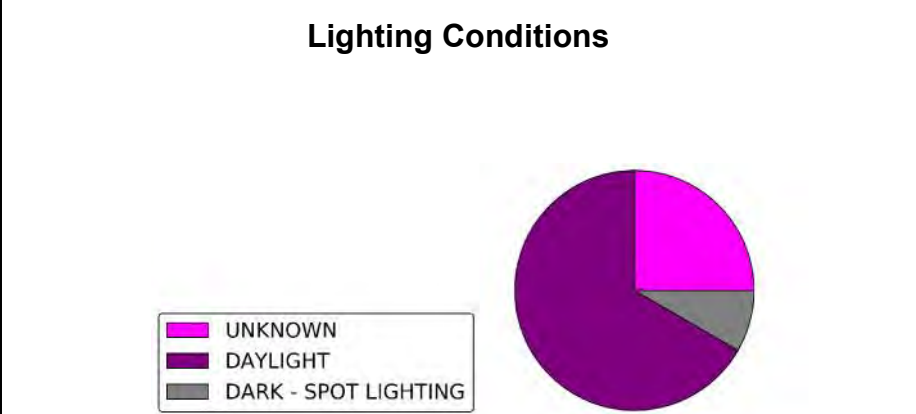
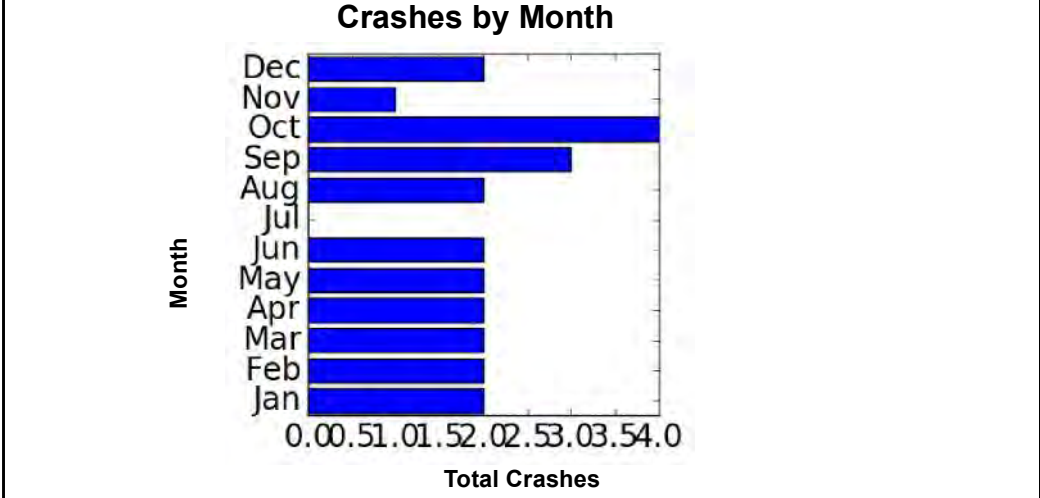
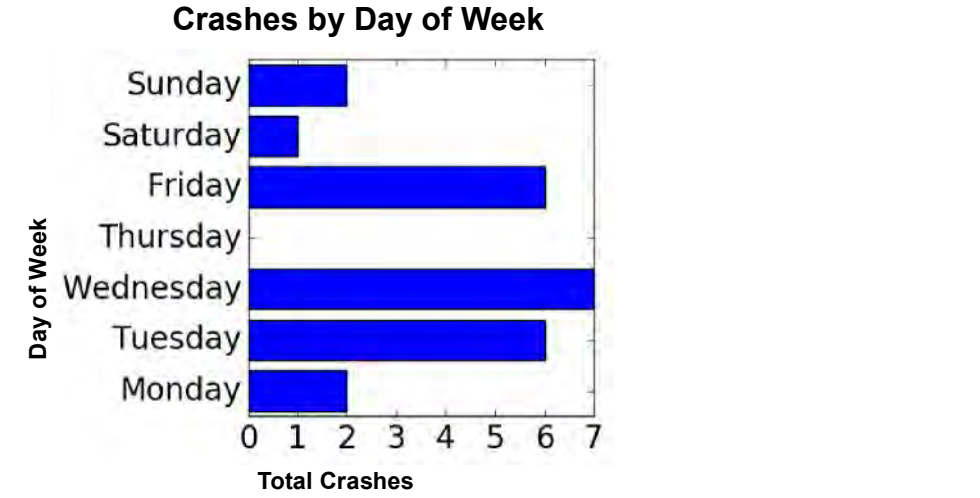
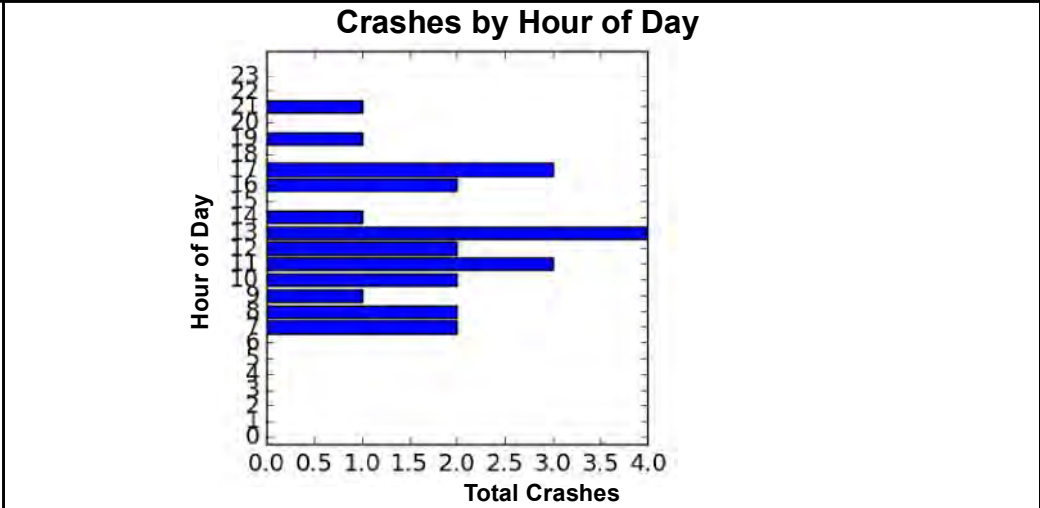
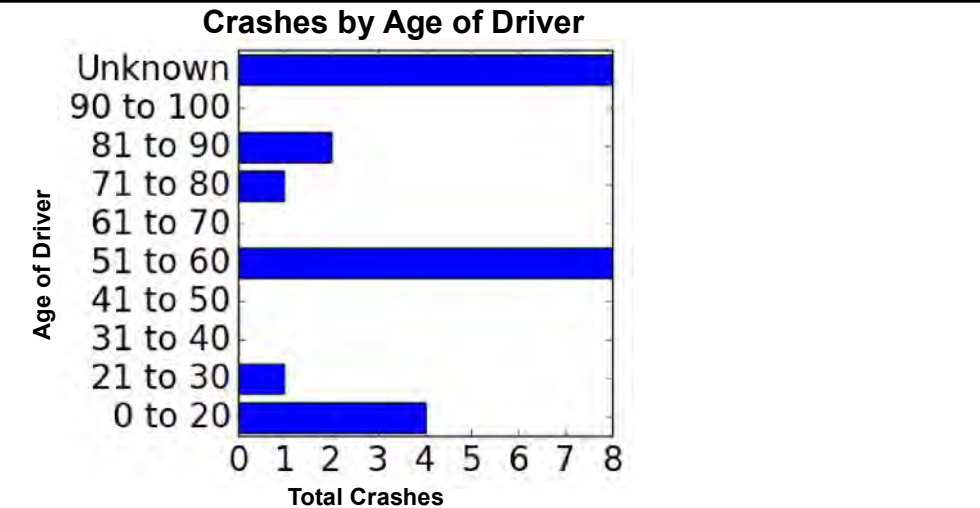
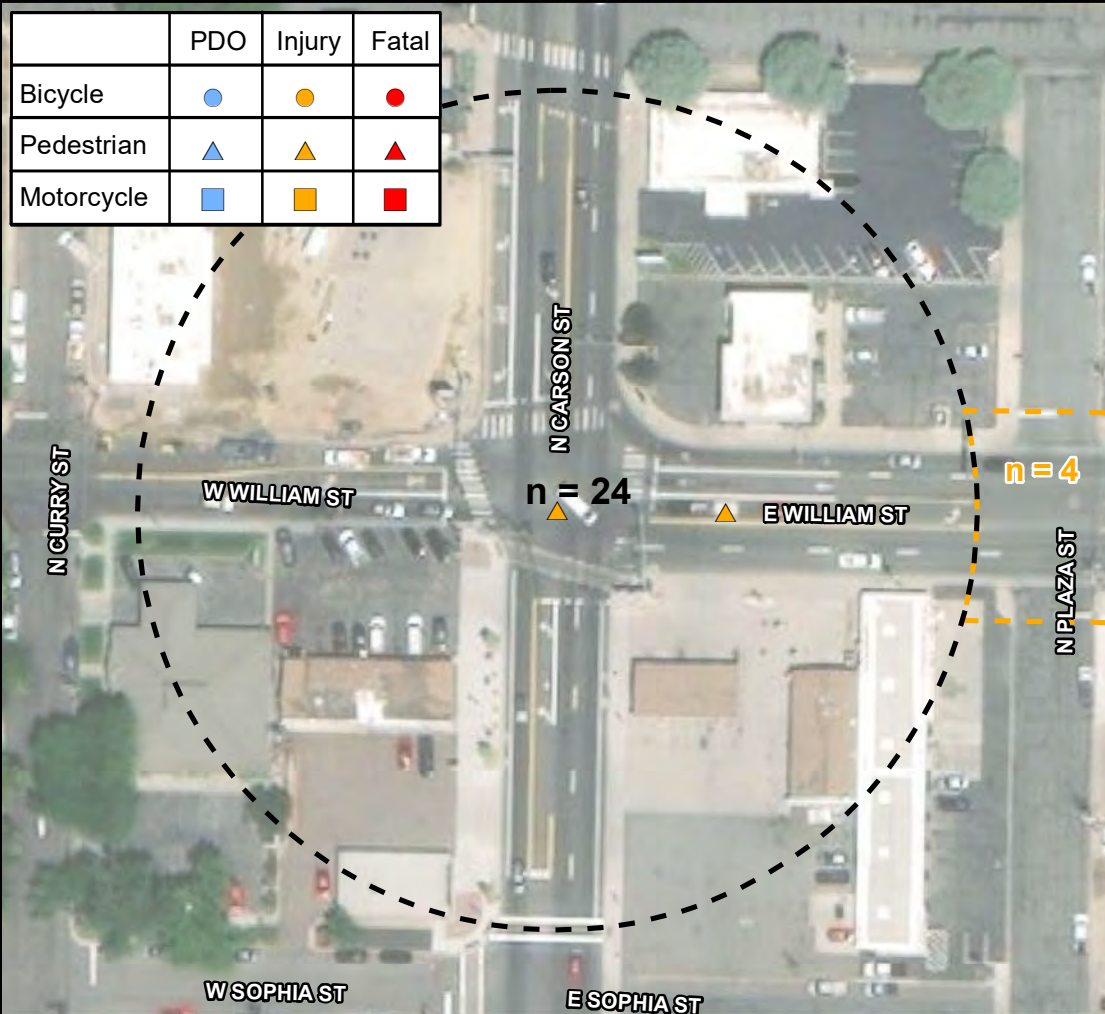
Appendix A:  
Summary of Existing Plans and Studies

## E. Williams St. Traffic Analysis

### Summary of Existing Plans and Studies

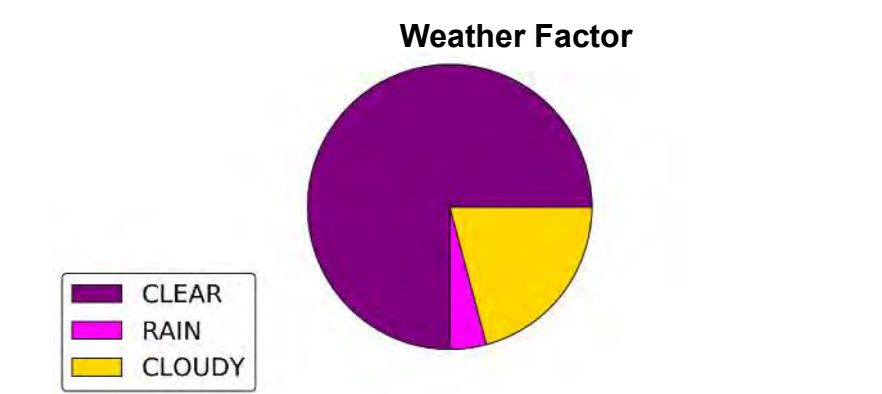
No.	Traffic Plan/Study	Project Description	Date	Status	Location	Relevant Data	Relevant Findings
1	Altair Apartment Complex Traffic Study	207 unit apartment complex	Dec-21	Not Yet Approved	NW corner of Washington/Stewart	Existing AM/PM peak hour volumes at Williams St and Stewart St., Carson St., and Roop St.	Existing intersection performance issues at Stewart St. and Roop St., particularly in the NB direction.
2	Lompa Ranch North Residential	137 single family homes	Sep-21	Approved	W of I-580, S of Williams St.	Williams St./Saliman Rd. vehicle turning movement, bike/ped volumes from August 2021 (school in session)	2025 and 2040 Williams St./Saliman Rd. intersection operates at LOS D or better.
3	Lompa Ranch North Residential, Traffic Analysis Supplement	137 single family home plus park and middle school added	Nov-21	Approved	W of I-580, S of Williams St.	N/A	2026 and 2040 Williams St./Saliman Rd. intersection operates at LOS D or better.
4	Lompa Ranch West Build-Out	774 apartments, 83 duplexes, 476 single family homes, a new middle school, 80k sf of office, and 108k sf of storage	Mar-17	Approved	W of I-580, S of Williams St.	2017 turning movement counts at Saliman and Gold Dust Way. 2017 existing LOS	2025 plus project EB at Saliman Rd. LOS E for PM peak
5	Independent Review - Lompa Ranch North Residential TIS	Same as #2	Nov-21	Accepted	W of I-580, S of Williams St.	William St./Saliman Rd. AM peak hour ped counts	No major changes to the subject study findings
6	U-Haul Carson City Traffic Evaluation	106k sf U-Haul storage facility	Jun-21	Approved	E of State St., N of Williams St.	N/A	Traffic impact study not triggered

Appendix B:  
Crash History Maps



### Vehicle 1 Most Harmful Event

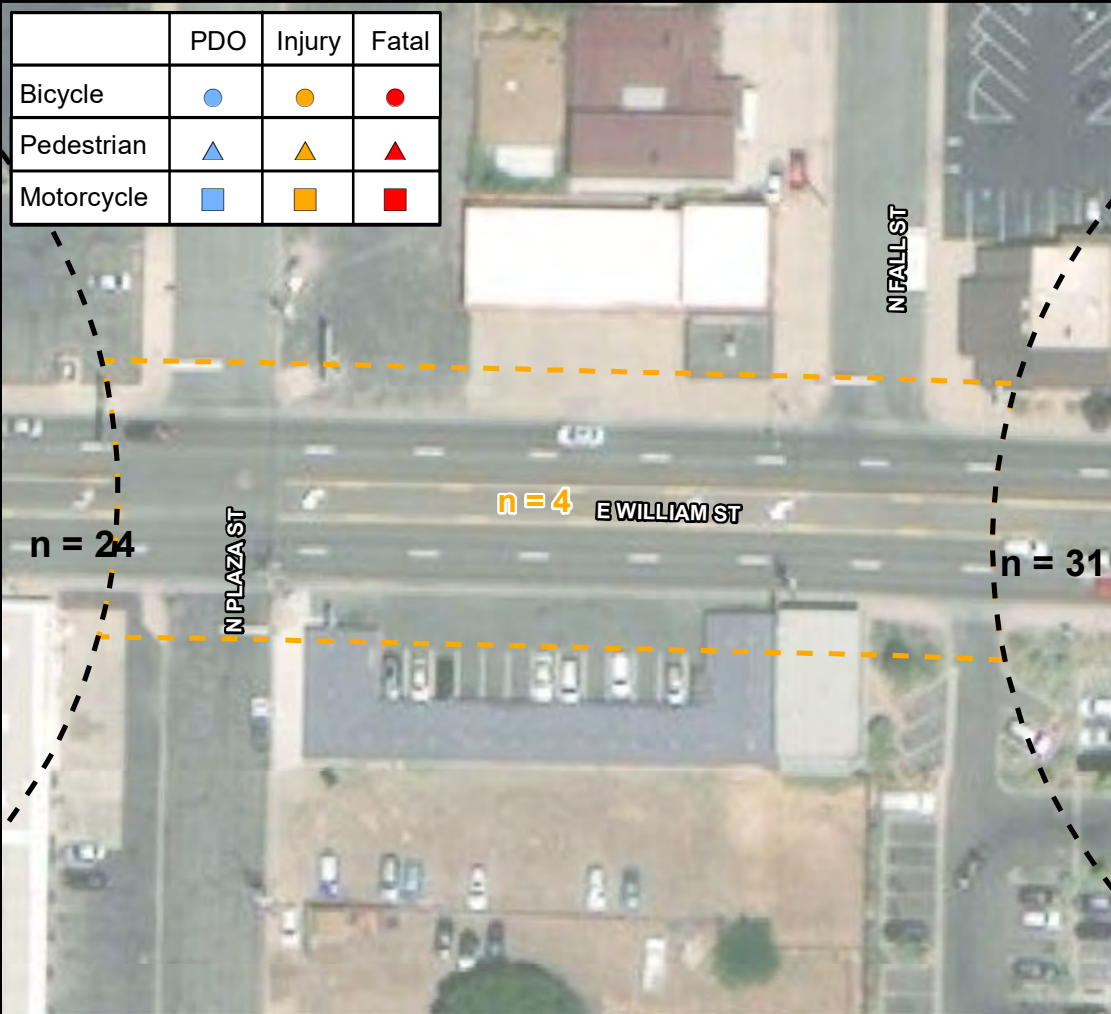
Event	Percent
UNKNOWN	87.5
MOTOR VEHICLE IN TRANSPORT	8.3
OTHER FIXED OBJECTS (BUILDING, TUNNEL, ETC.)	4.2



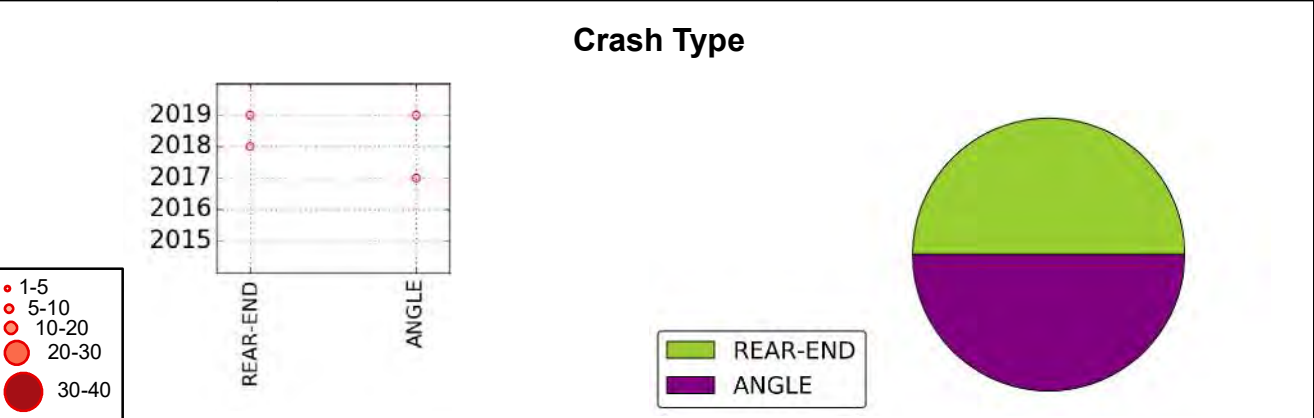
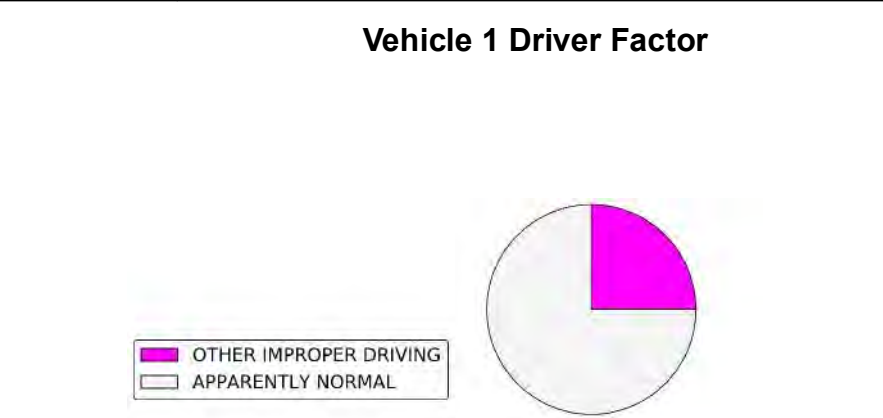
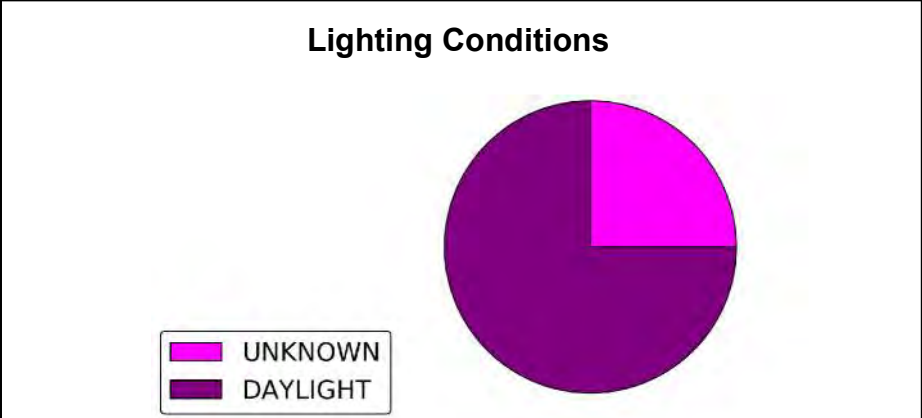
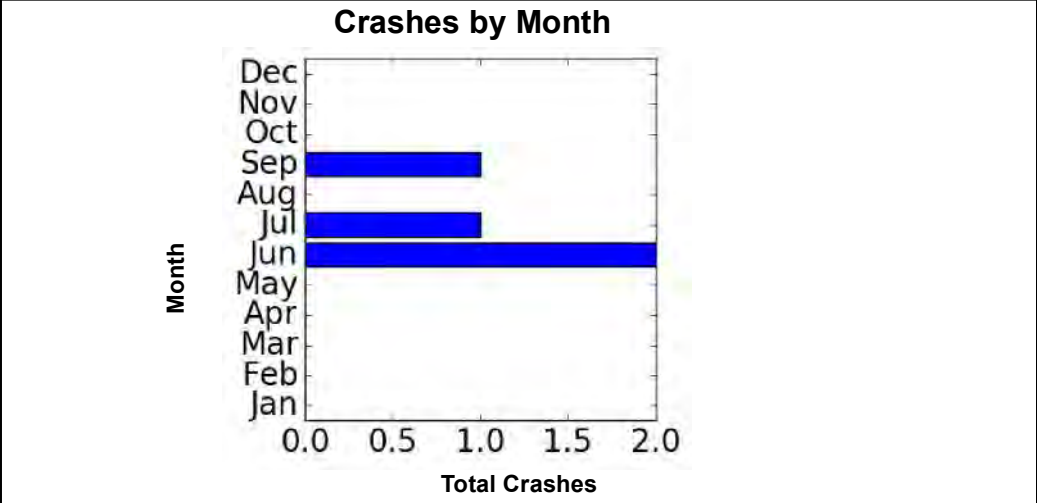
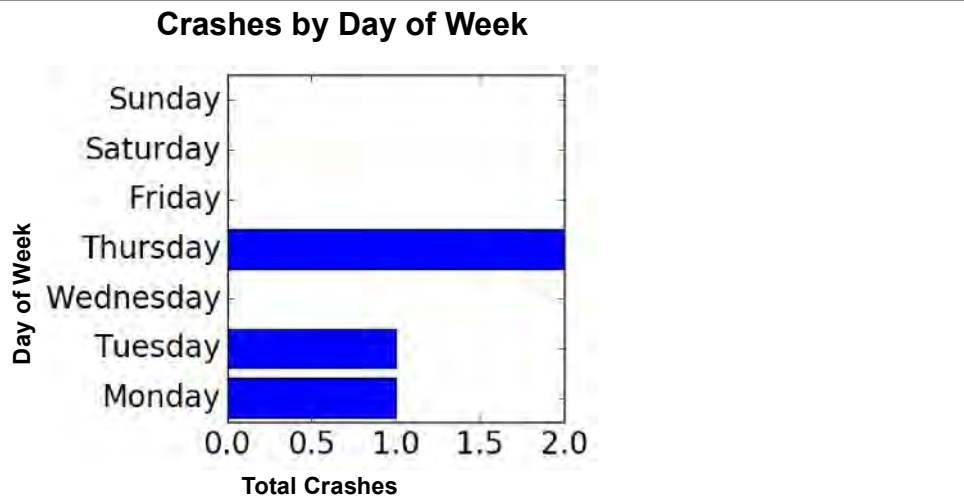
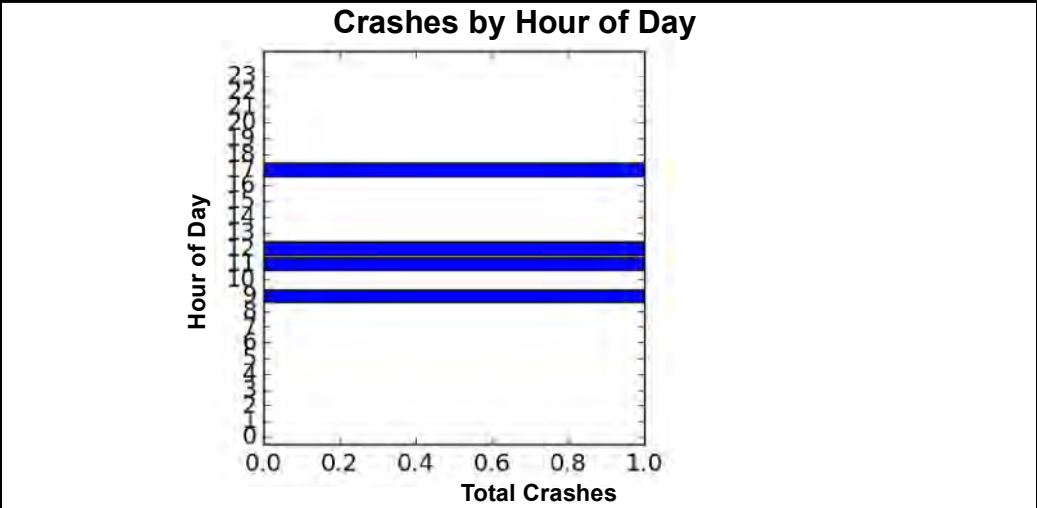
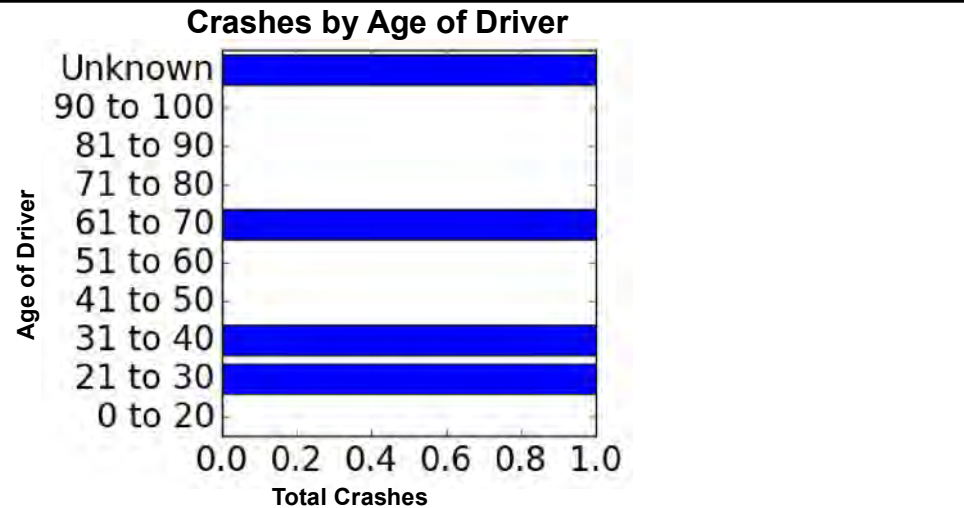
### Vehicle 1 Vehicle Factor

Factor	Percent
FAILED TO YIELD RIGHT OF WAY	25
UNKNOWN	25
FOLLOWED TOO CLOSELY	20.8
DRIVING TOO FAST FOR CONDITIONS	8.3
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD: UNSAFE LANE CHANGE	4.2
OTHER IMPROPER DRIVING	4.2
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD	4.2
UNSAFE LANE CHANGE	4.2
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	4.2



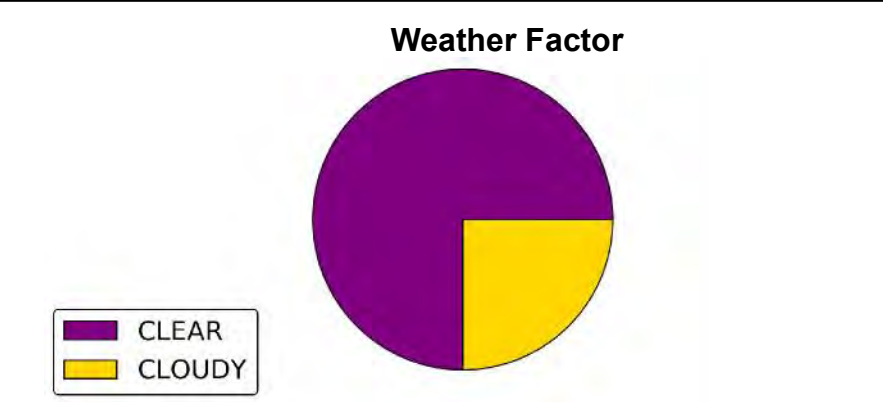


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



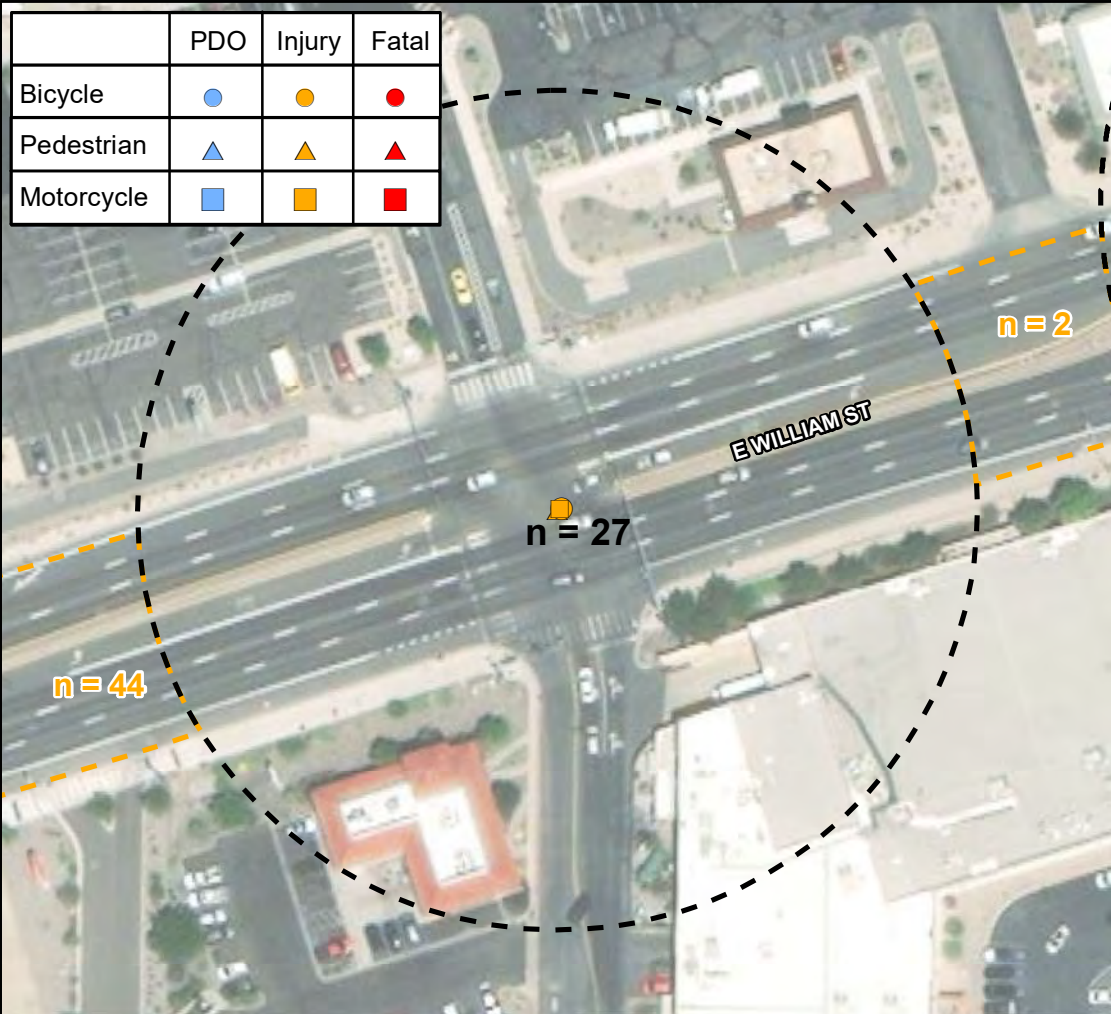
### Vehicle 1 Most Harmful Event

Event	Percent
MOTOR VEHICLE IN TRANSPORT	75
UNKNOWN	25

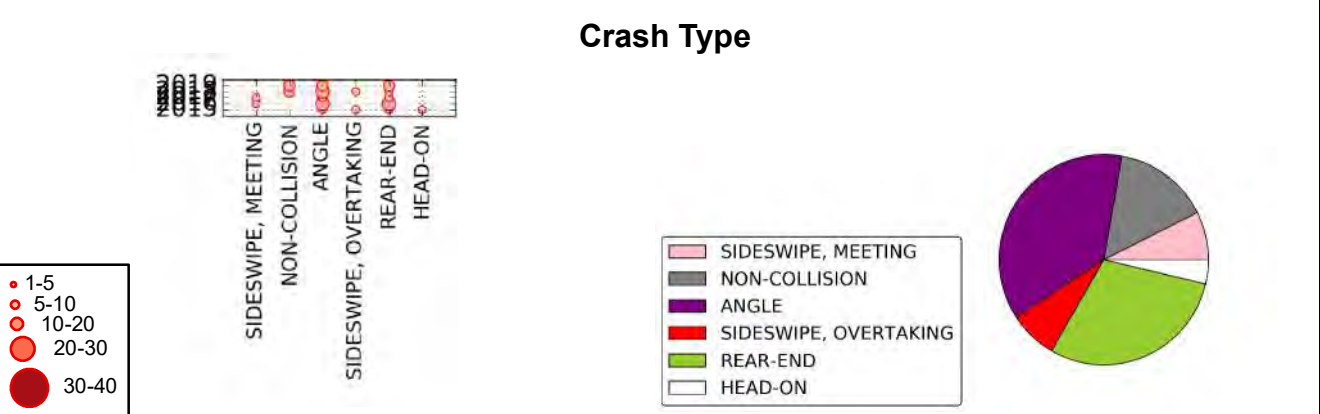
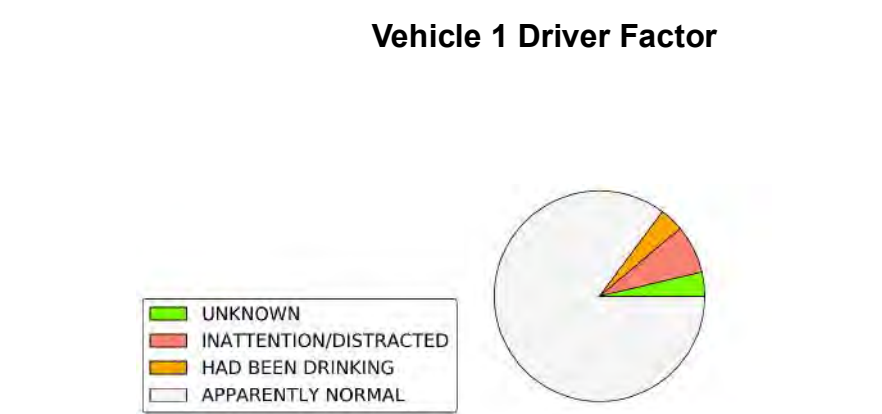
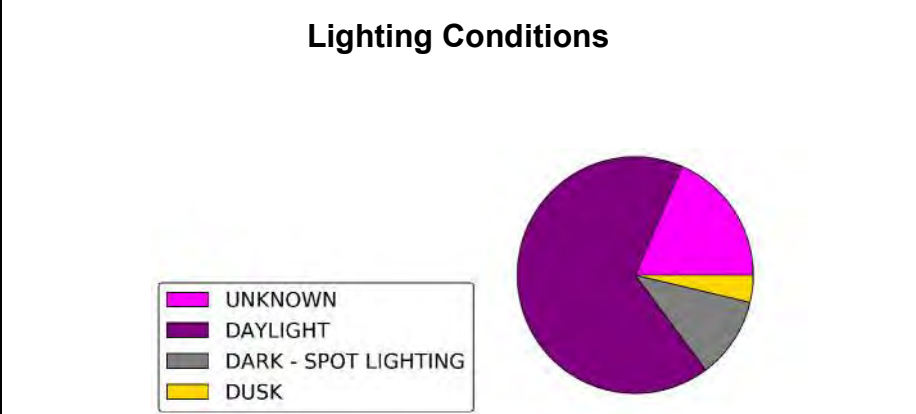
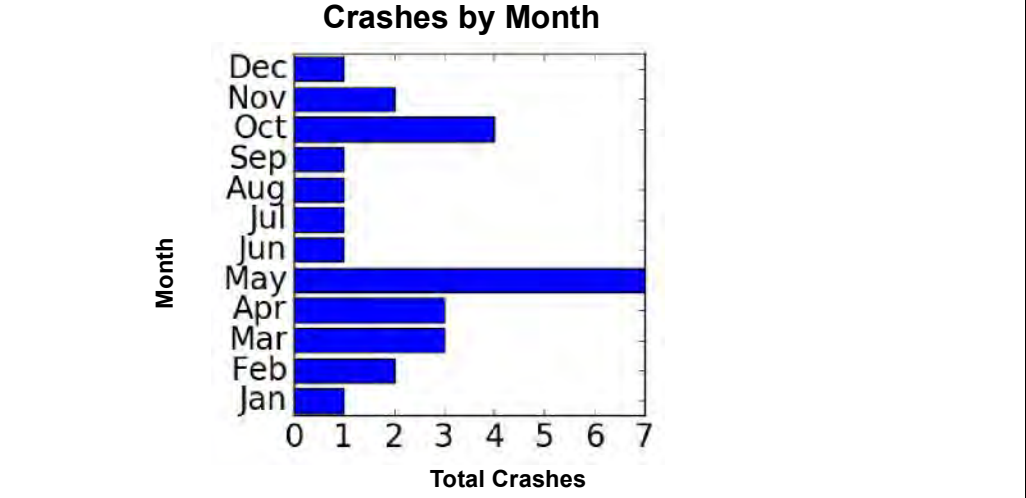
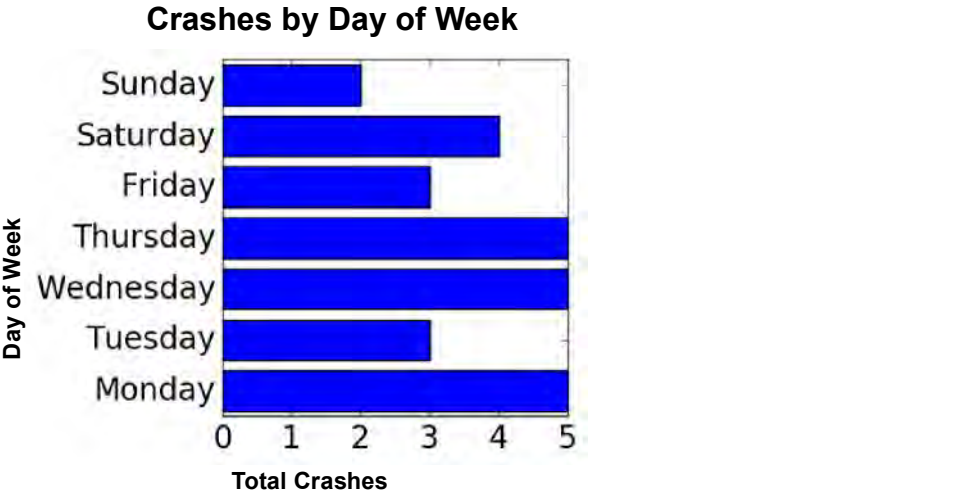
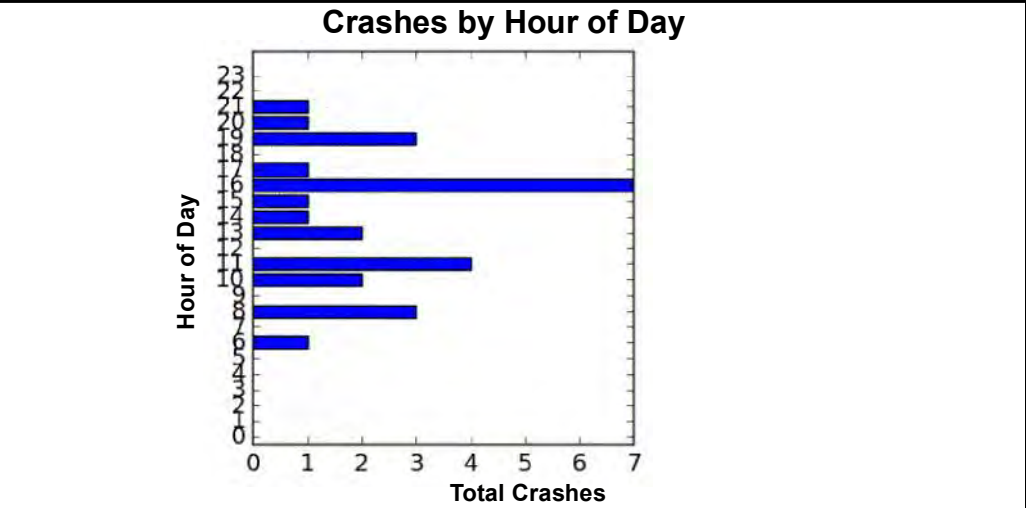
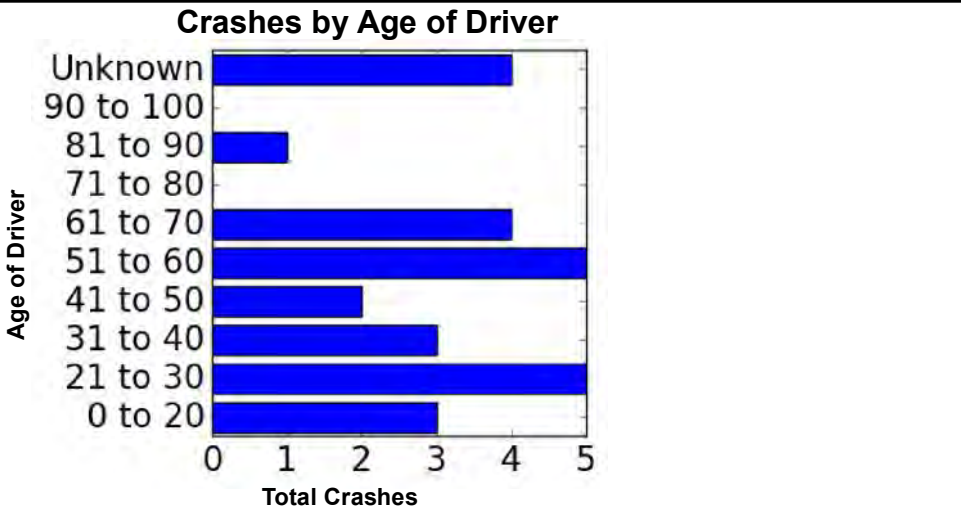


### Vehicle 1 Vehicle Factor

Factor	Percent
FAILED TO YIELD RIGHT OF WAY	50
UNKNOWN	25
FOLLOWED TOO CLOSELY	25

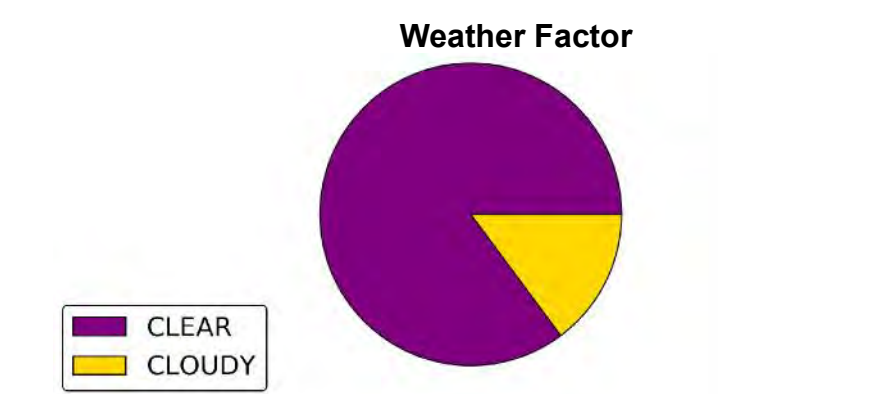


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



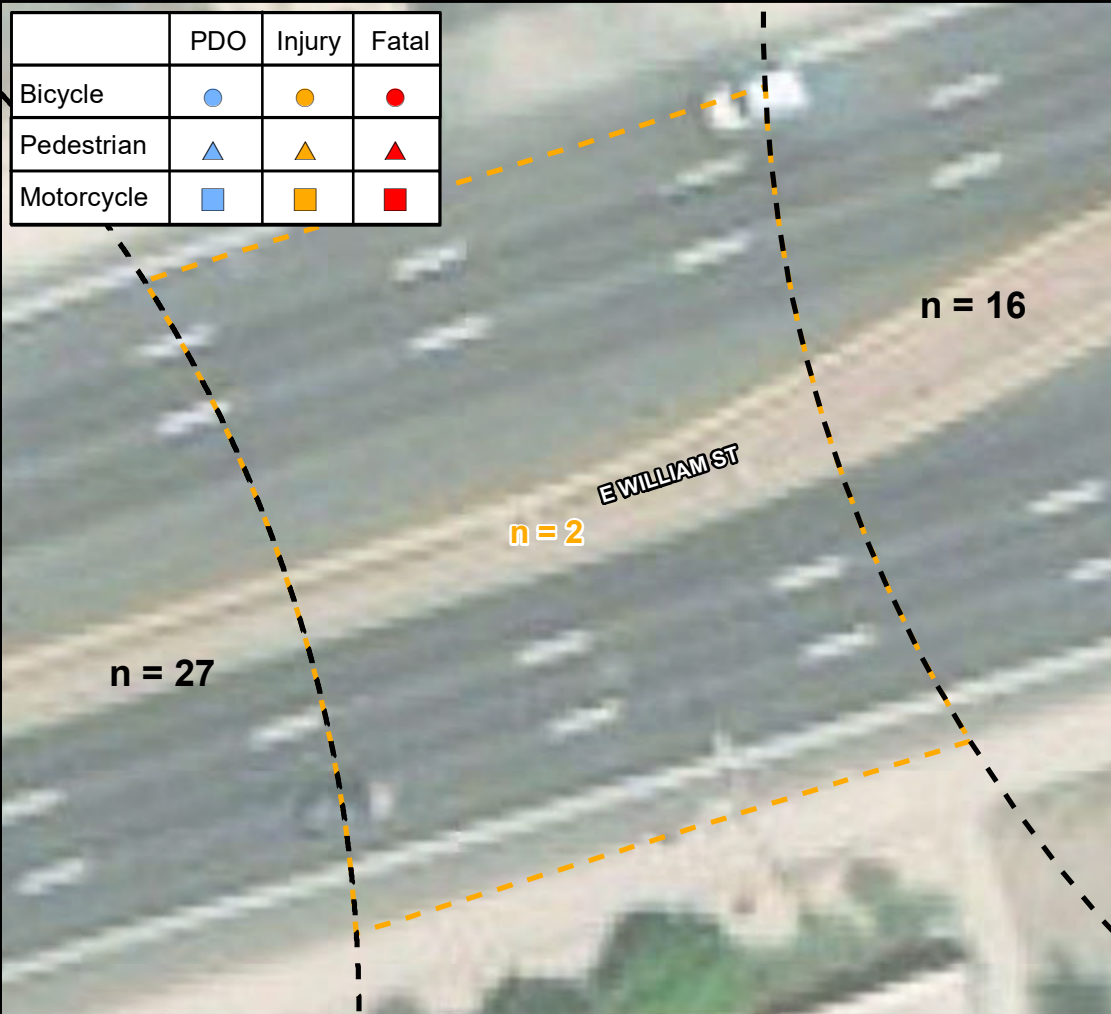
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	70.4
MOTOR VEHICLE IN TRANSPORT	25.9
SEPARATION OF UNITS	3.7

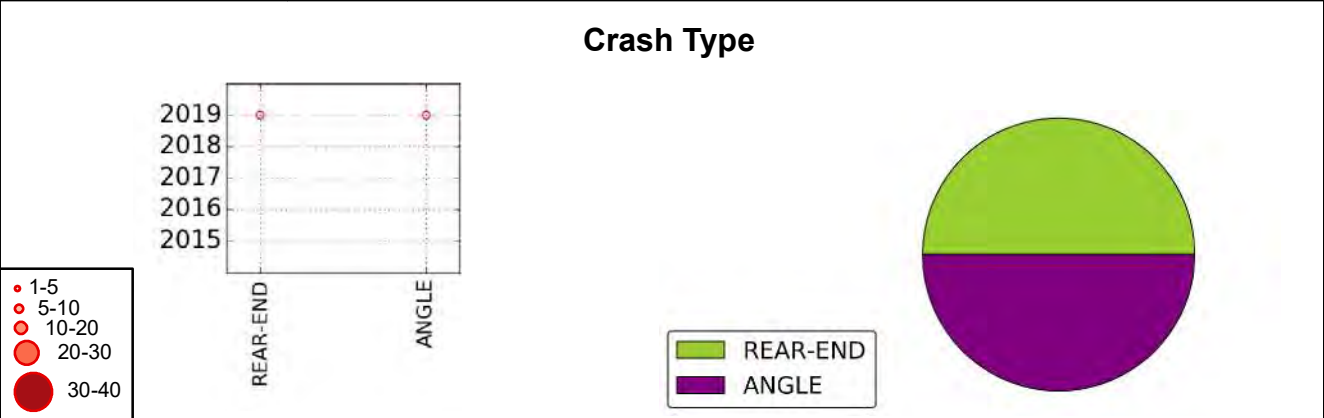
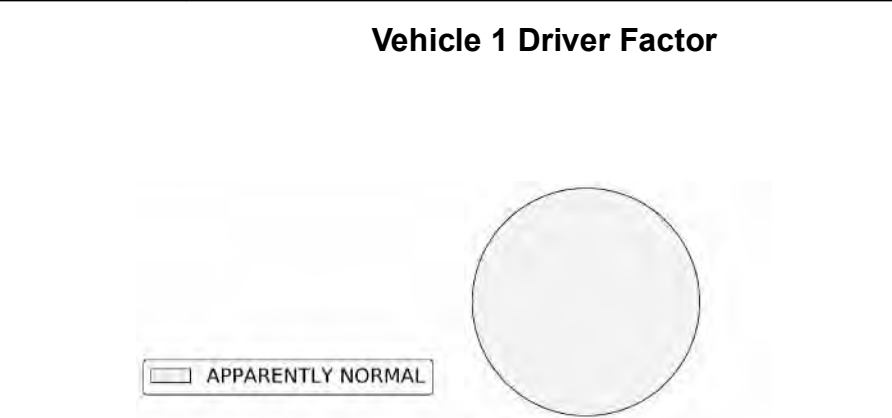
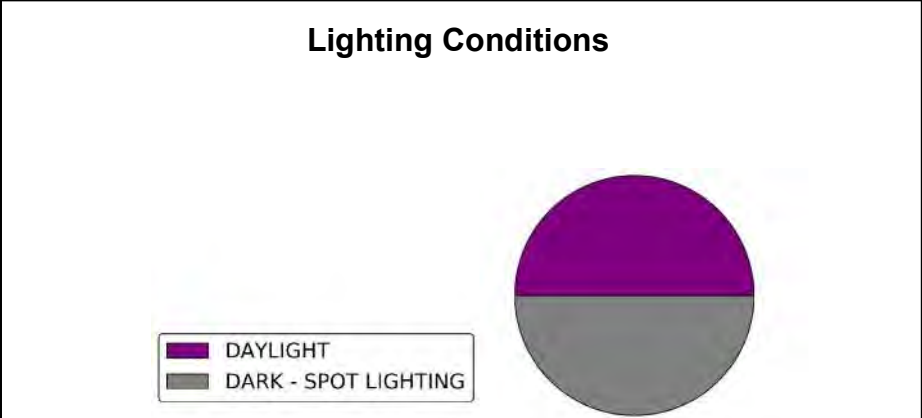
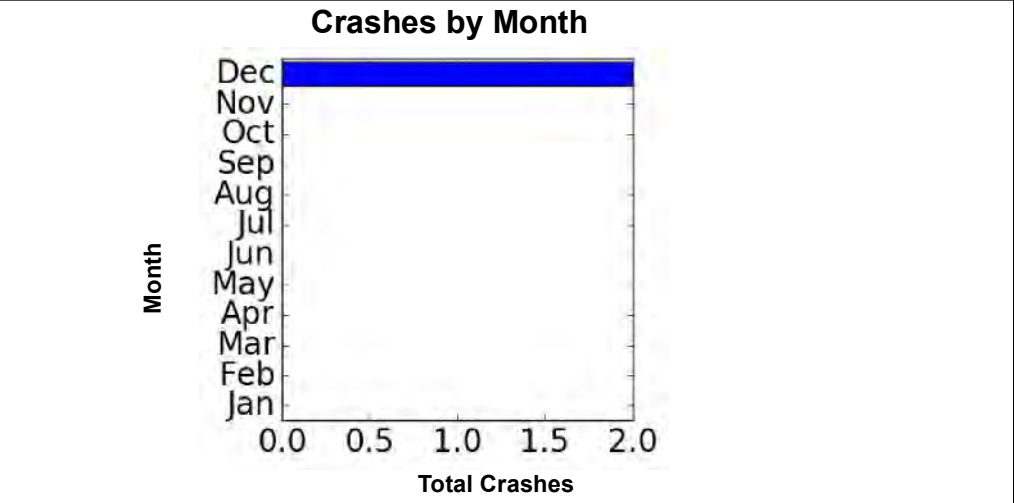
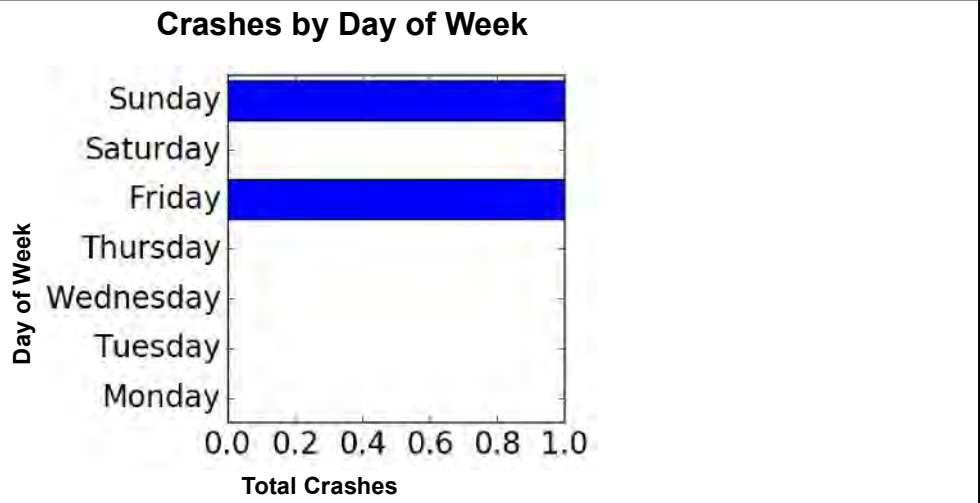
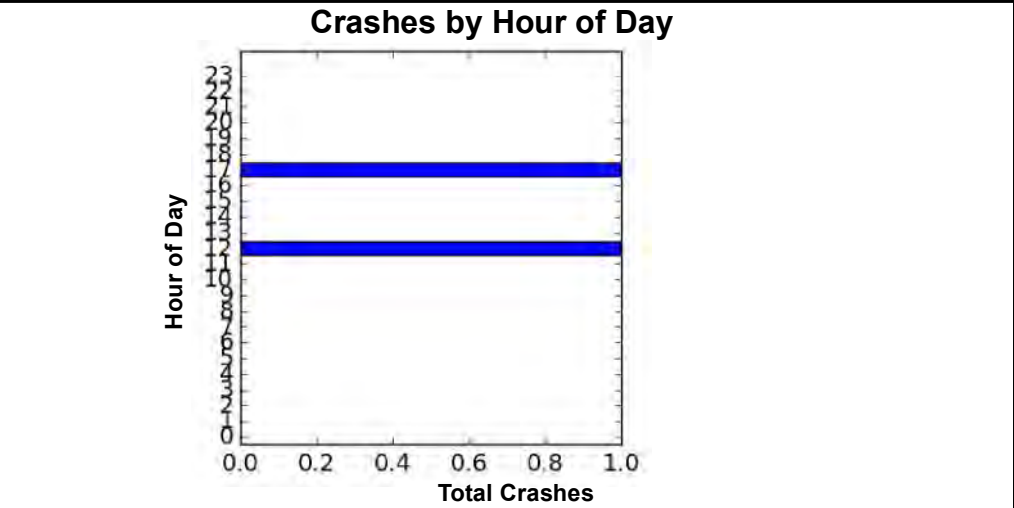
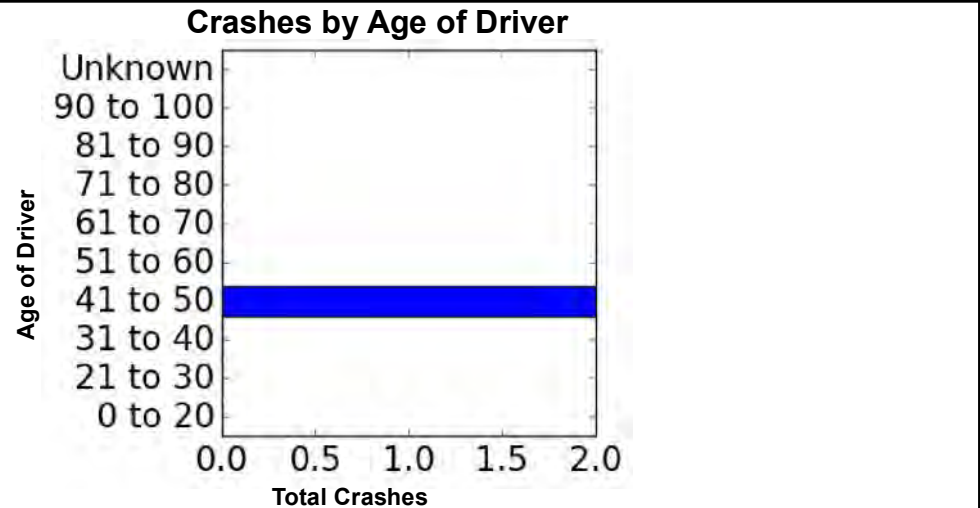


### Vehicle 1 Vehicle Factor

Factor	Percent
FAILED TO YIELD RIGHT OF WAY	33.3
FOLLOWED TOO CLOSELY	22.2
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	22.2
UNKNOWN	7.4
MADE AN IMPROPER TURN	3.7
MECHANICAL DEFECTS	3.7
DRIVING TOO FAST FOR CONDITIONS	3.7
UNSAFE LANE CHANGE	3.7

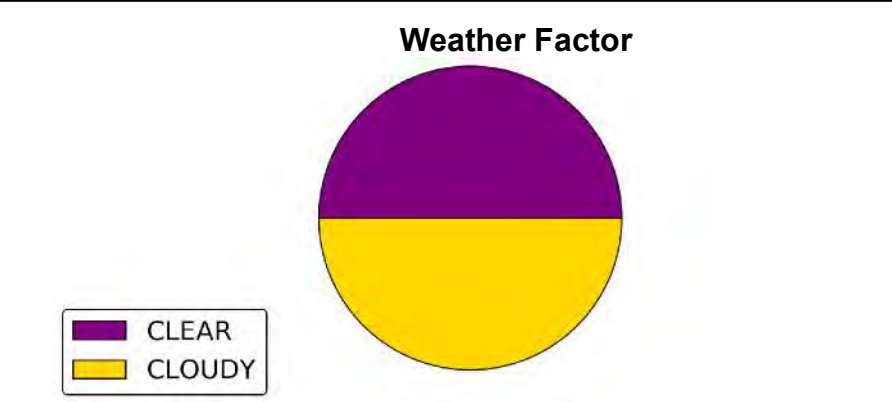


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



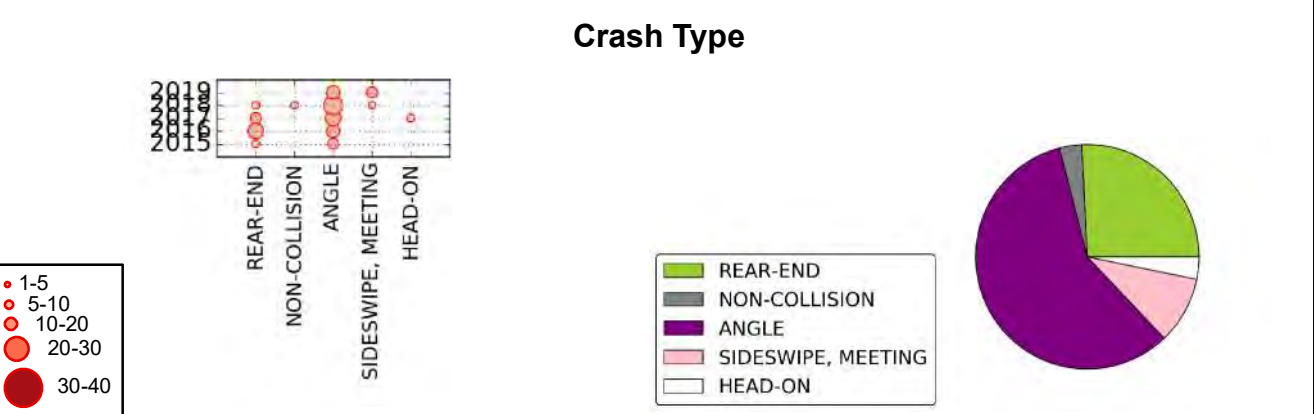
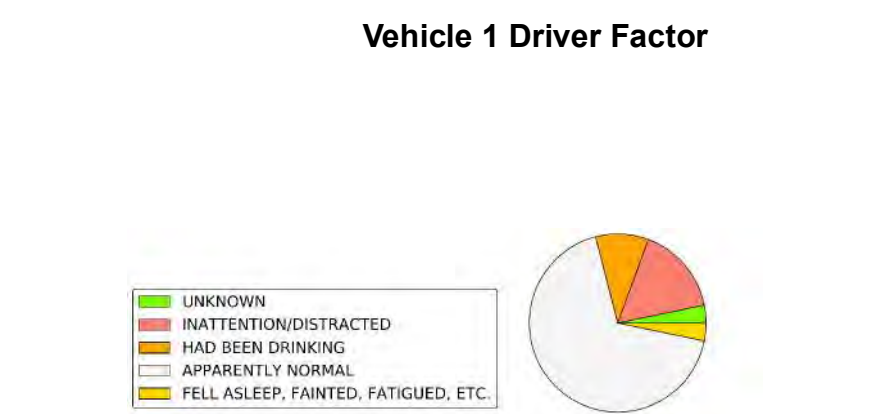
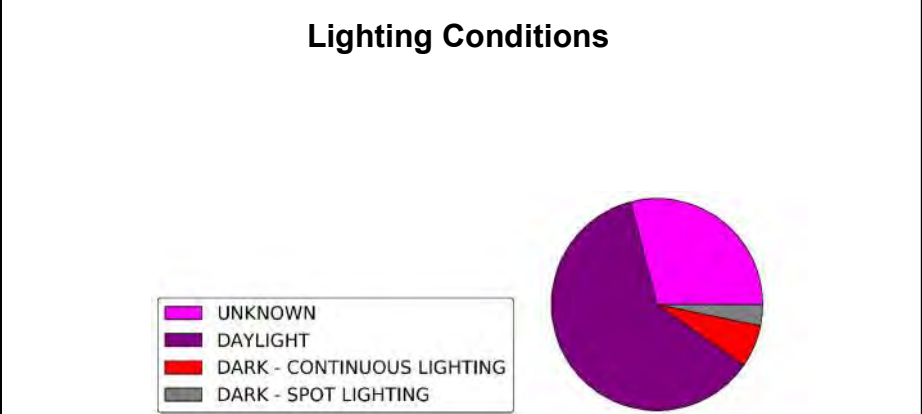
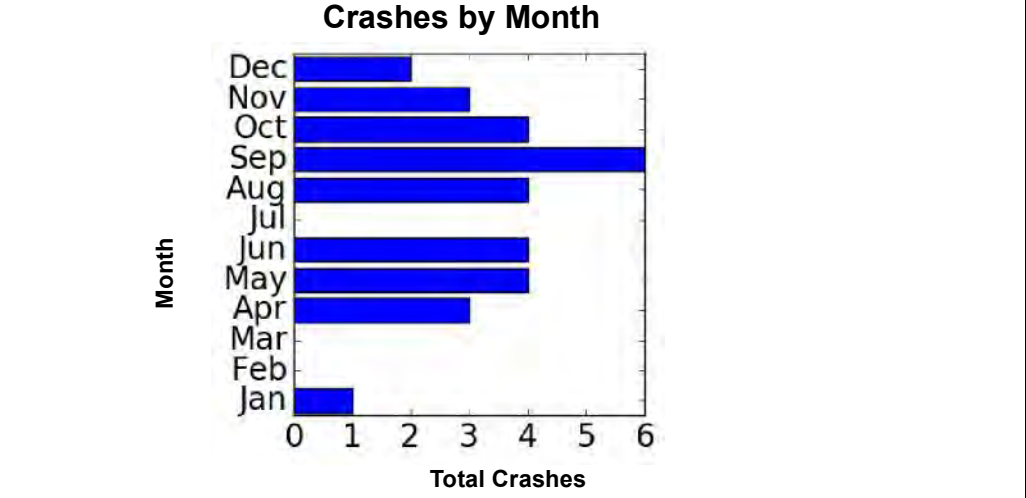
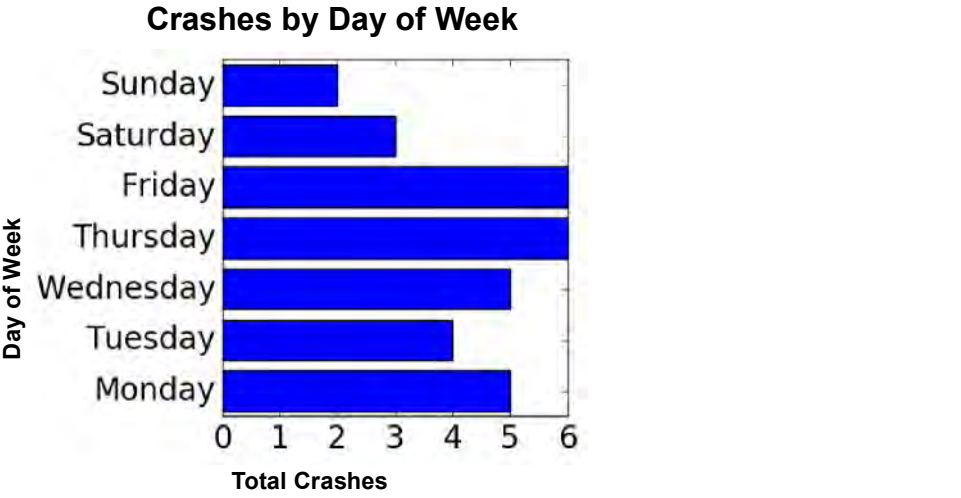
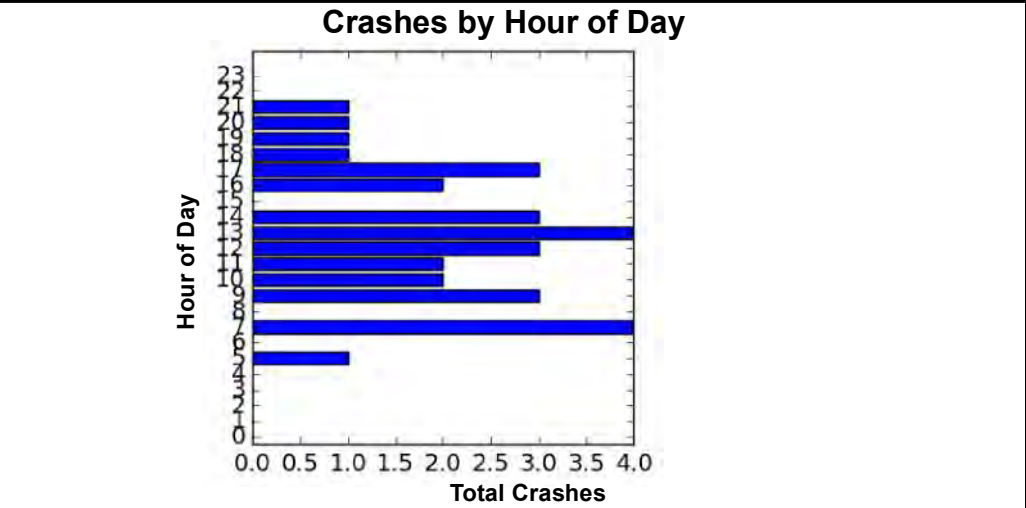
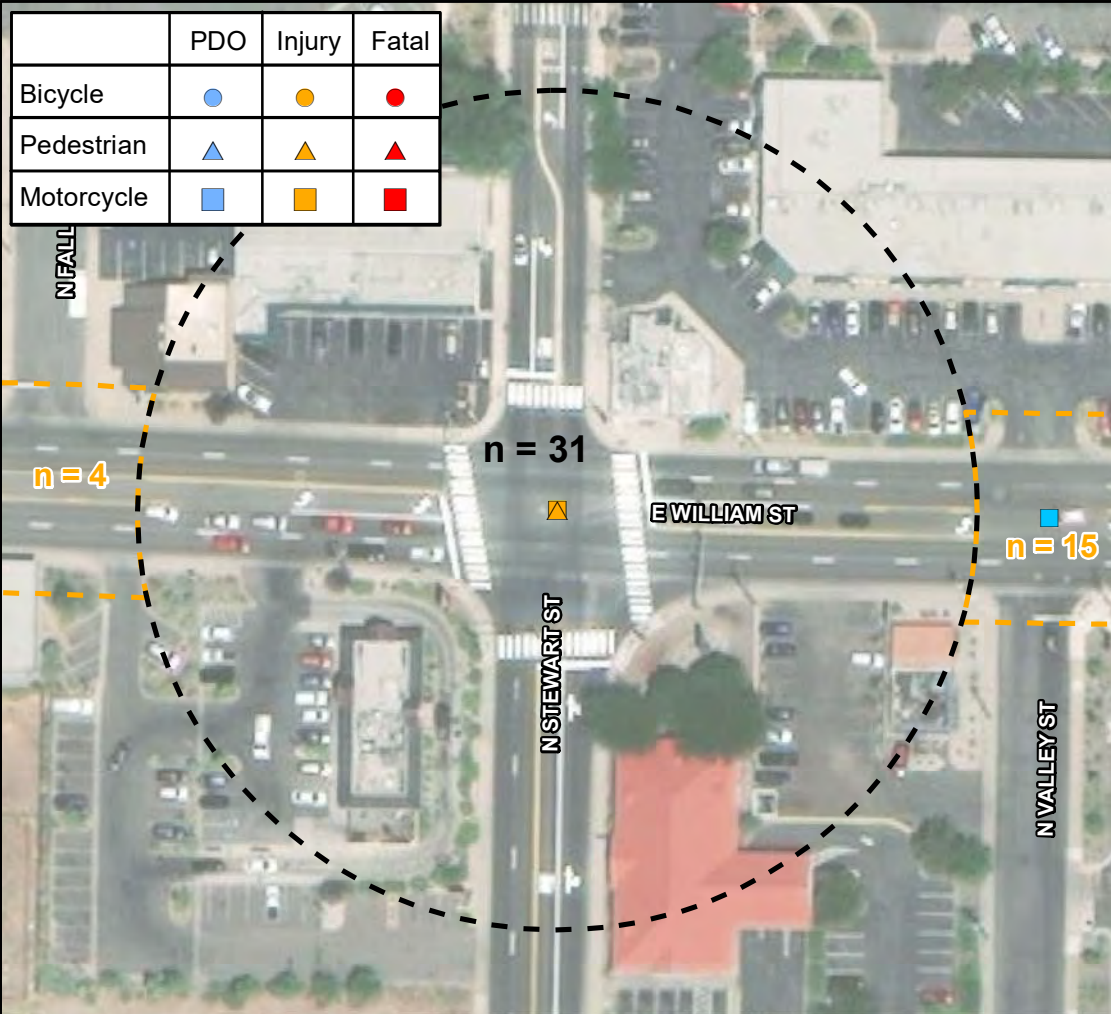
### Vehicle 1 Most Harmful Event

Event	Percent
MOTOR VEHICLE IN TRANSPORT	50
SLOW/STOPPED VEHICLE	50



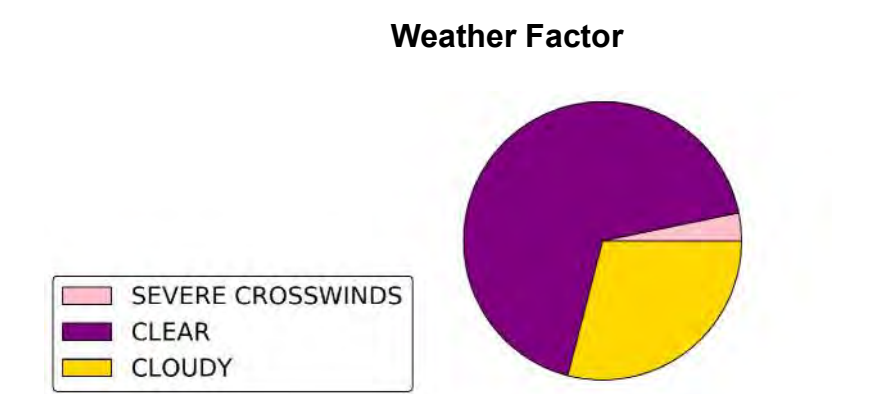
### Vehicle 1 Vehicle Factor

Factor	Percent
FOLLOWED TOO CLOSELY	50
FAILED TO YIELD RIGHT OF WAY	50



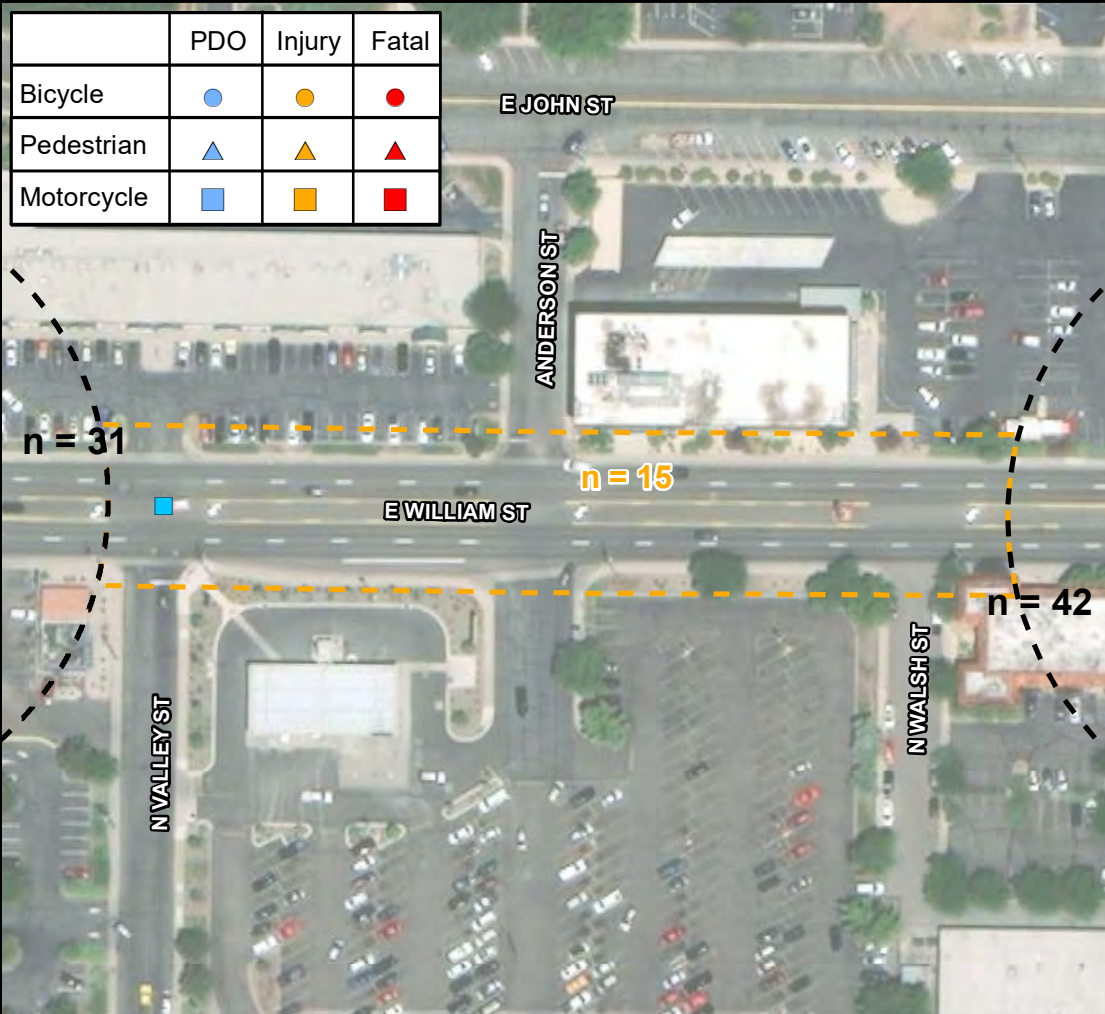
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Event	Percent
UNKNOWN	58.1
MOTOR VEHICLE IN TRANSPORT	38.7
SLOW/STOPPED VEHICLE	3.2

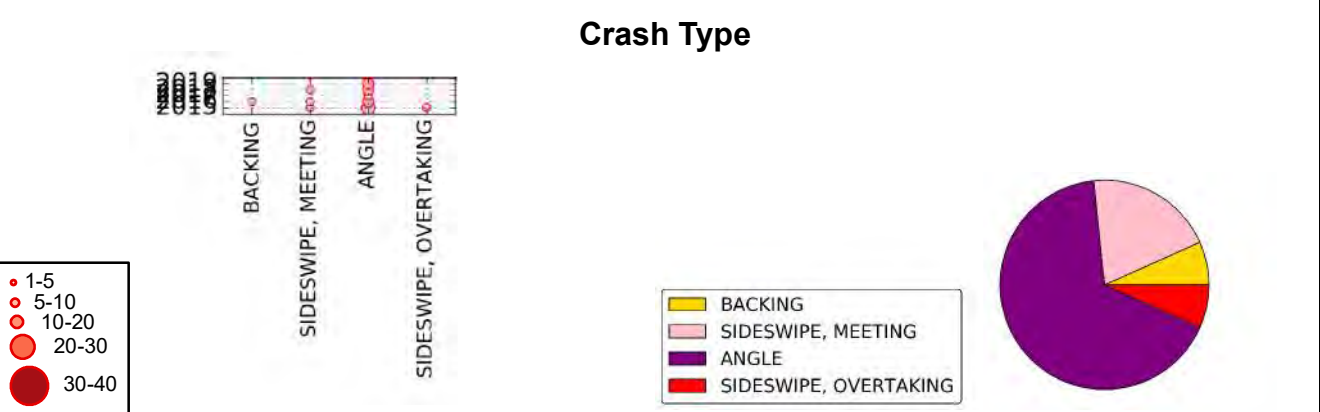
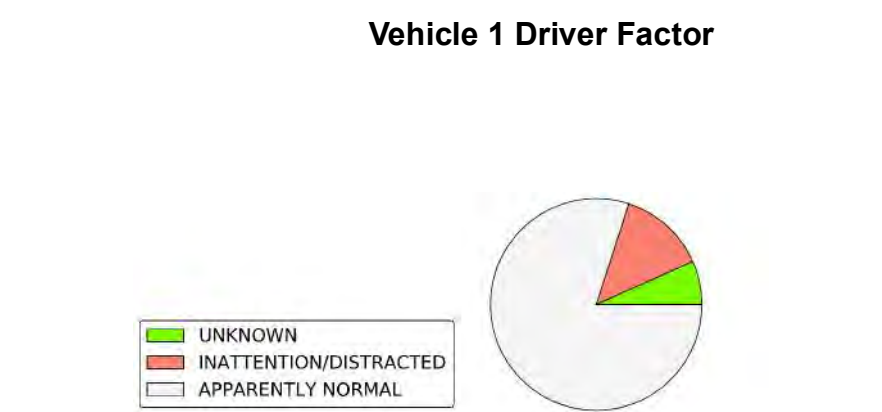
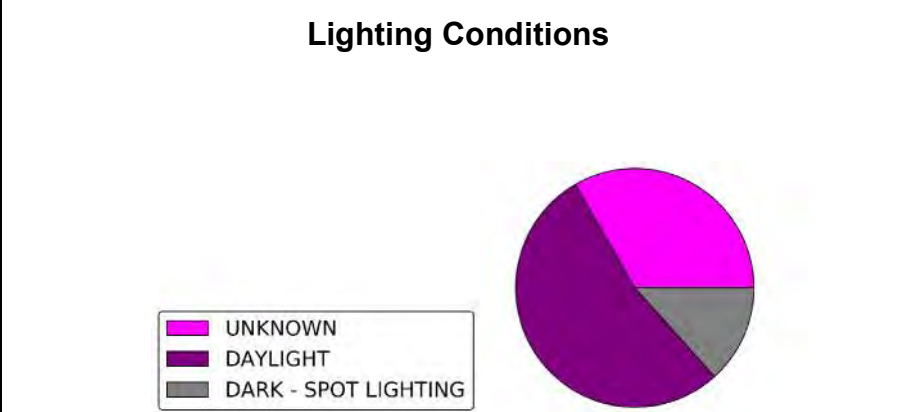
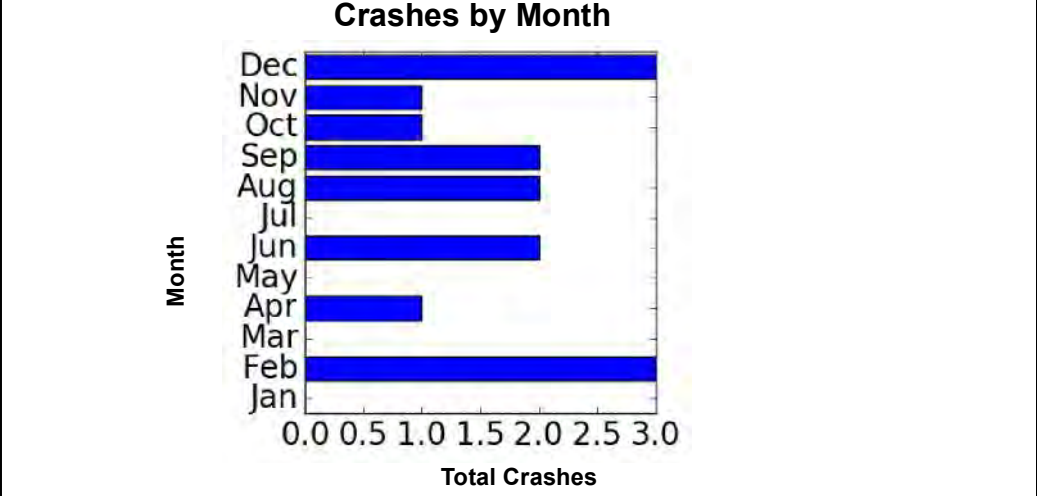
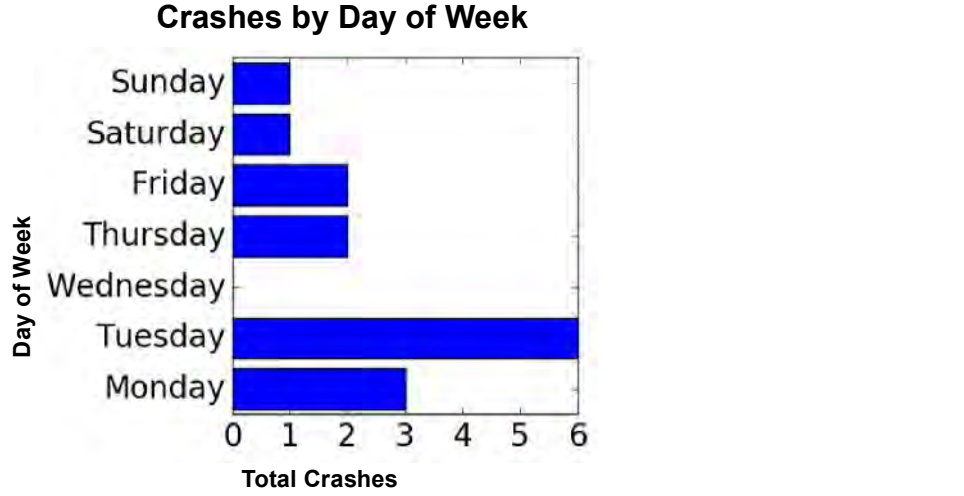
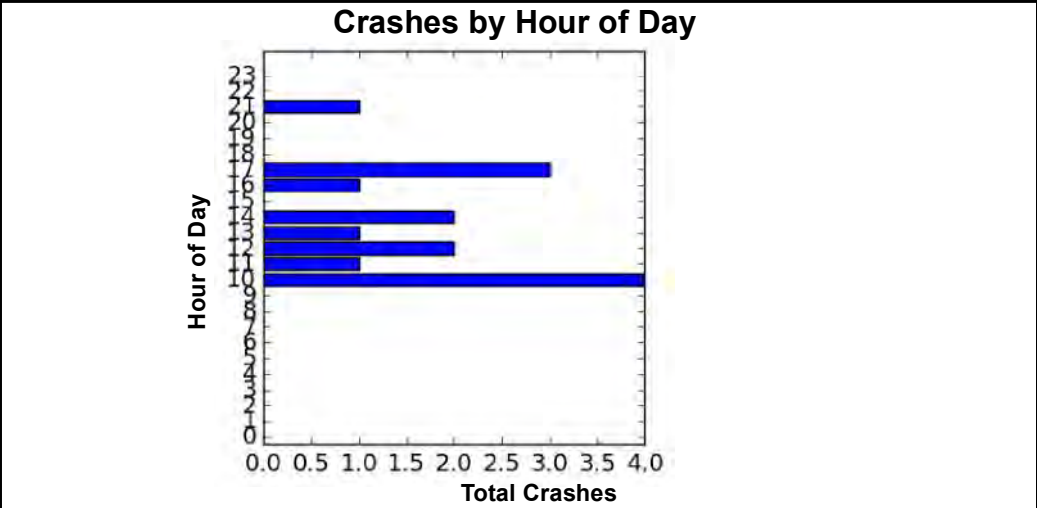
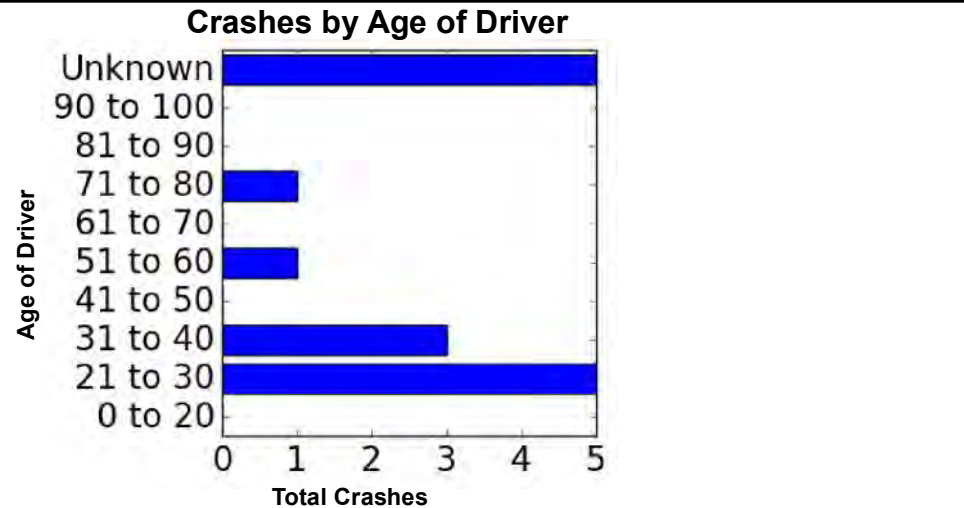


### Vehicle 1 Vehicle Factor

Factor	Percent
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	35.5
FAILED TO YIELD RIGHT OF WAY	22.6
FOLLOWED TOO CLOSELY	22.6
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD	9.7
UNKNOWN	6.5
MADE AN IMPROPER TURN	3.2

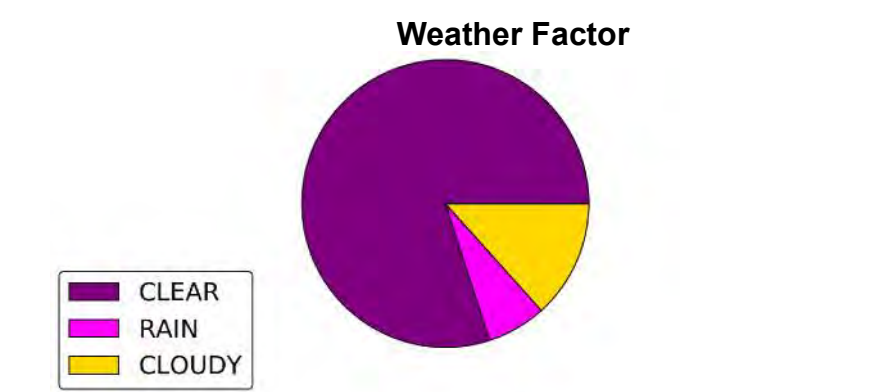


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



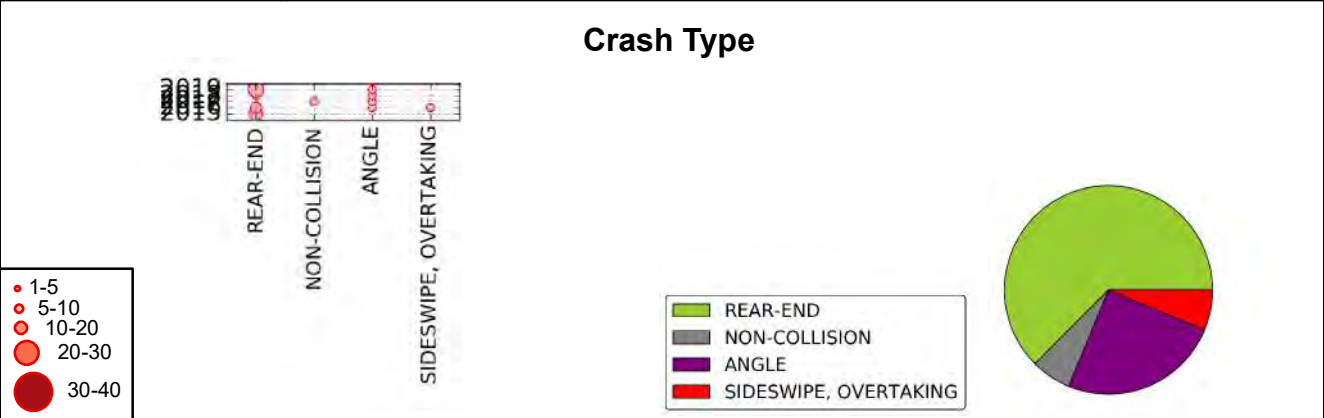
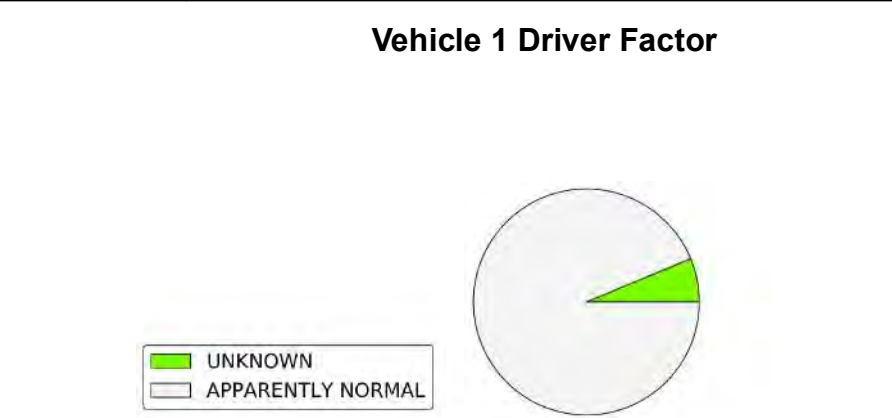
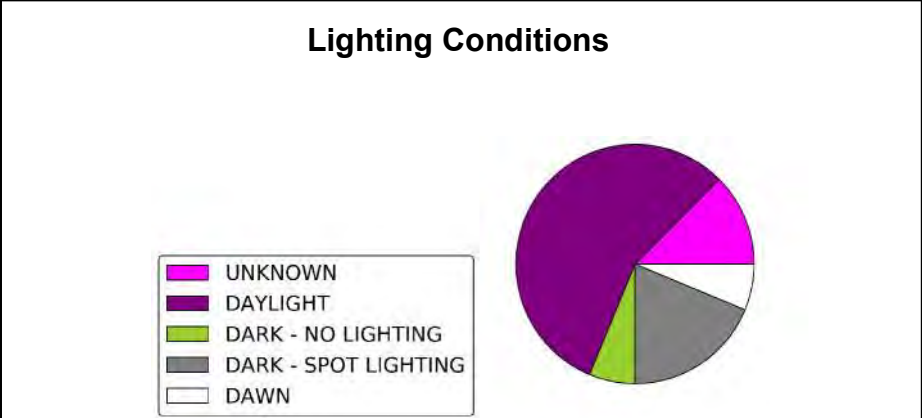
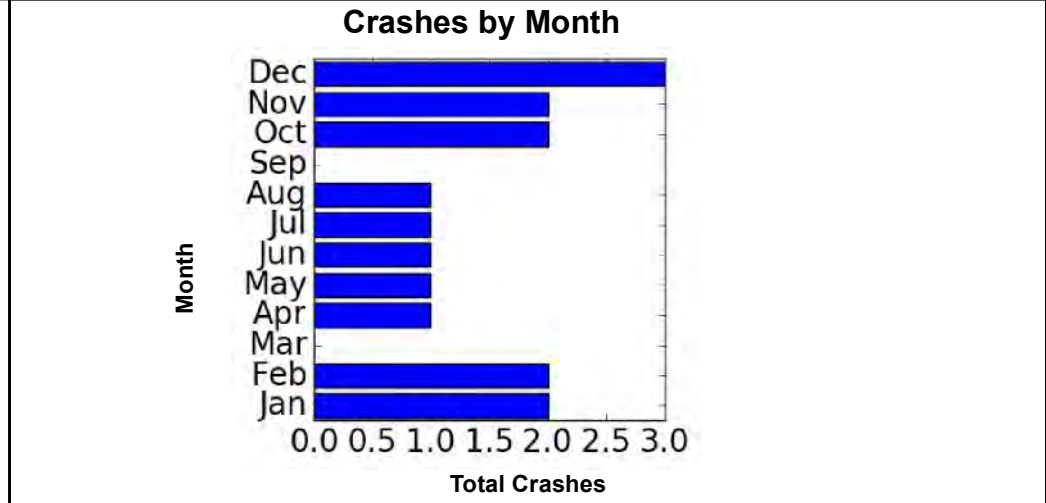
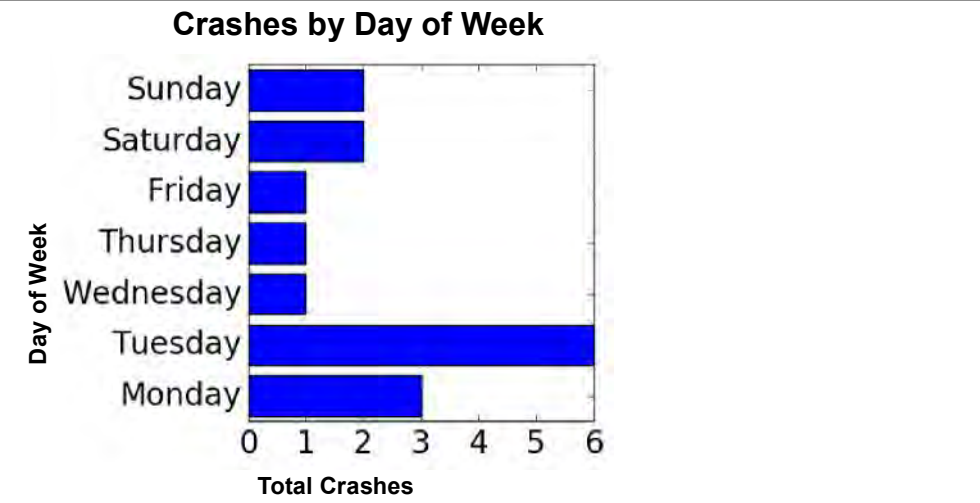
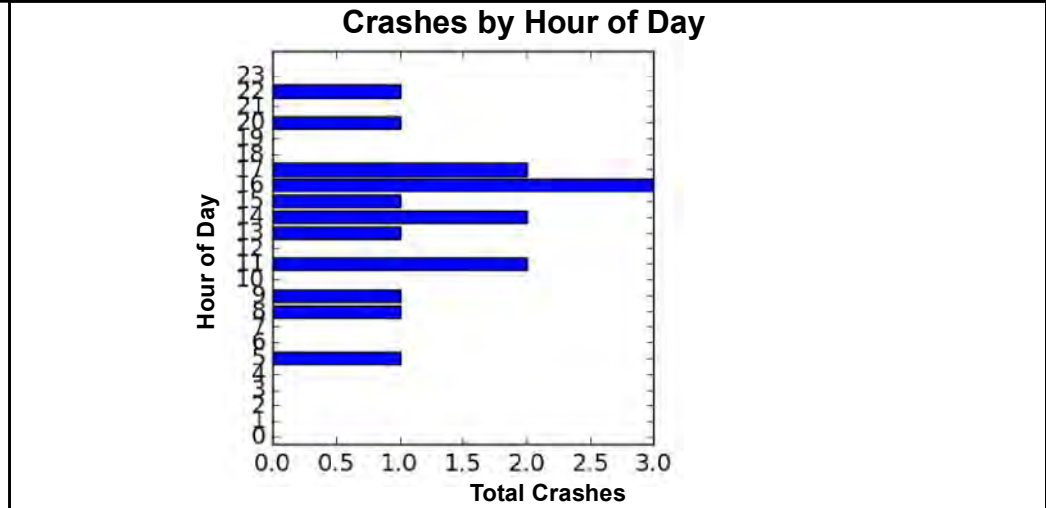
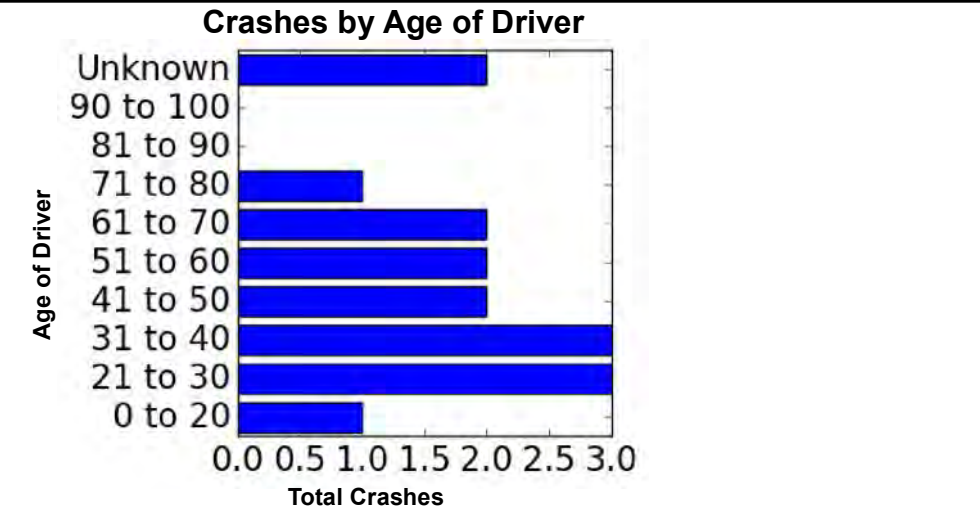
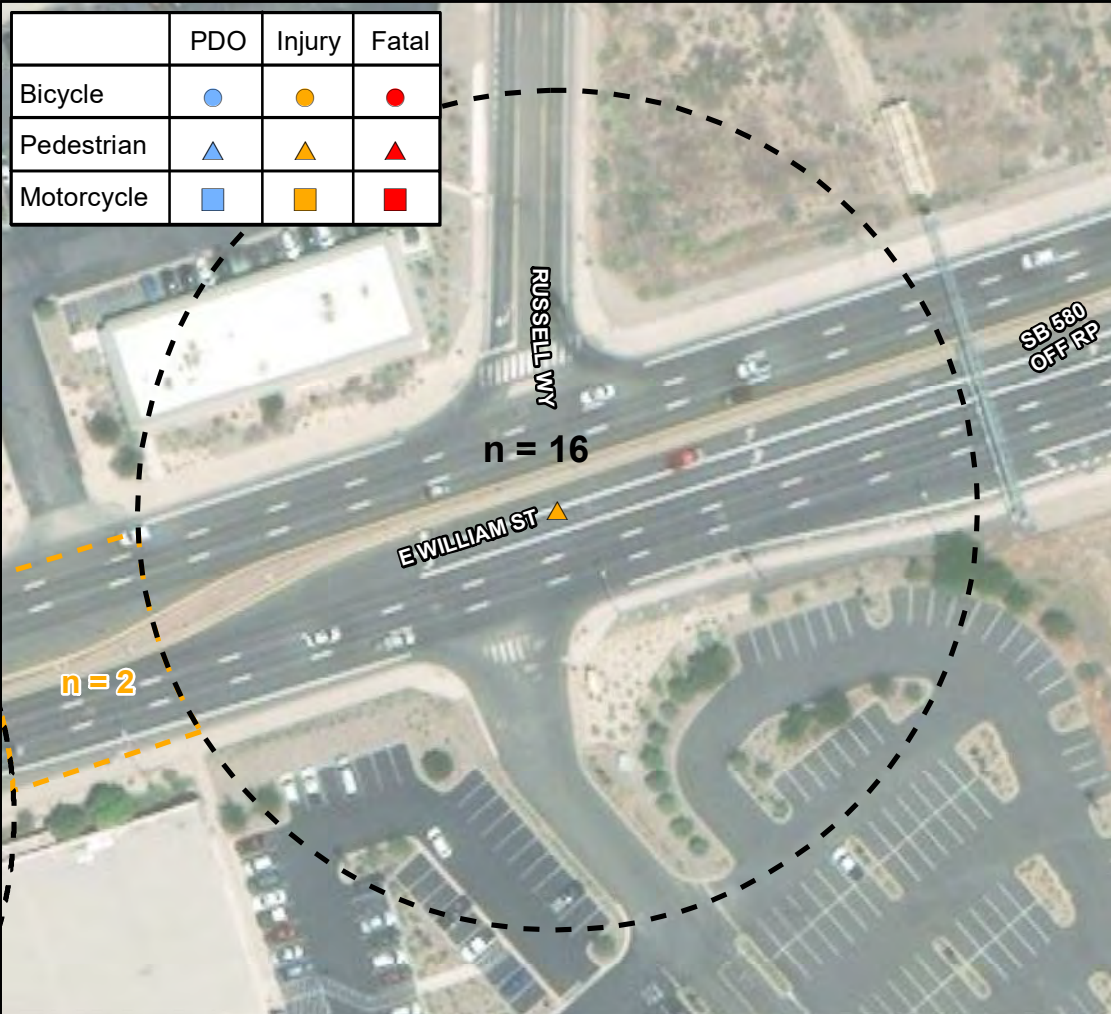
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	80
MOTOR VEHICLE IN TRANSPORT	20



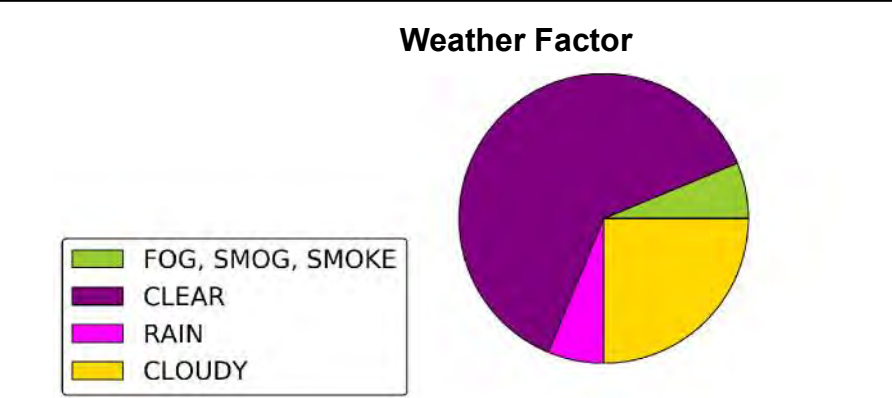
### Vehicle 1 Vehicle Factor

Factor	Percent
FAILED TO YIELD RIGHT OF WAY	73.3
UNSAFE LANE CHANGE	13.3
HIT AND RUN	6.7
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	6.7



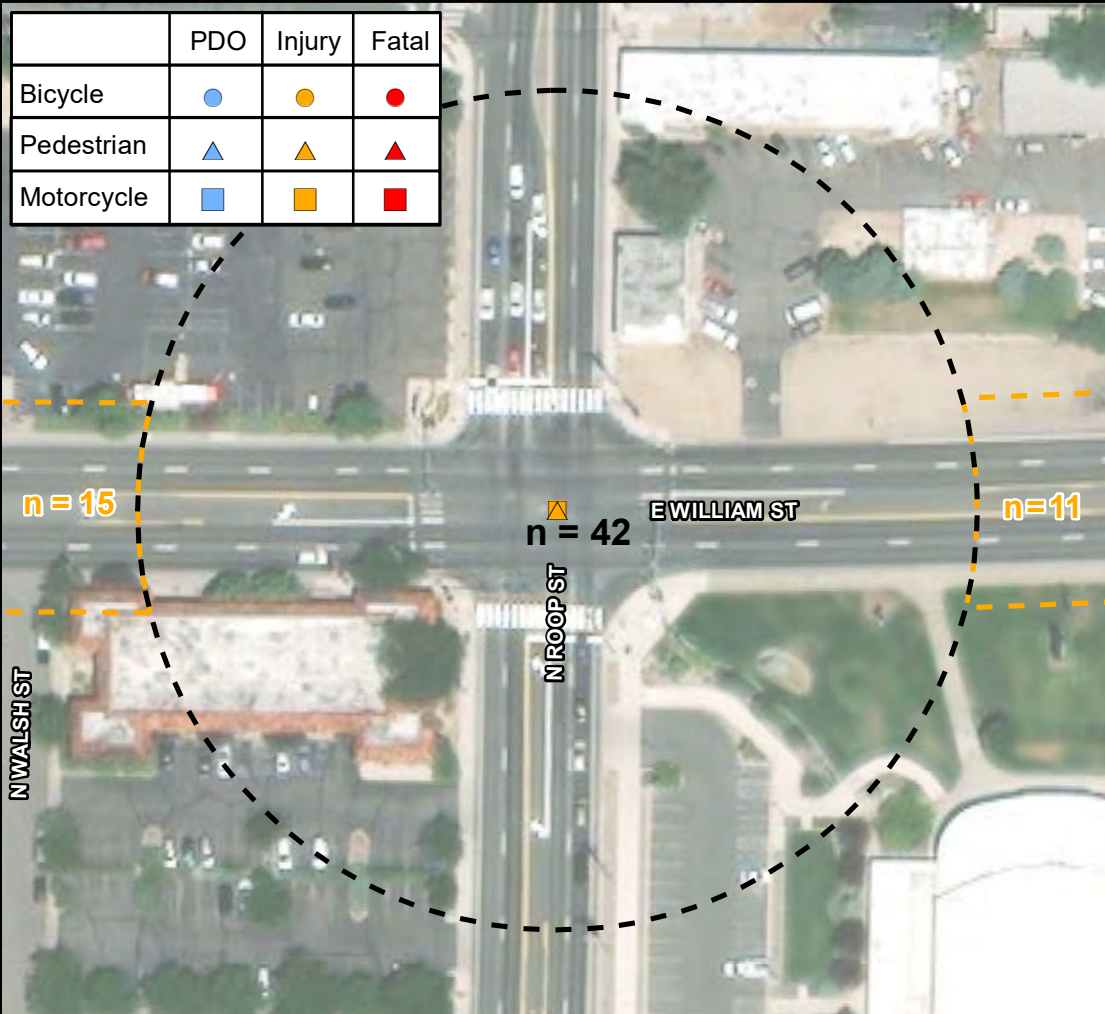
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	56.3
MOTOR VEHICLE IN TRANSPORT	31.3
SLOW/STOPPED VEHICLE	12.5

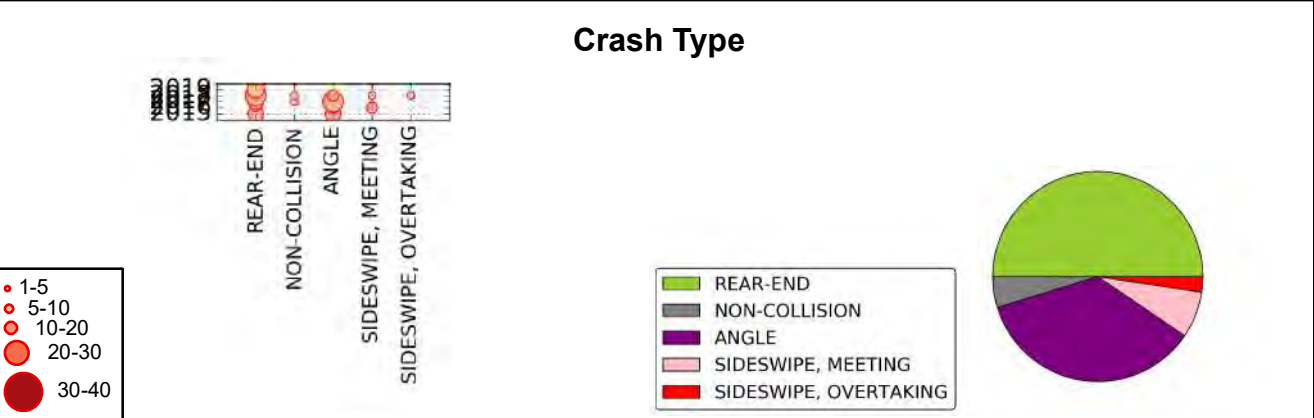
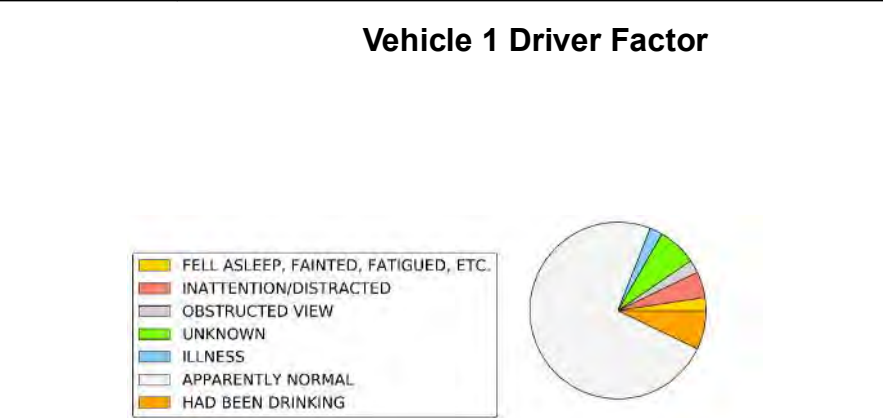
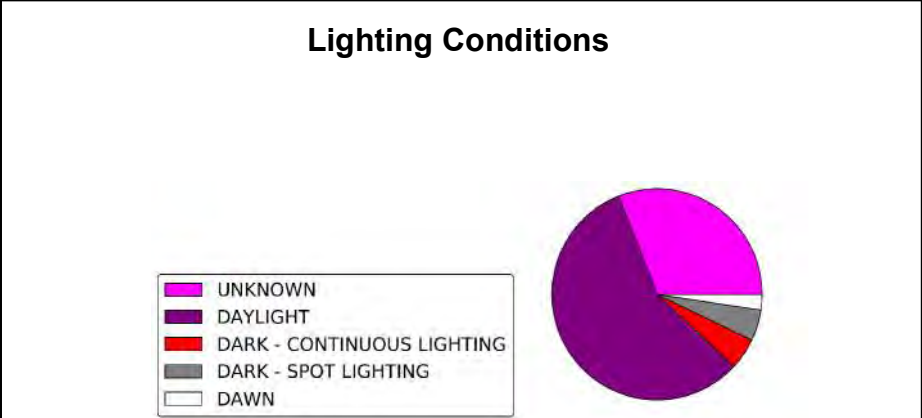
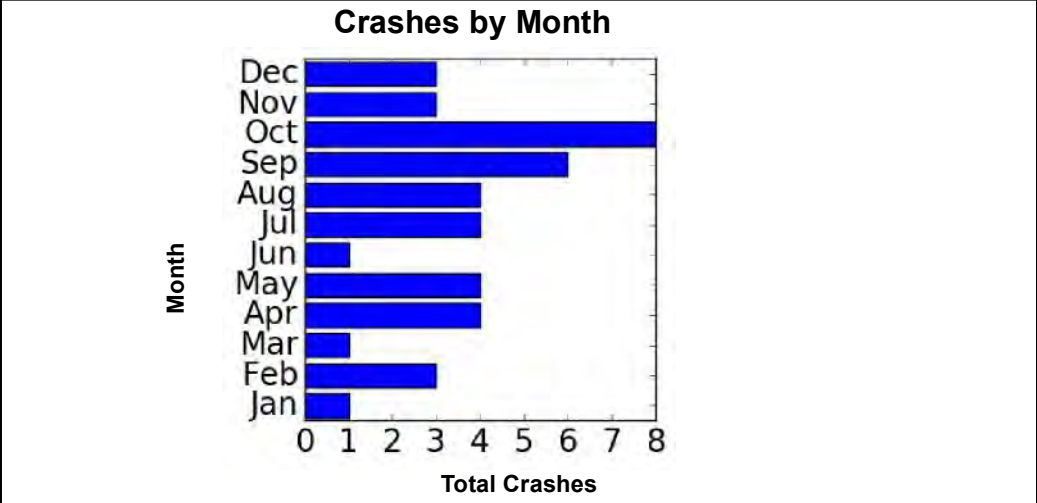
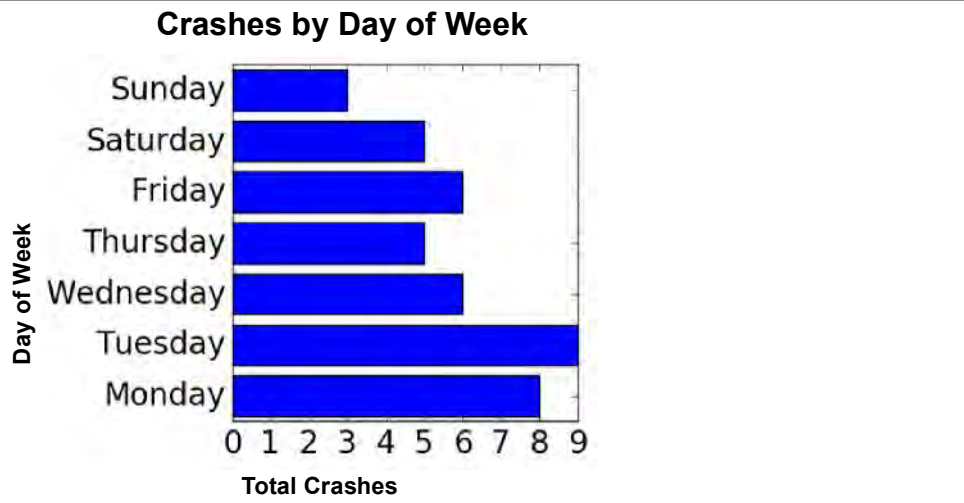
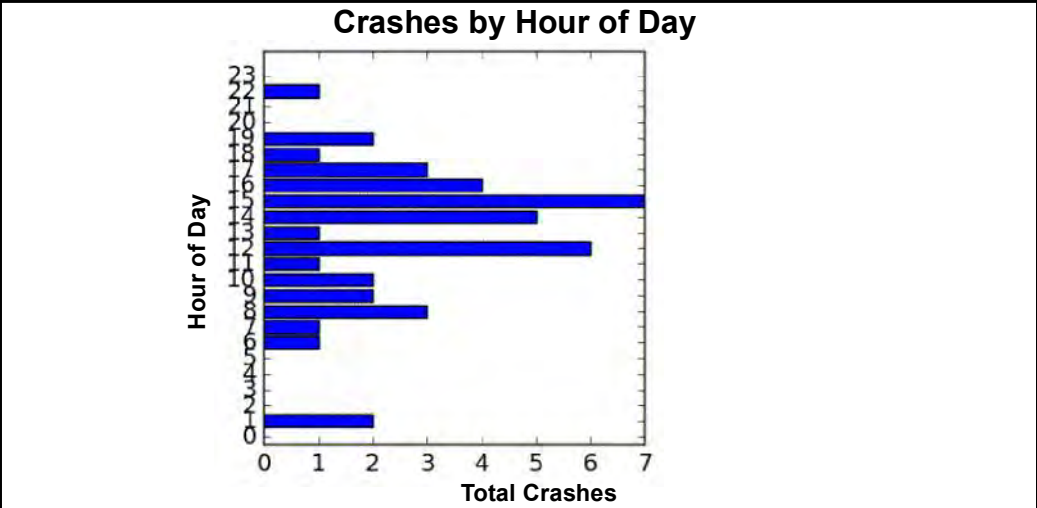
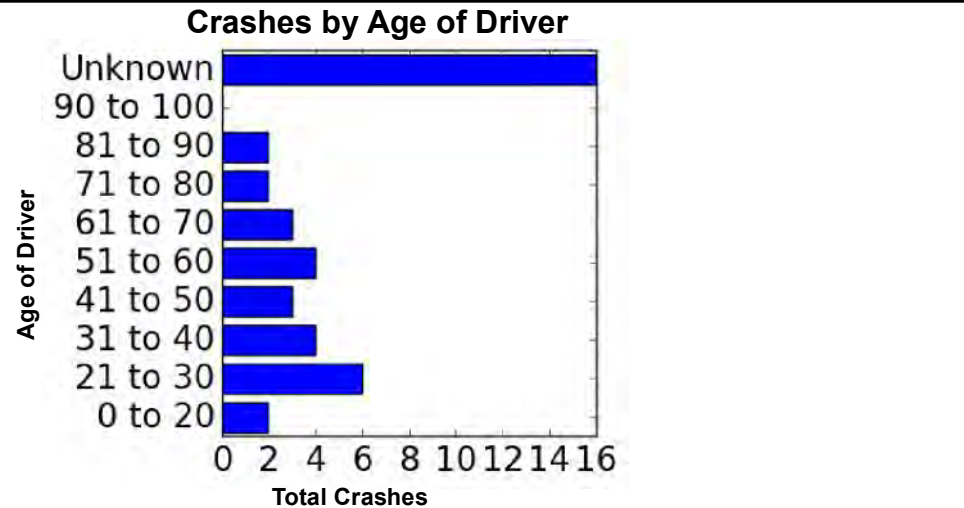


### Vehicle 1 Vehicle Factor

Factor	Percent
UNKNOWN	25
FOLLOWED TOO CLOSELY	25
FAILED TO YIELD RIGHT OF WAY	12.5
DRIVING TOO FAST FOR CONDITIONS	12.5
EXCEEDED AUTHORIZED SPEED LIMIT: OPERATING VEHICLE IN ERRATIC, RECKLESS, CARELESS, NEGLIGENT OR AGGRESSIVE MANNER: DROVE LEFT SIDE OF ROAD	6.3
FAILED TO YIELD RIGHT OF WAY: DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	6.3
OTHER IMPROPER DRIVING	6.3
MADE AN IMPROPER TURN	6.3

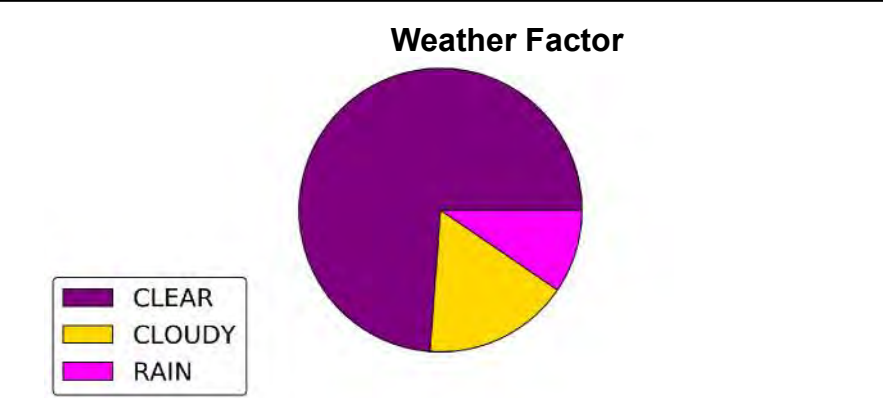


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



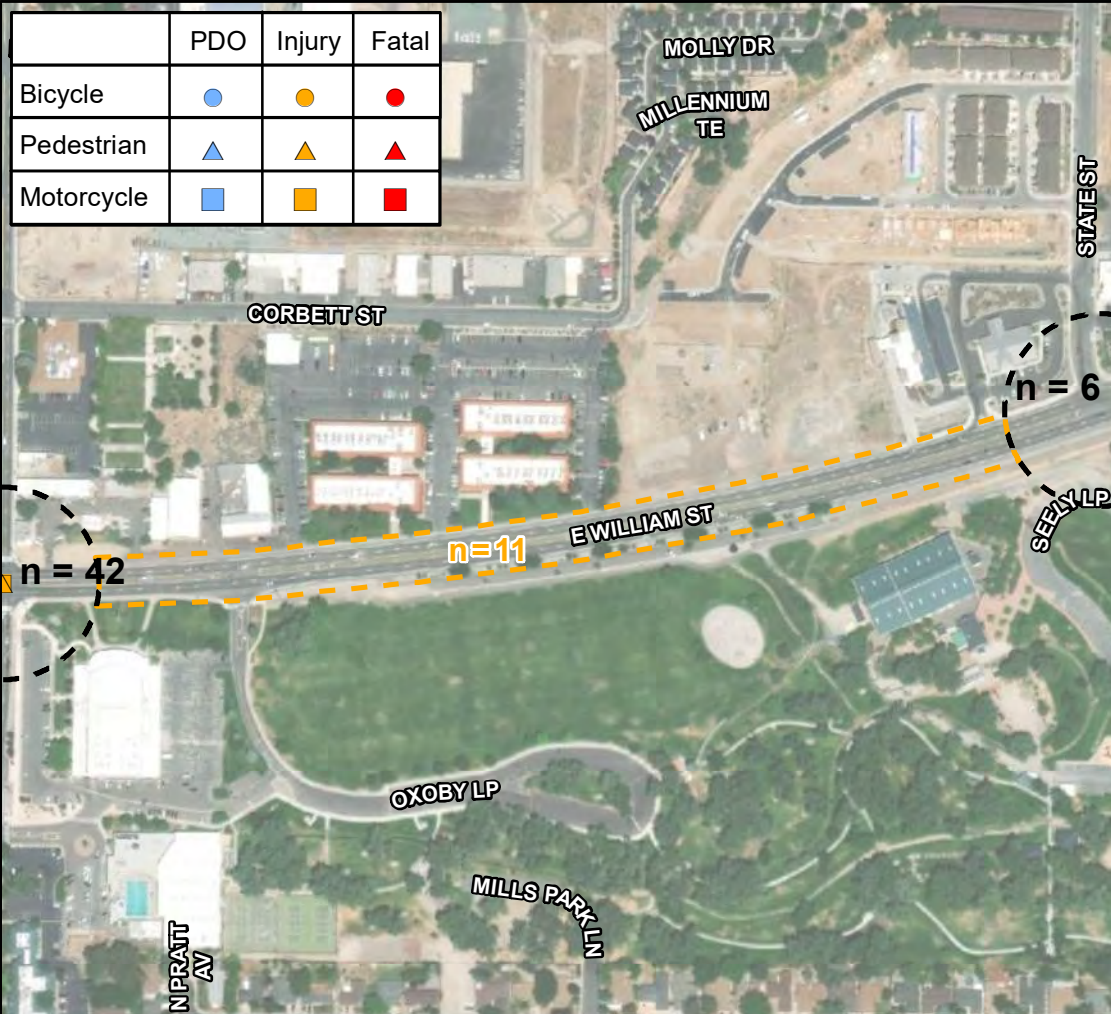
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	59.5
MOTOR VEHICLE IN TRANSPORT	35.7
SLOW/STOPPED VEHICLE	2.4
PEDESTRIAN	2.4

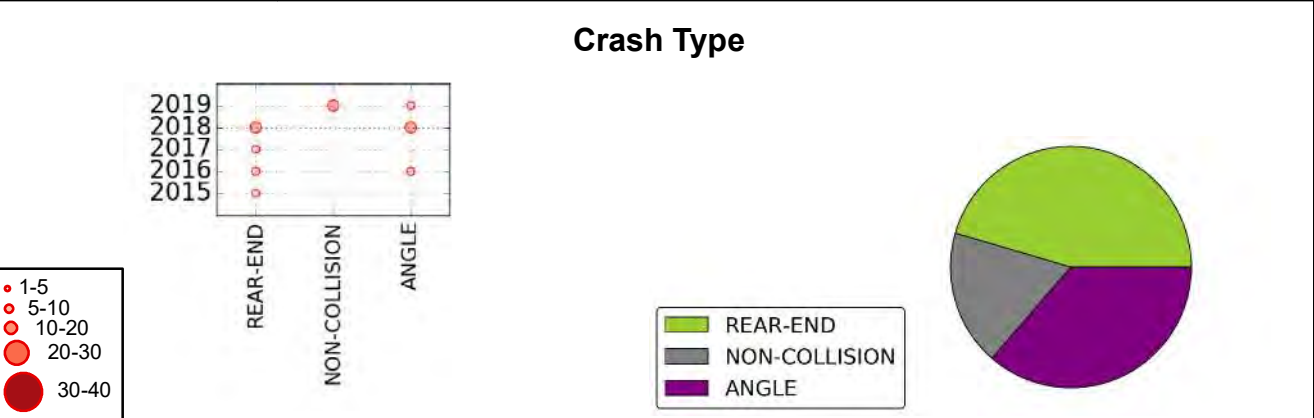
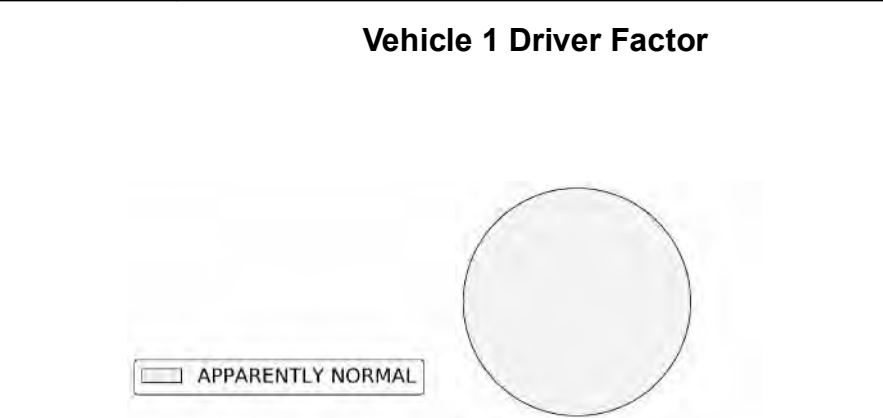
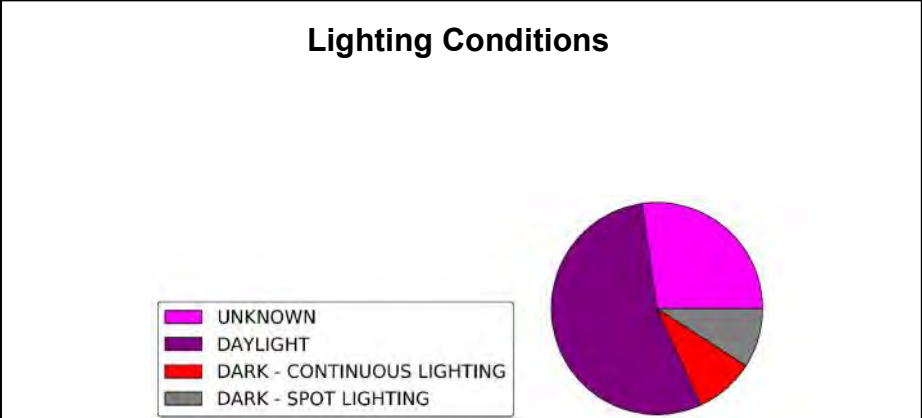
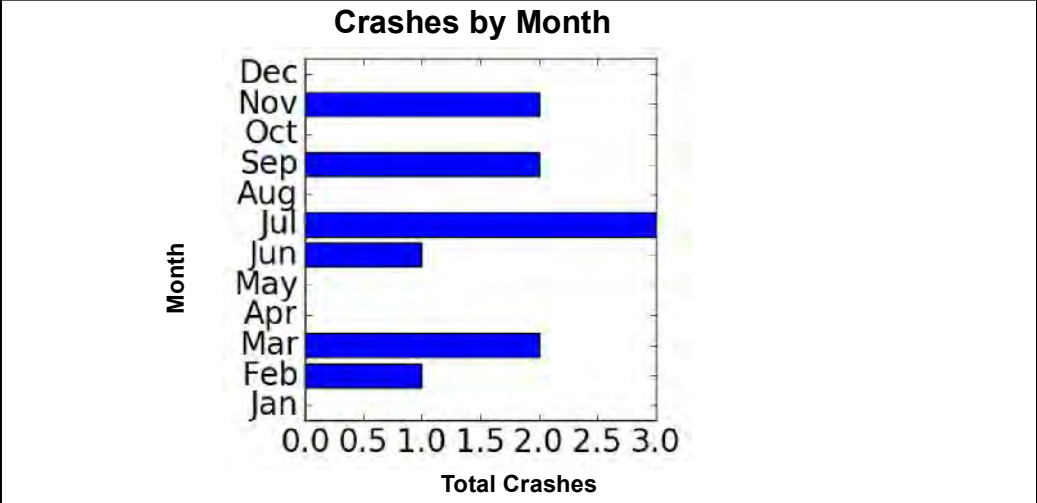
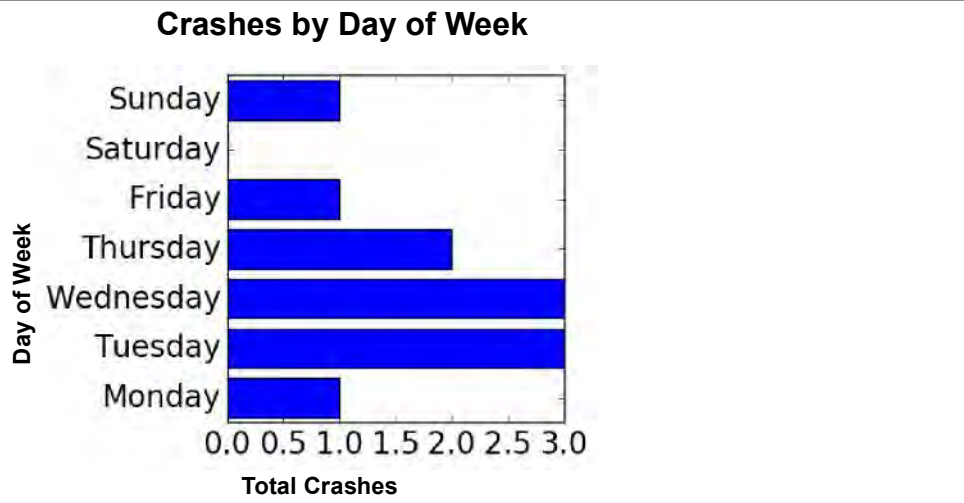
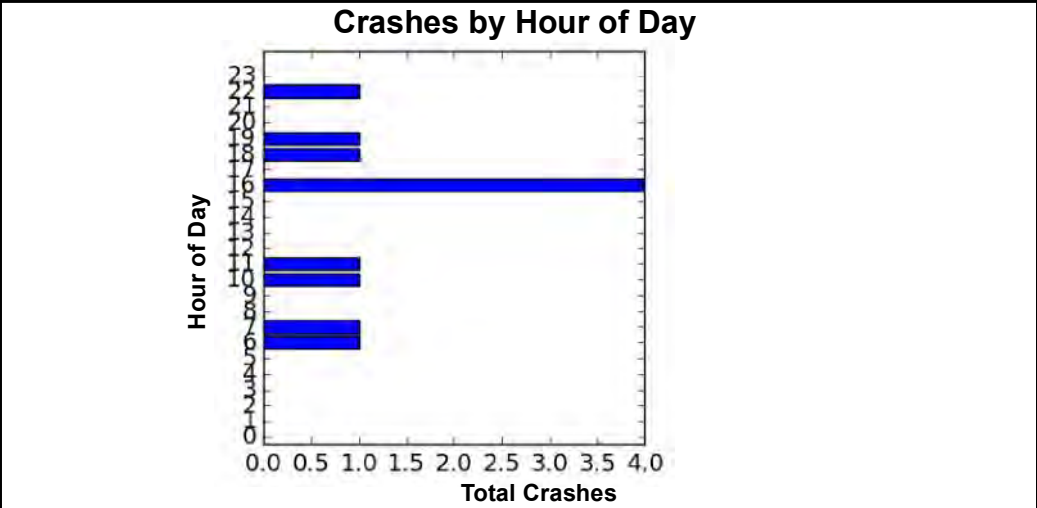
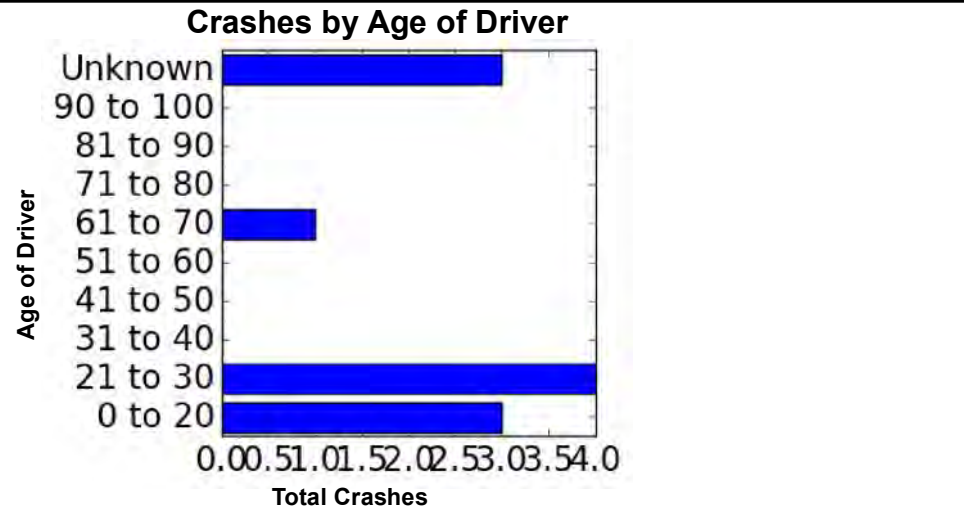


### Vehicle 1 Vehicle Factor

Vehicle Factor	Percent
FOLLOWED TOO CLOSELY	33.3
FAILED TO YIELD RIGHT OF WAY	23.8
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	11.9
UNKNOWN	9.5
OPERATING VEHICLE IN ERRATIC, RECKLESS, CARELESS, NEGLIGENT OR AGGRESSIVE MANNER	4.8
HIT AND RUN	2.4
MECHANICAL DEFECTS	2.4
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD: UNSAFE LANE CHANGE	2.4
OTHER IMPROPER DRIVING	2.4
DROVE LEFT OF CENTER	2.4
MADE AN IMPROPER TURN	2.4
UNSAFE LANE CHANGE	2.4

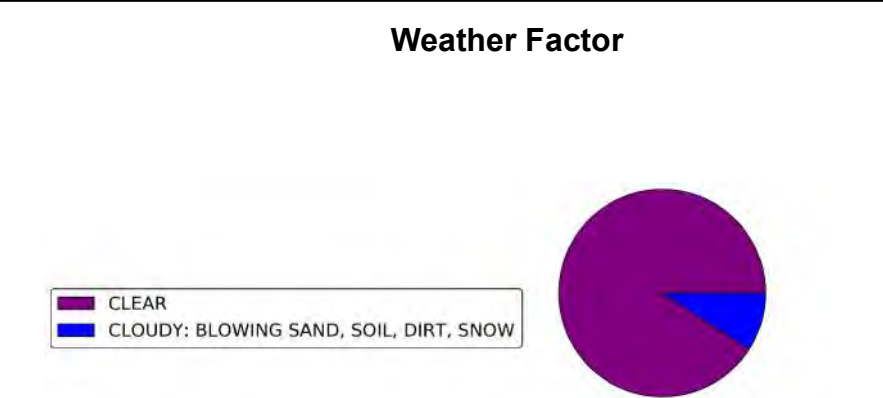


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



### Vehicle 1 Most Harmful Event

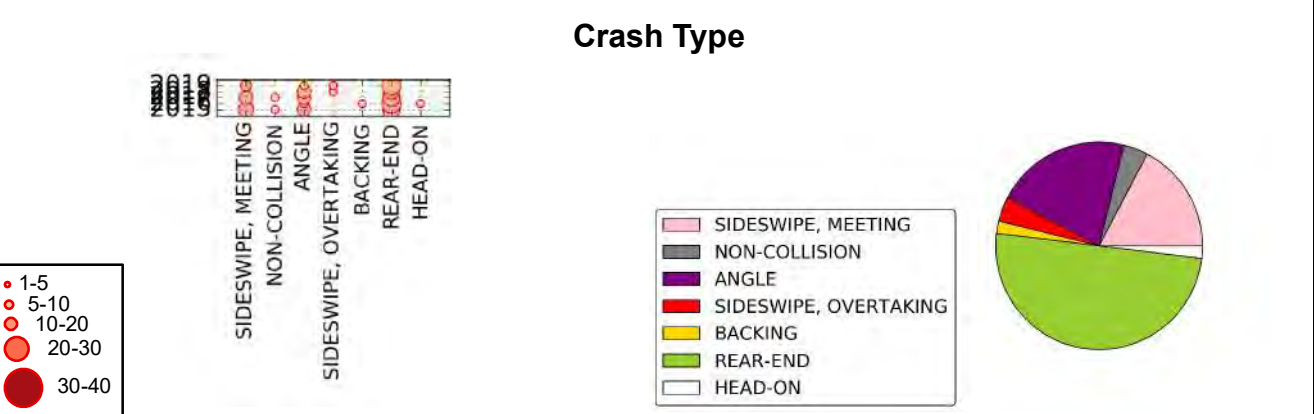
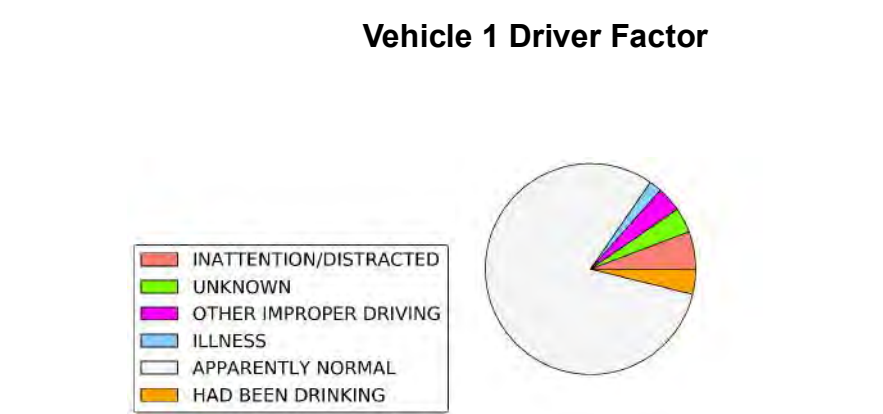
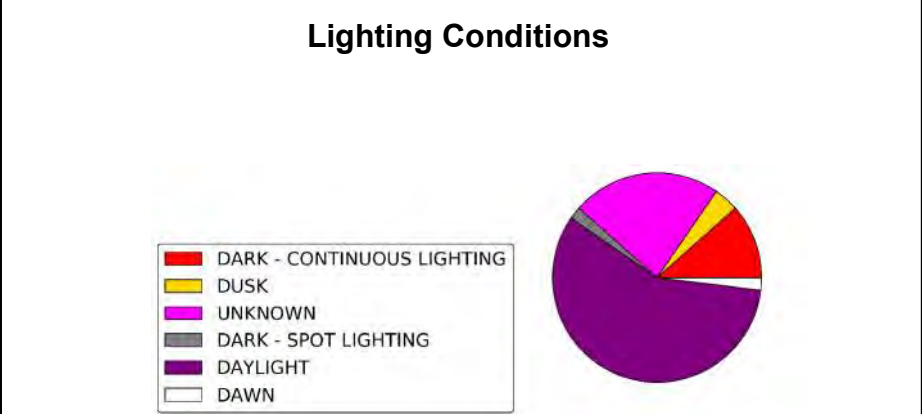
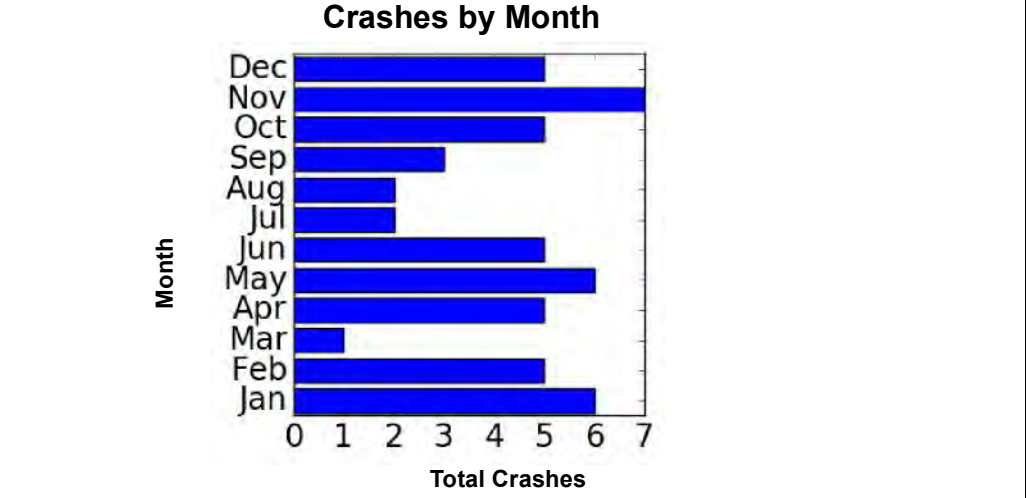
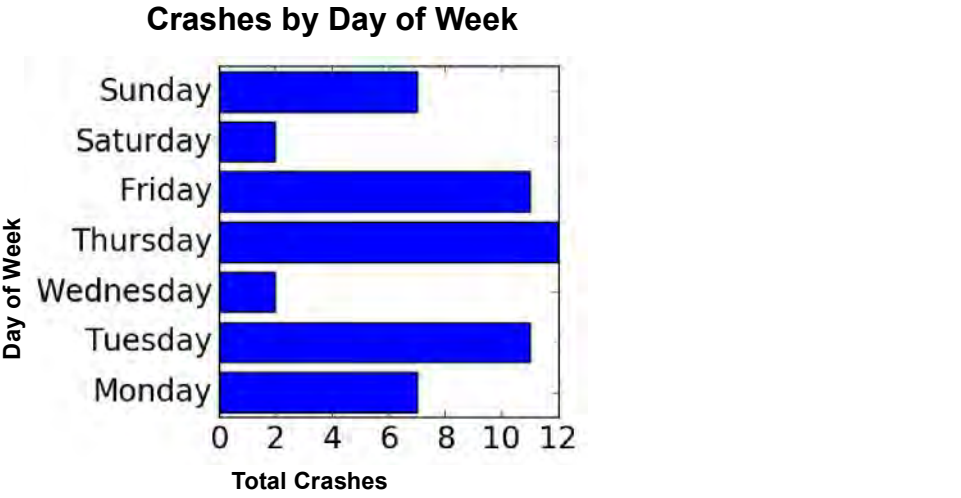
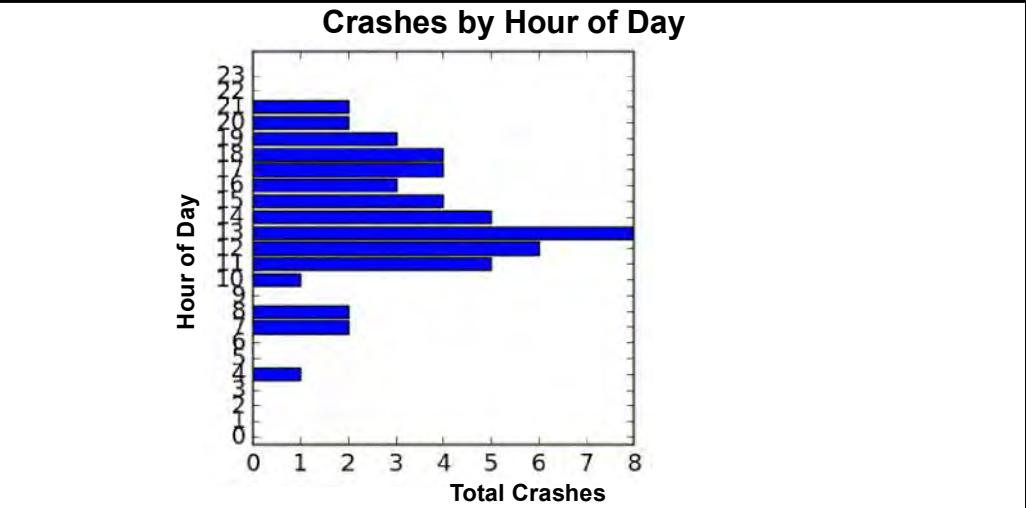
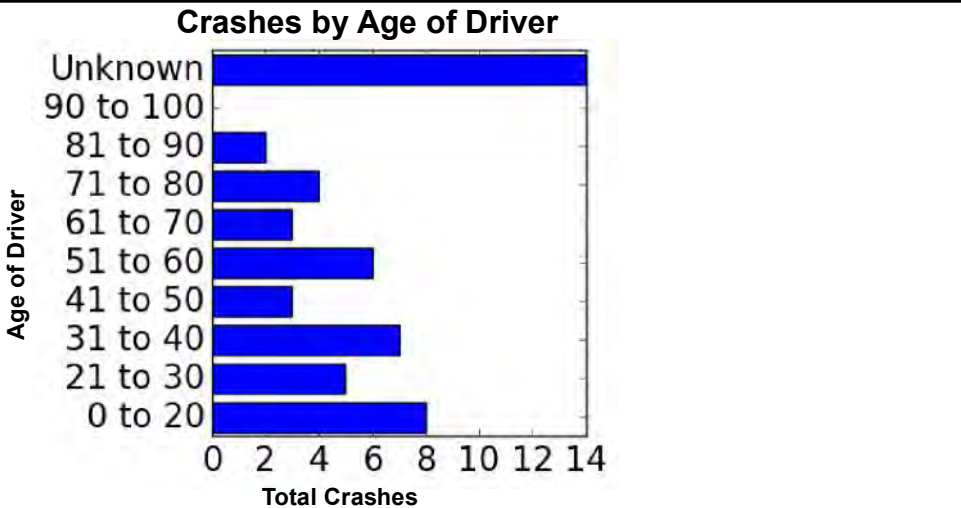
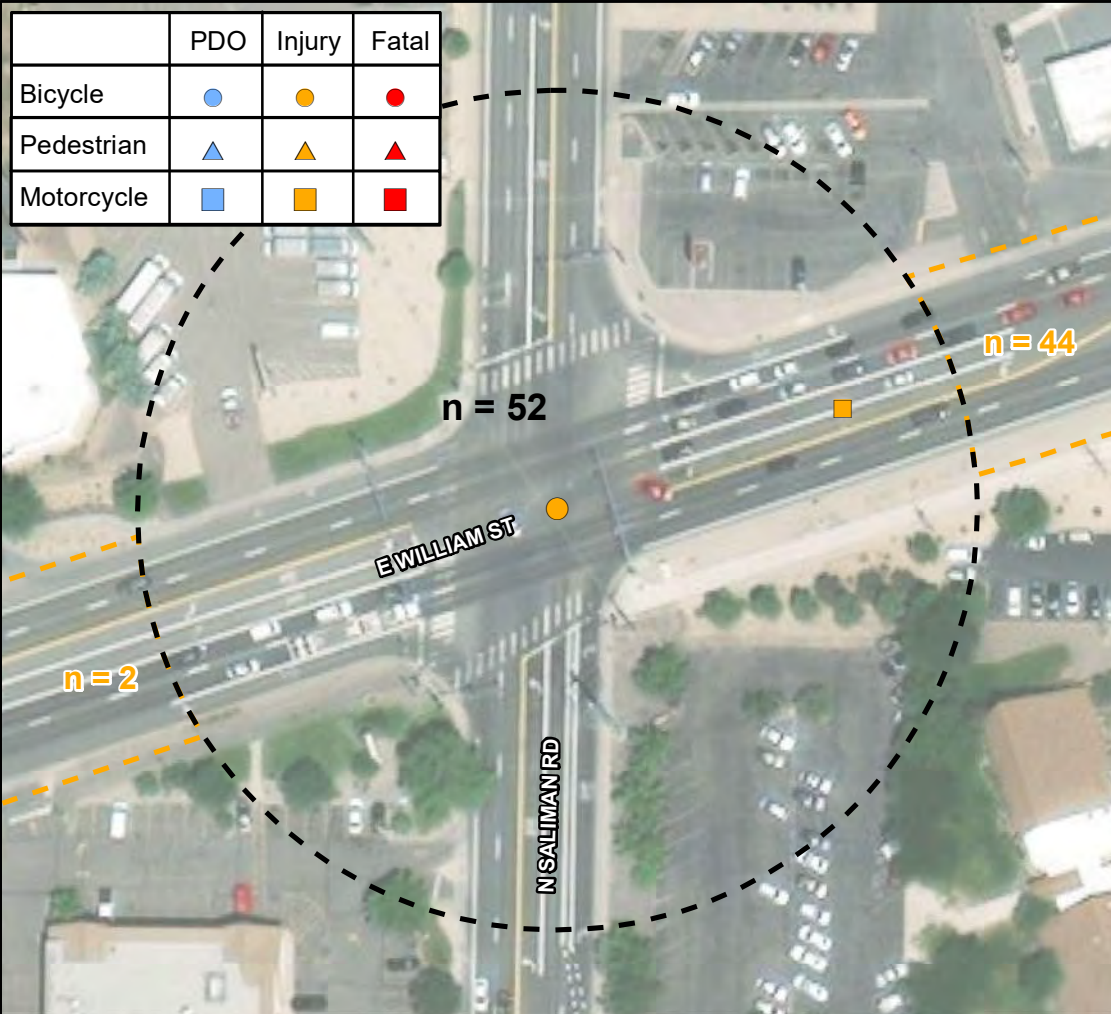
Event	Percent
UNKNOWN	45.5
MOTOR VEHICLE IN TRANSPORT	45.5
DEER	9.1



### Vehicle 1 Vehicle Factor

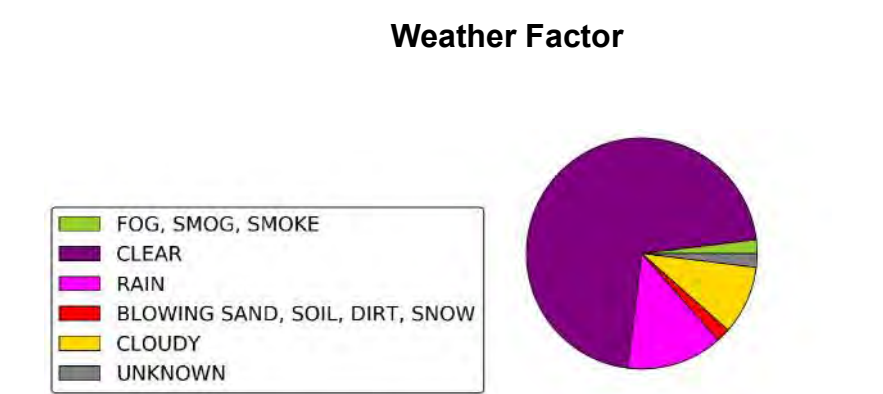
Vehicle Factor	Percent
FAILED TO YIELD RIGHT OF WAY	36.4
FOLLOWED TOO CLOSELY	27.3
UNKNOWN	18.2
DRIVING TOO FAST FOR CONDITIONS	9.1
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	9.1





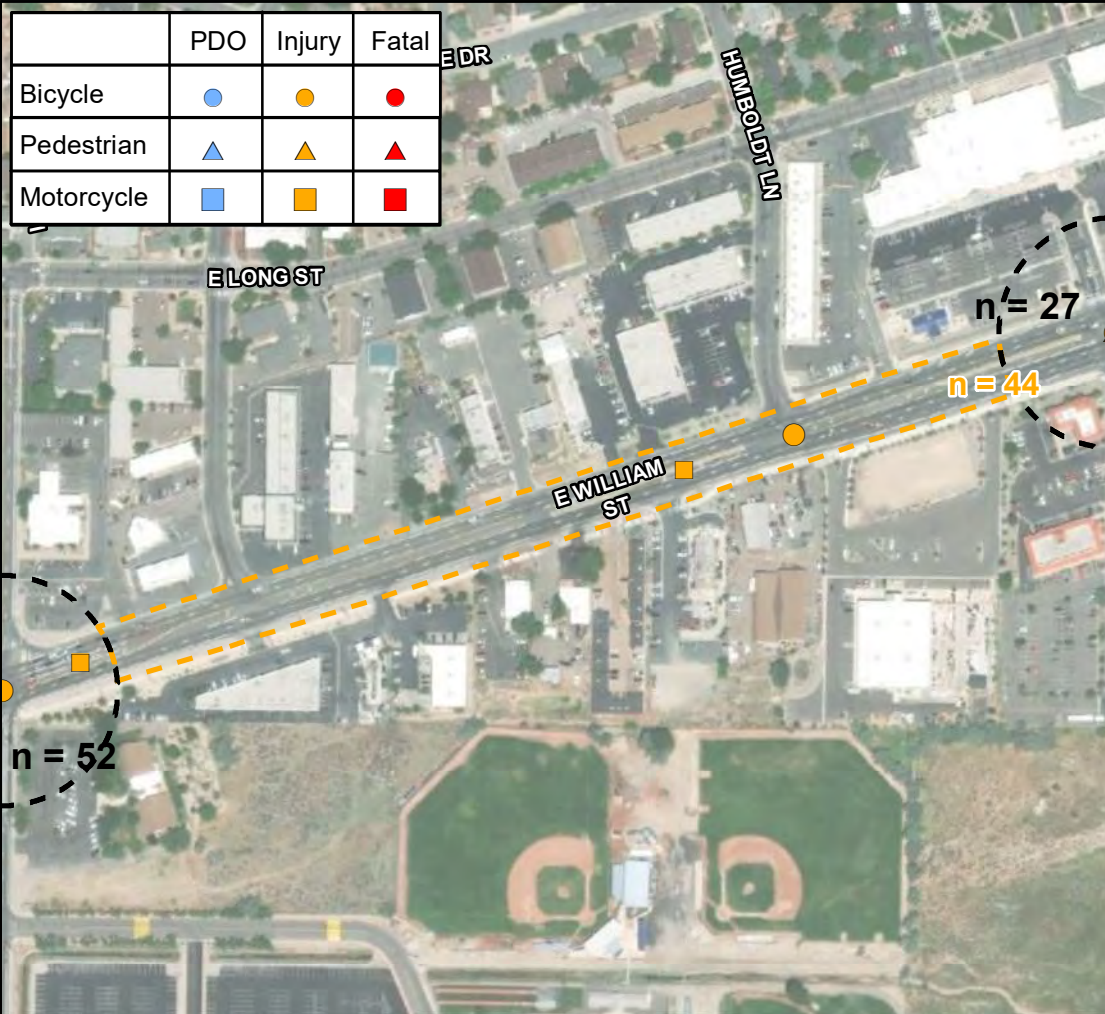
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	69.2
MOTOR VEHICLE IN TRANSPORT	25
CROSS CENTERLINE	1.9
SLOW/STOPPED VEHICLE	1.9
PEDAL CYCLE	1.9

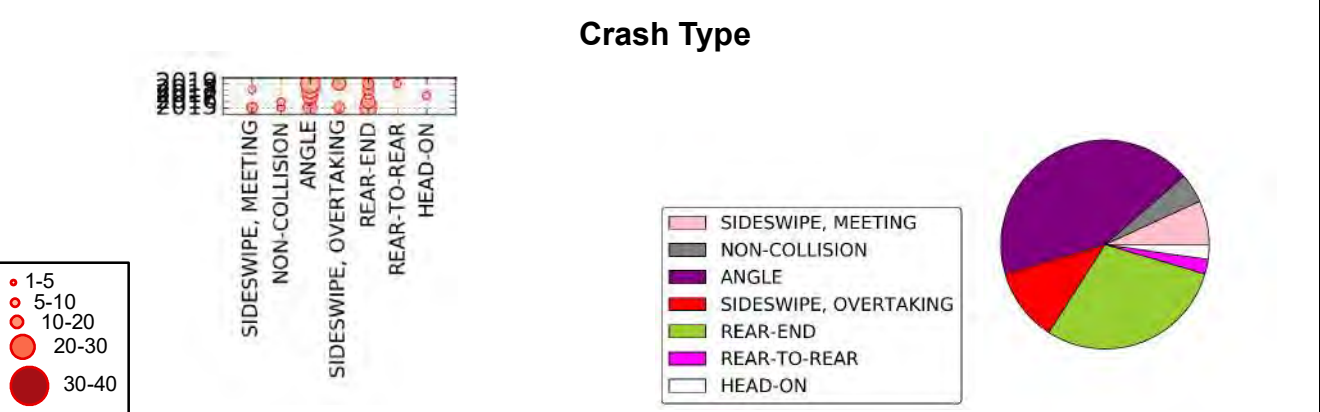
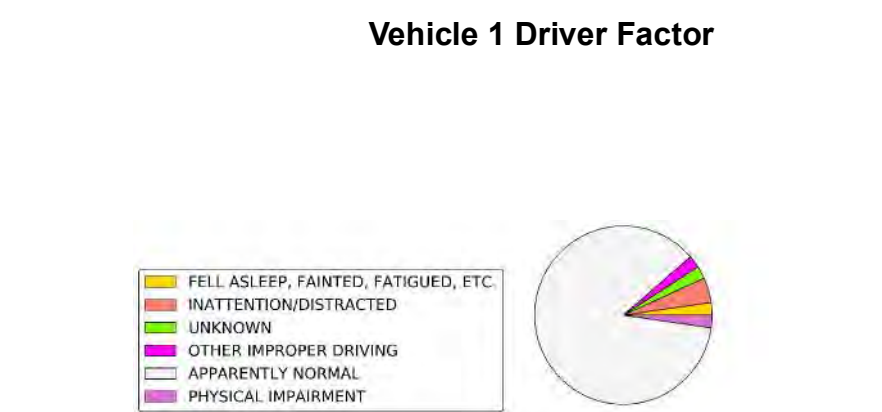
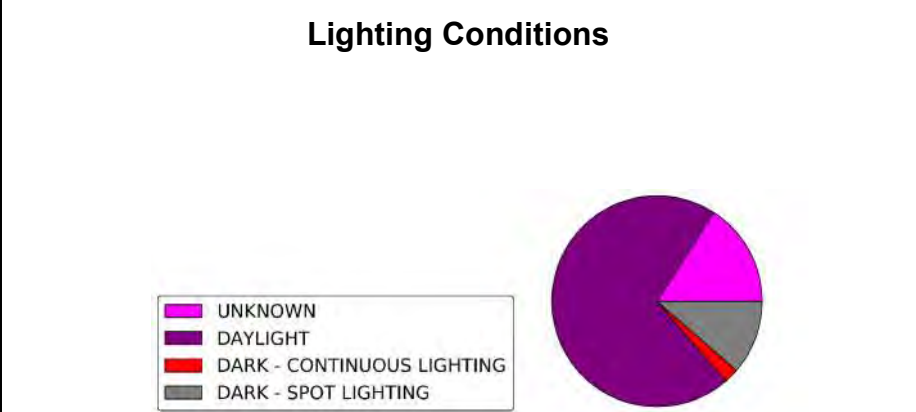
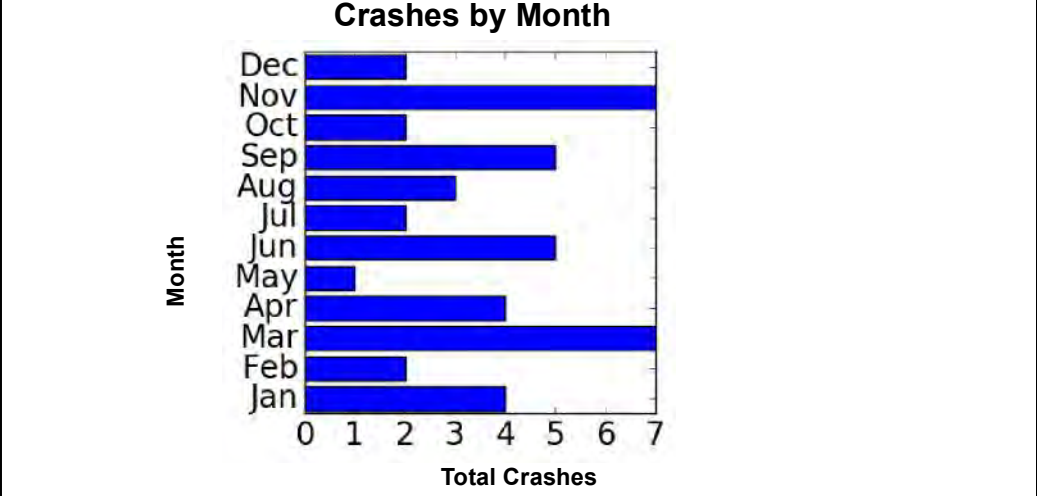
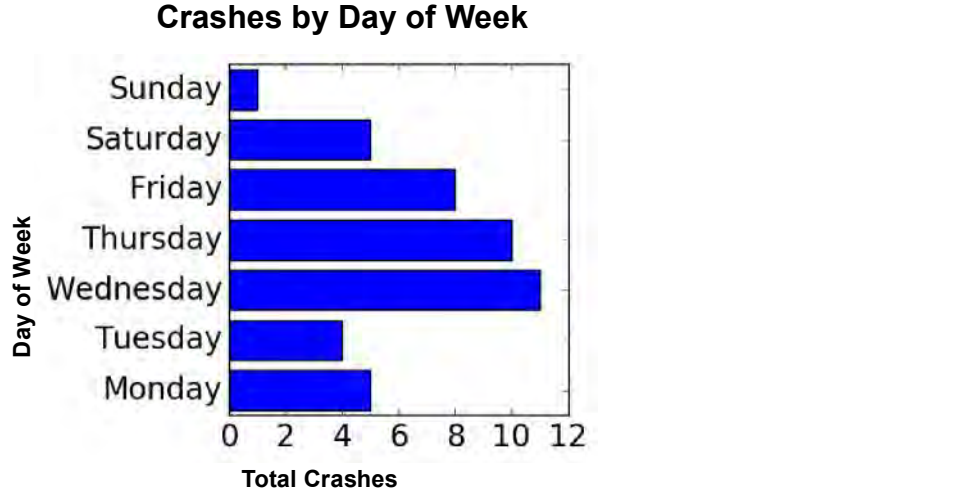
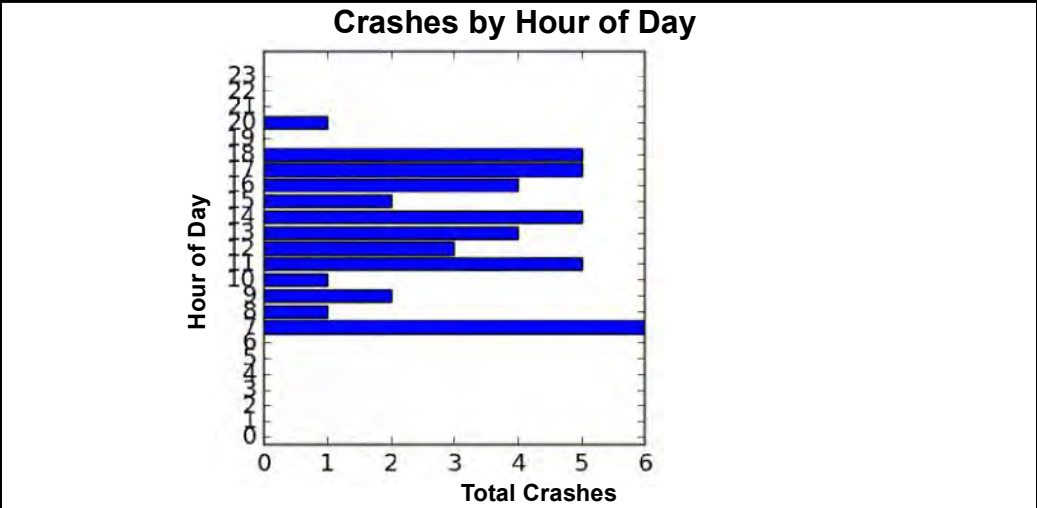
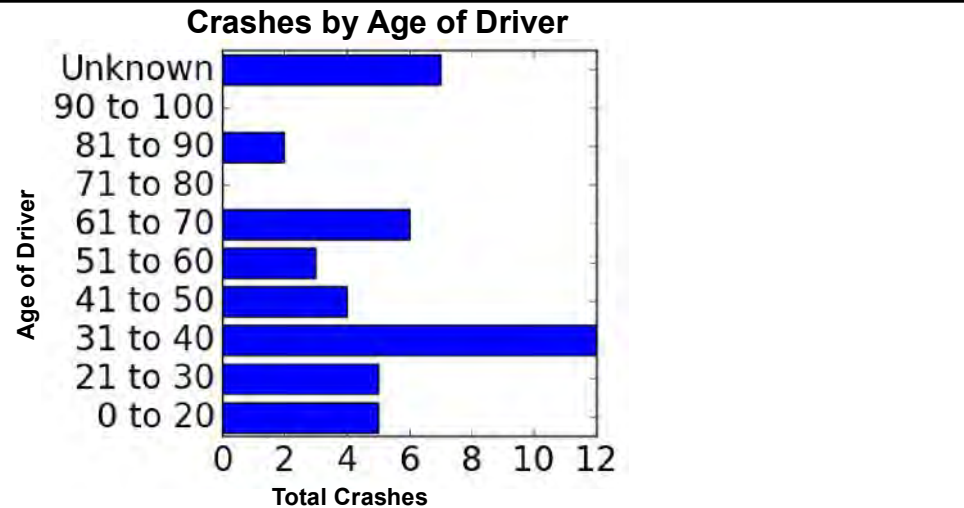


### Vehicle 1 Vehicle Factor

Factor	Percent
FOLLOWED TOO CLOSELY	44.2
FAILED TO YIELD RIGHT OF WAY	13.5
UNKNOWN	13.5
UNSAFE LANE CHANGE	7.7
MADE AN IMPROPER TURN	3.8
OTHER IMPROPER DRIVING	3.8
DISREGARDED TRAFFIC SIGNS, SIGNALS, ROAD MARKINGS	3.8
UNSAFE BACKING	1.9
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD	1.9
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD: UNSAFE LANE CHANGE	1.9
DRIVING TOO FAST FOR CONDITIONS	1.9
RAN OFF ROAD	1.9

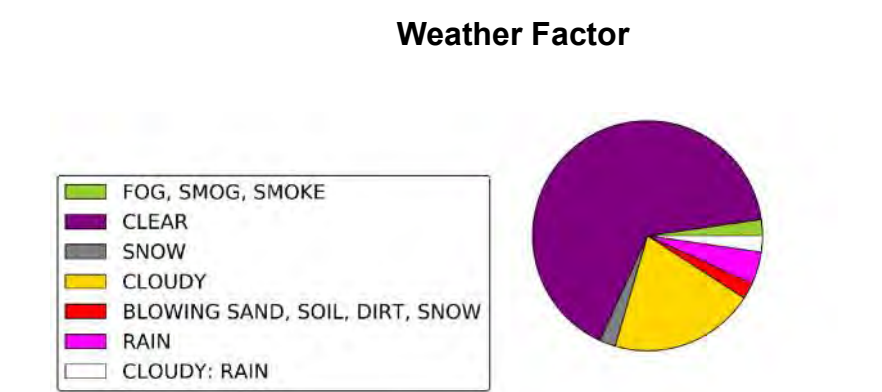


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



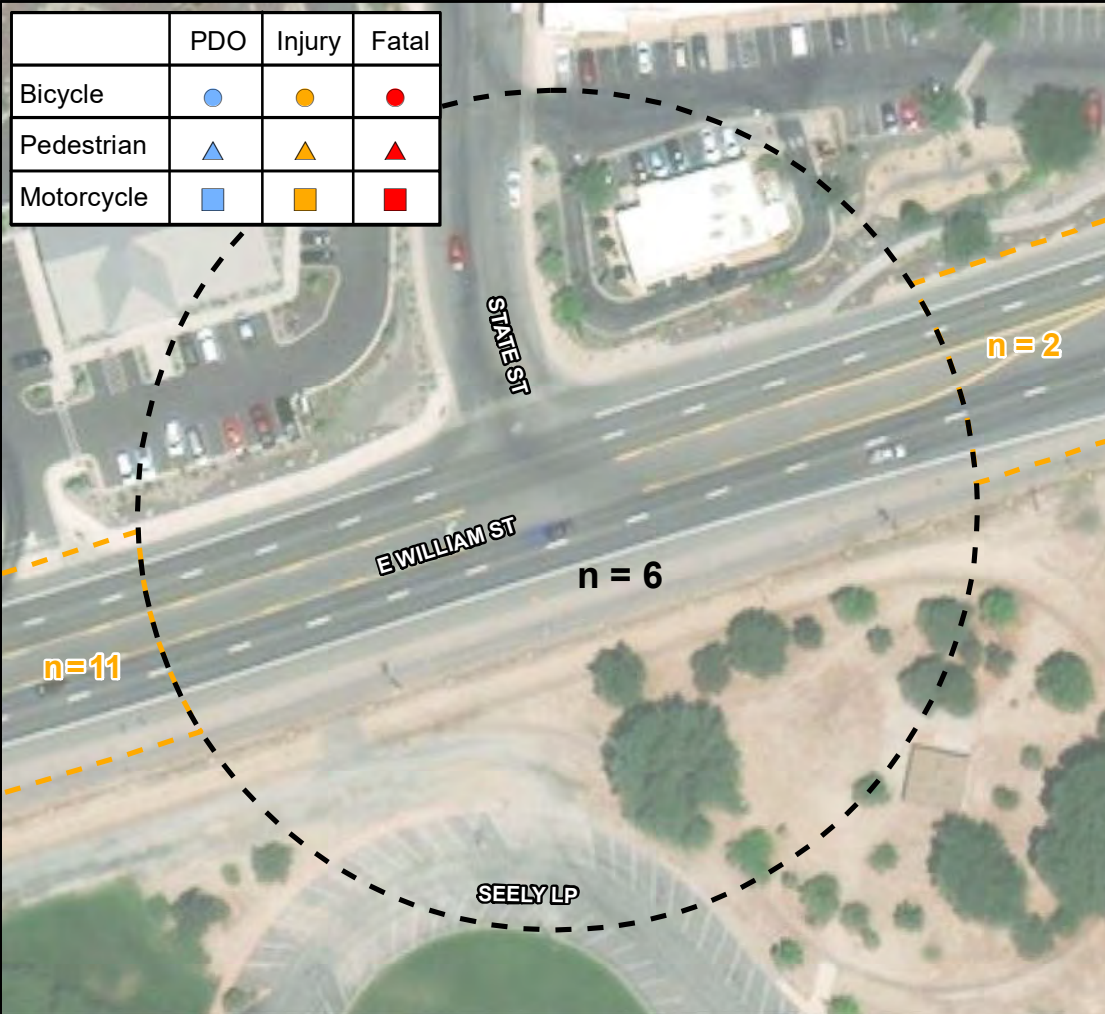
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	63.6
MOTOR VEHICLE IN TRANSPORT	34.1
SLOW/STOPPED VEHICLE	2.3

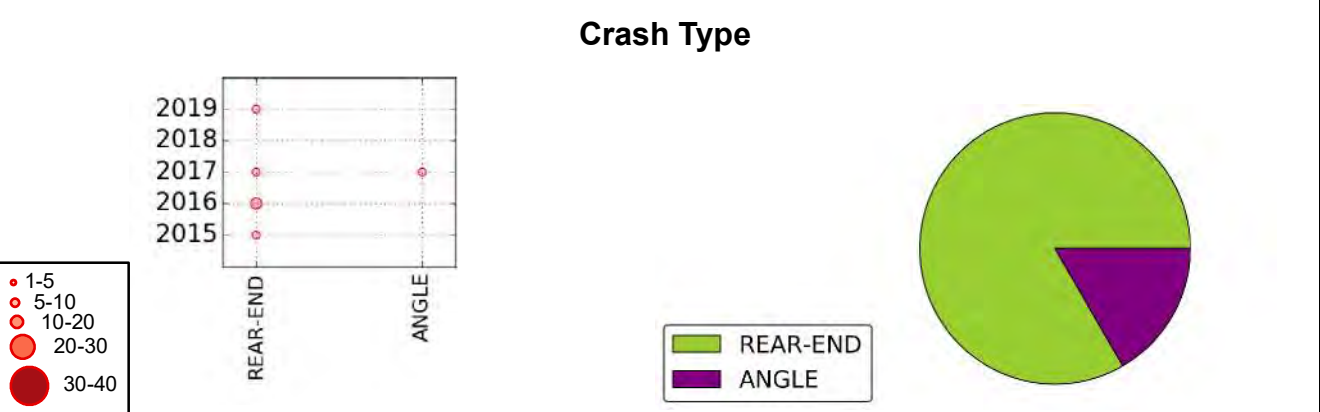
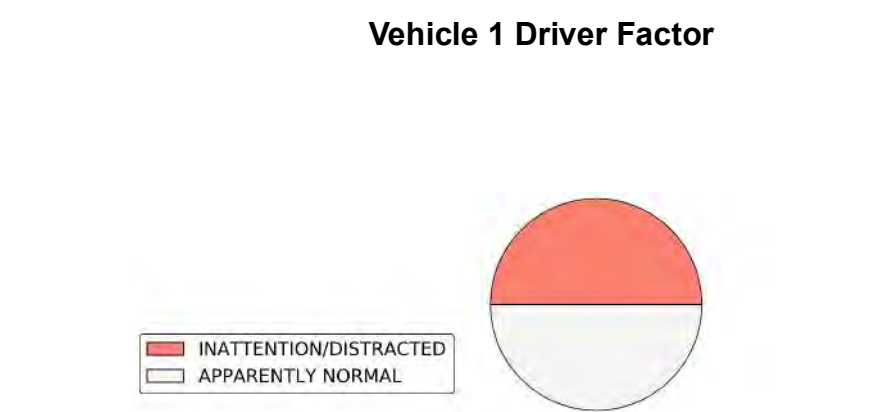
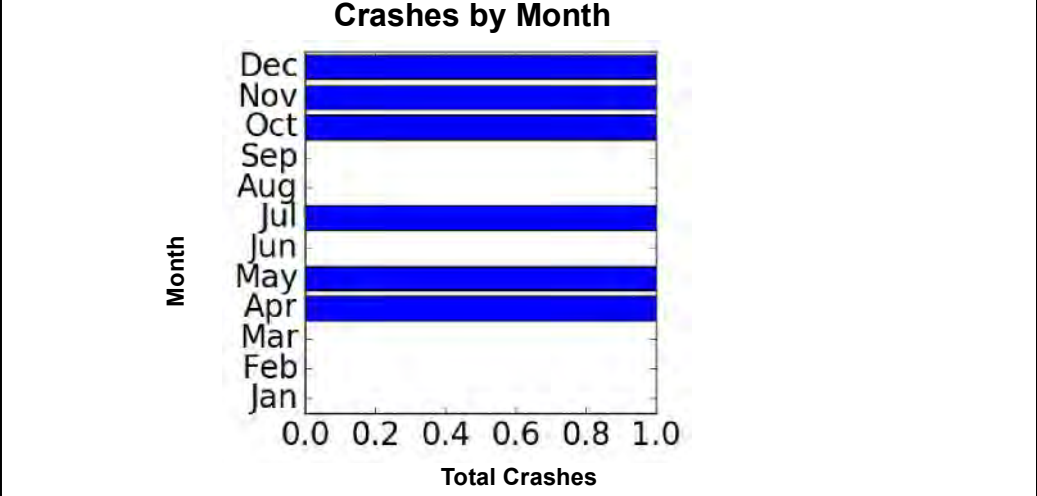
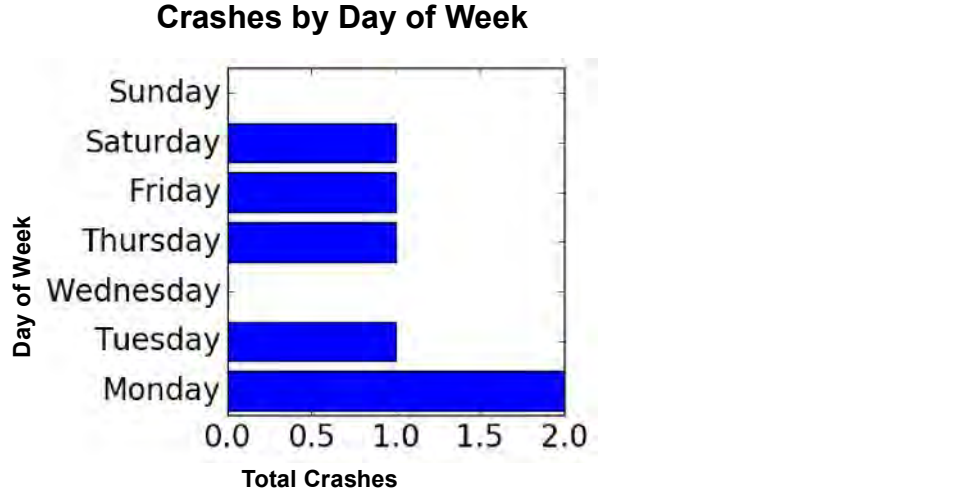
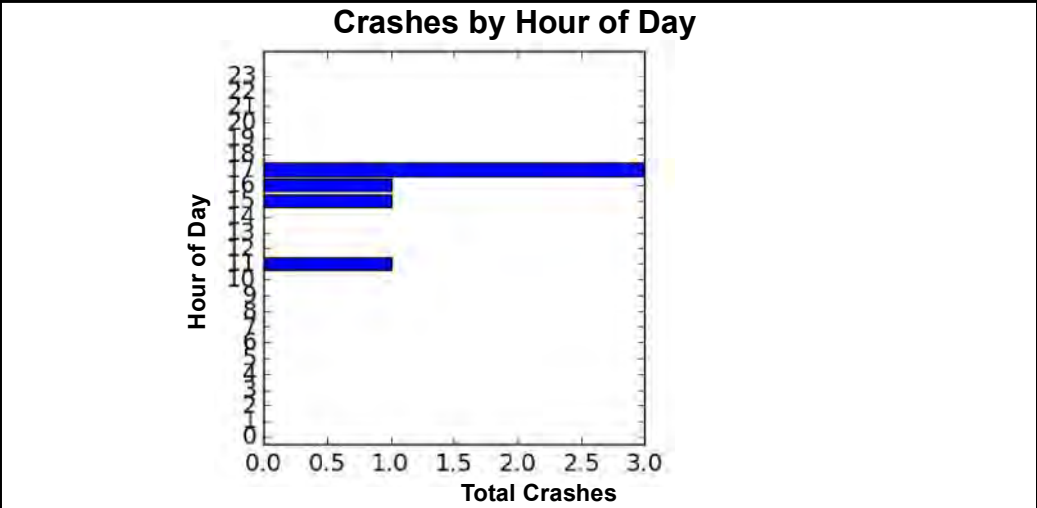
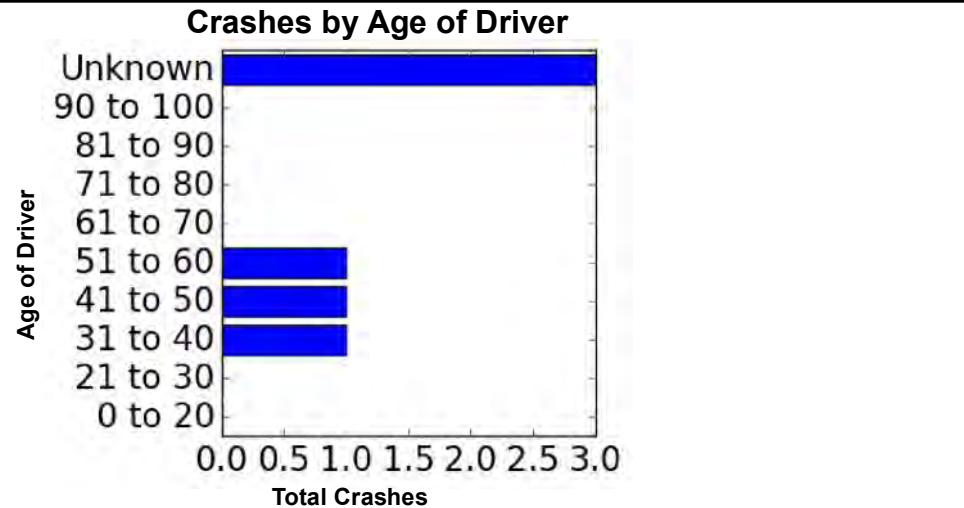


### Vehicle 1 Vehicle Factor

Vehicle Factor	Percent
FAILED TO YIELD RIGHT OF WAY	38.6
FOLLOWED TOO CLOSELY	29.5
UNKNOWN	6.8
OTHER IMPROPER DRIVING	4.5
MADE AN IMPROPER TURN	2.3
FAILED TO YIELD RIGHT OF WAY: MADE AN IMPROPER TURN	2.3
WRONG SIDE OR WRONG WAY	2.3
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD: UNSAFE LANE CHANGE	2.3
DRIVING TOO FAST FOR CONDITIONS	2.3
OPERATING VEHICLE IN ERRATIC, RECKLESS, CARELESS, NEGLIGENT OR AGGRESSIVE MANNER	2.3
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD	2.3
UNSAFE LANE CHANGE	2.3
OBJECT AVOIDANCE	2.3

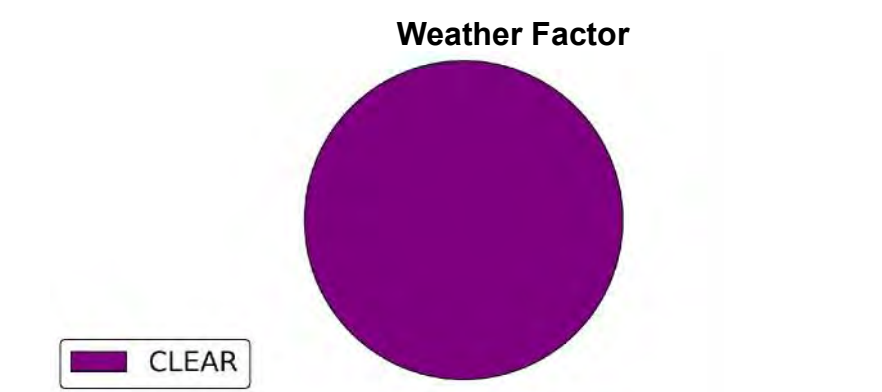


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



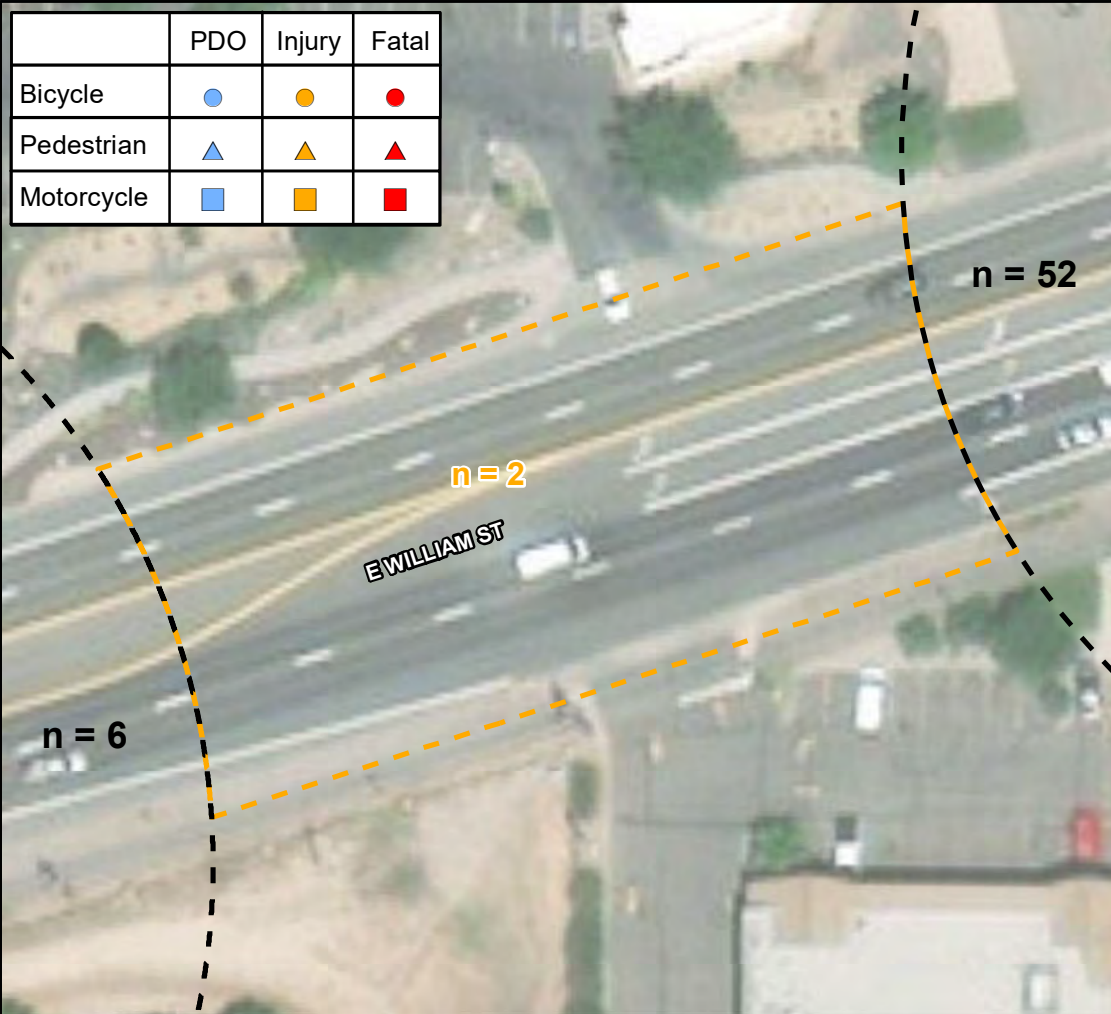
### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	83.3
SLOW/STOPPED VEHICLE	16.7

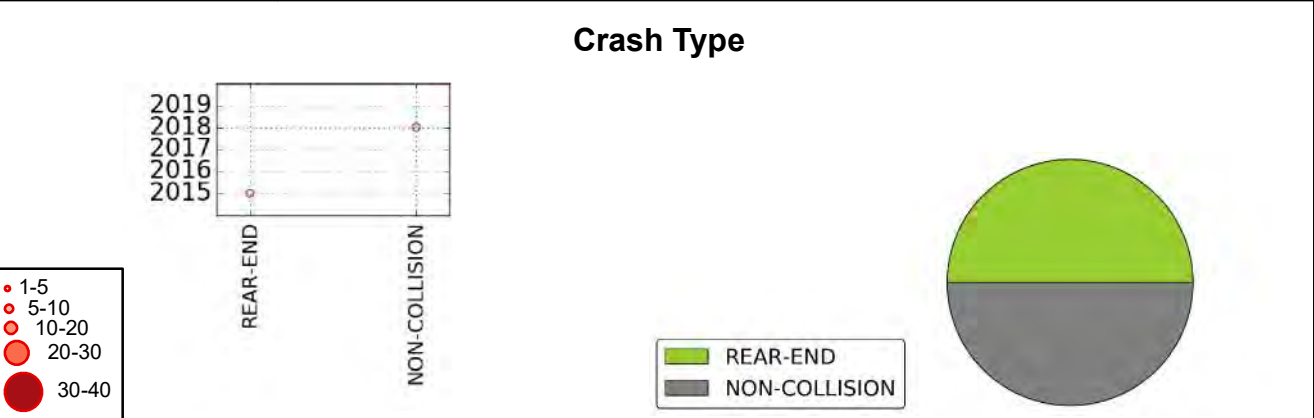
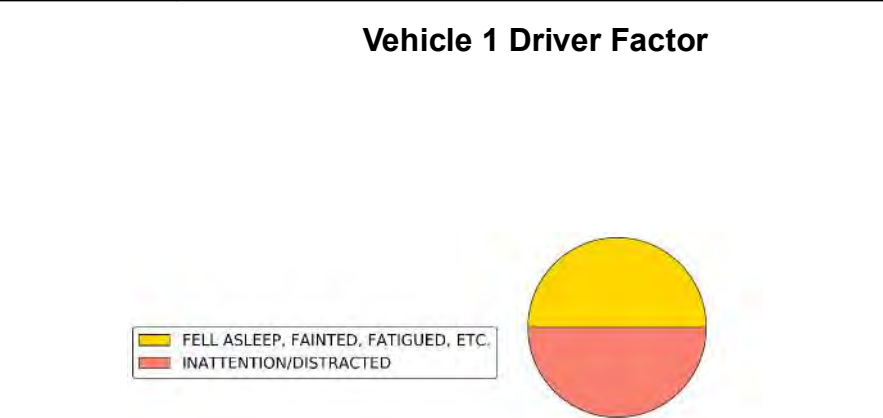
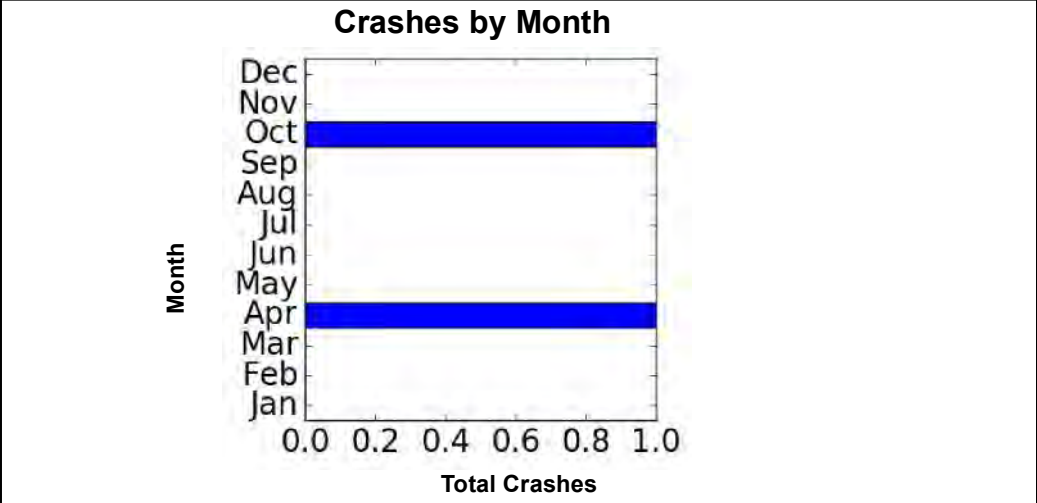
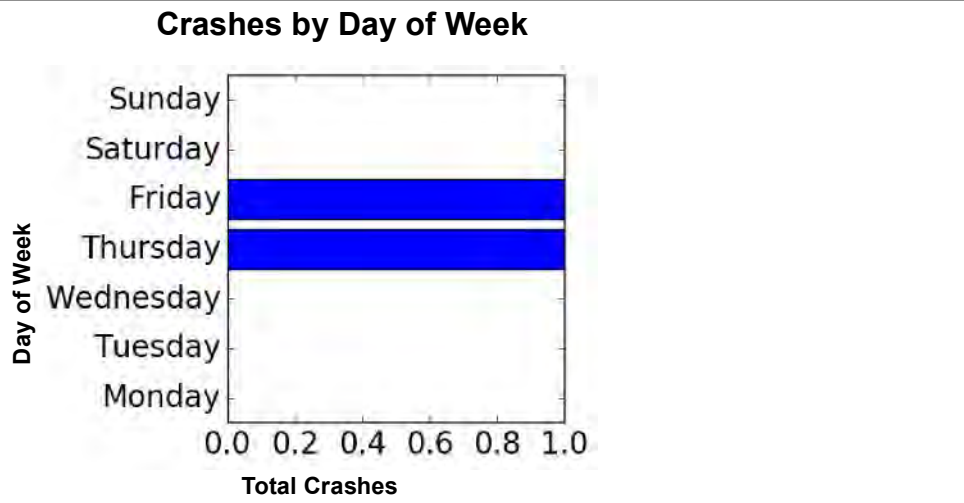
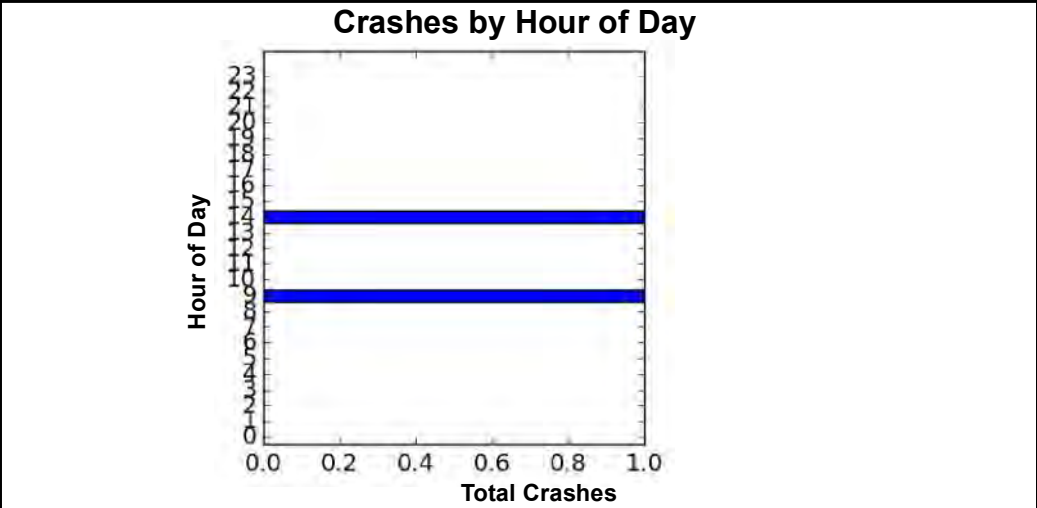
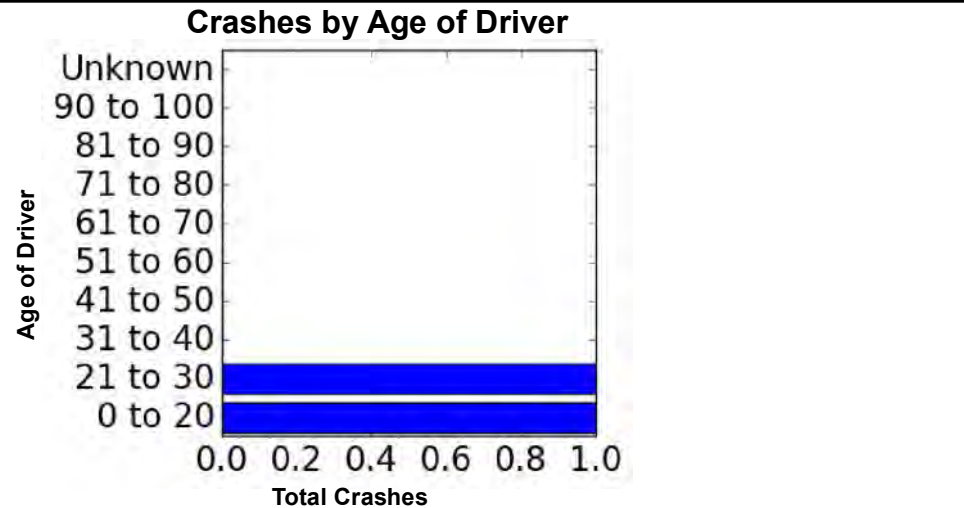


### Vehicle 1 Vehicle Factor

Factor	Percent
FOLLOWED TOO CLOSELY	66.7
OTHER IMPROPER DRIVING	16.7
MADE AN IMPROPER TURN	16.7

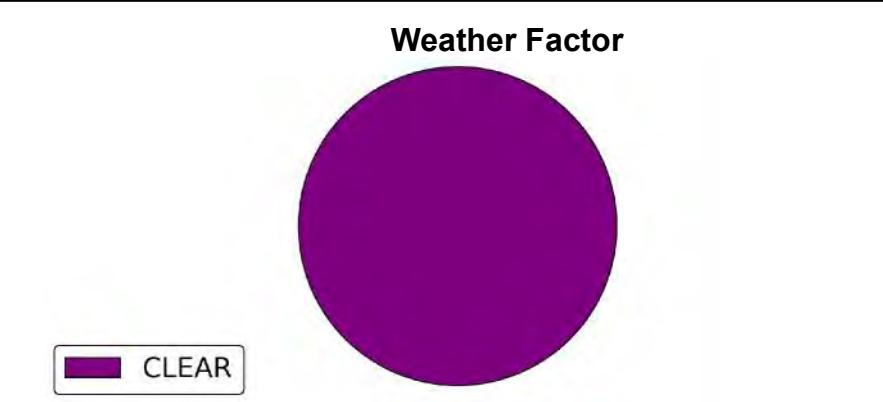


	PDO	Injury	Fatal
Bicycle	●	●	●
Pedestrian	▲	▲	▲
Motorcycle	■	■	■



### Vehicle 1 Most Harmful Event

Event	Percent
UNKNOWN	50
RAN OFF ROAD RIGHT	50



### Vehicle 1 Vehicle Factor

Factor	Percent
FOLLOWED TOO CLOSELY	50
FAILURE TO KEEP IN PROPER LANE OR RUNNING OFF ROAD	50



## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding reestablishing, and potentially increasing, fares for Jump Around Carson (“JAC”) service.

**Staff Summary:** The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating fare free since March 2020. Due to increases in the operating costs of JAC, staff will present possible options for the reestablishment and increase of fares for both fixed route and paratransit services, and staff will outline the necessary public process and timing of the possible fare increase.

**Agenda Action:** Formal Action/ Motion

**Time Requested:** 10 Minutes

### Proposed Motion

I move to authorize staff to begin public outreach and other necessary diligence for the reestablishment, and possible increase, of JAC fares, as discussed.

### Background/Issues & Analysis

JAC has experienced many successes and changes over its 17 years of service including expansion of the routes to better serve citizens and increases to operating hours to ensure more access to different types of businesses. Fixed route and paratransit ridership have averaged around 200,000 riders per year over that time. One element that has not changed are the fares for passengers. Fares for JAC have remained unchanged since JAC first began operations on October 3, 2005. Current fares for JAC are shown in Table 1 below.

Table 1 – Current Fares

<b>JAC Fixed Route</b>	
Adult Fare One-Way	\$1.00
Youth, Senior & Disabled Reduced Fare One-Way	\$0.50
Monthly Pass Standard	\$25.00
Monthly Pass Reduced	\$12.50
10-Ride Pass Standard	\$8.00
10 Ride Pass Reduced	\$4.00
Children Under 4 & Transfers	Free
<b>JAC Assist</b>	
One-Way Trip within $\frac{3}{4}$ mile of fixed route	\$2.00
One-Way Trip between $\frac{3}{4}$ and 1 mile of fixed route	\$4.00
Personal Care Attendants	Free

JAC is temporarily operating without collecting fares as a result of the COVID-19 pandemic which began in March 2020. Two, one-time federal grant programs, the Coronavirus Aid, Relief, and Economic Security Act

and the American Rescue Plan Act, have allowed JAC to operate fare free without any required local match. Funding for these two grant programs will end this coming fiscal year. Additionally, costs for the operation of JAC have increased due to a variety of factors, which include increases in fuel costs, labor costs, and bus purchase and maintenance costs.

As a result of the expiration of the one-time federal funding and the increased costs for JAC operations, staff will be reestablishing fares and investigating possible fare increases for both fixed route and paratransit services. Staff will present a summary of the possible options for increasing fares, proposed changes to the pass options, and outline the public process for noticing and implementing possible fare increases.

The earliest fares will be reestablished and/or increased will be August 1, 2022, and any such action will come back to RTC for final review and approval before taking effect.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**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 support the recommended alternative and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: JAC Fare Presentation

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

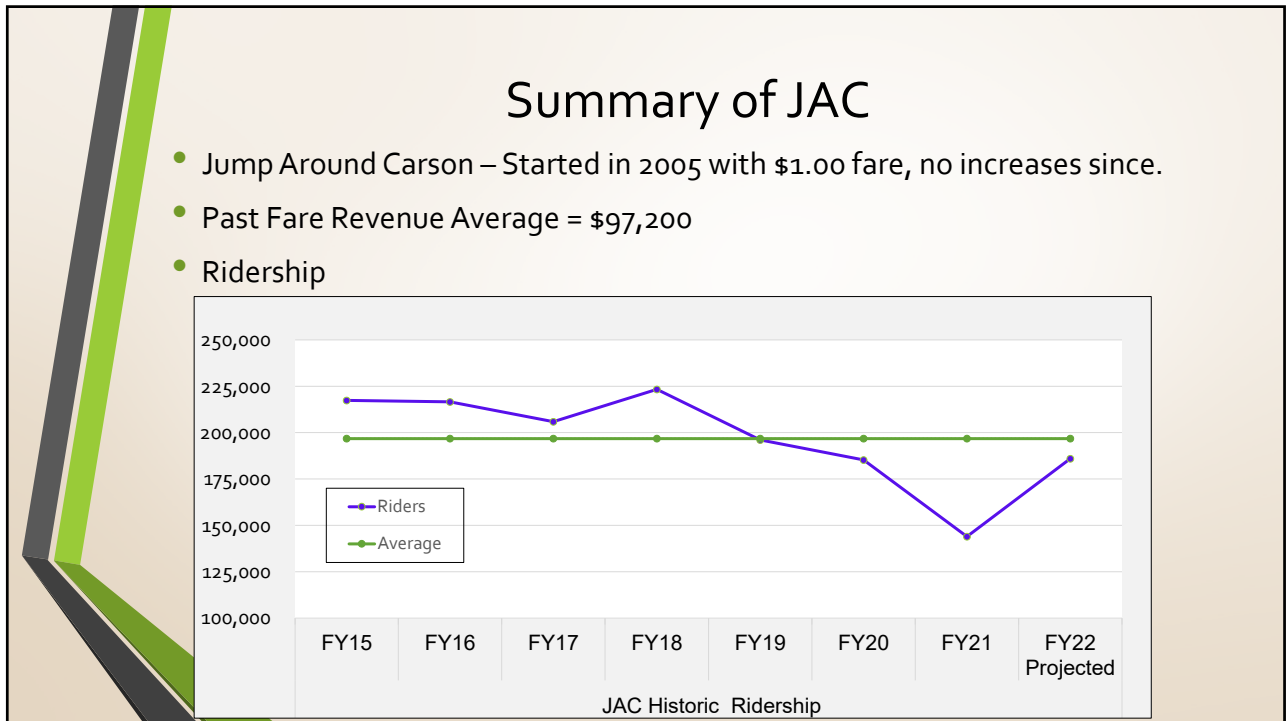
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



1



2

### Current JAC Fares

JAC Fixed Route		Fare
Standard Adult One-Way		\$1.00
Reduced Senior/Youth/Disabled One-Way		\$0.50
Monthly Pass Standard		\$25.00
Monthly Pass Reduced		\$12.50
10-Ride Pass Standard		\$8.00
10 Ride Pass Reduced		\$4.00
Children Under 4 & Transfers		Free
JAC Assist		
One-Way Trip within ¾ mile of fixed route		\$2.00
One-Way Trip between ¾ and 1 mile of fixed route		\$4.00
Personal Care Attendants		Free

Note: JAC is currently operating fare free due to the COVID-19 Pandemic.

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### Rates from Other Transit Agencies

Comparable Fares – Fixed Route, Single Ride			
Comparable Nearby Transit Systems			
Local Area	Transit System	General	Reduced
Washoe County	Regional Transportation Commission (RTC)	\$ 2.00	\$ 1.00
N Tahoe	Tahoe Truckee Area Regional Transit (TART)	\$ 6.00	\$ 2.00
S. Tahoe	Tahoe Transportation District (TTD)*	\$ 2.00	\$ 1.00
Douglas County	Douglas area rural Transit (DART)	\$ 2.00	\$ 1.00
Elko County	Greater Elko Transit (GET)	\$ 2.00	\$ 1.00
Comparable Transit Systems based on Routes and Ridership			
States	Transit Systems	General	Reduced
Colorado	City of Loveland Transit (COLT)	\$ 1.25	\$ 0.60
Washington	River Cities Transit	\$ 1.00	\$ 0.50
Montana	Great Falls Transit	\$ 1.00	\$ 0.50
Wyoming	Cheyenne Transit	\$ 1.50	\$ 0.50

\*Rates as of 2019. Tentative to remain fare free

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## JAC Efficiency

### Service Effectiveness

Operating Expense per One-Way Passenger Trip (Fixed Route and Paratransit)			
Local Area	Transit System	2019	2020
Carson City	Jump Around Carson (JAC)	\$ 6.52	\$ 8.03
S. Tahoe	Tahoe Transportation District (TTD)	\$ 17.13	\$ 20.18
Douglas County	Douglas area rural Transit (DART)	\$ 22.87	\$ 49.79
Elko County	Greater Elko Transit (GET)	\$ 17.74	\$ 28.81
Colorado	City of Loveland Transit (COLT)	\$ 20.37	\$ 31.07
Washington	River Cities Transit	\$ 12.38	\$ 20.85
Montana	Great Falls Transit	\$ 8.06	\$ 9.52
Wyoming	Cheyenne Transit	\$ 10.03	\$ 13.16

JAC's Fixed Route and Paratransit services are one of the most efficient in the county, even during the COVID-19 Pandemic.

5

## Options Evaluated

- Different fare rates and implementation methods
- Changes to pass options
- Changes to reduced fare eligibility
- Potential revenue
- Fare equity

6

## Staff Recommendation for Fare Increases

Recommended Fares	FY23-25	FY26 +
Standard Adult	\$ 1.50	\$ 2.00
Reduced (Senior/Military/Youth/Disabled)	\$ 0.75	\$ 1.00
Monthly General	\$ 40.00	\$ 50.00
Monthly / Discount	\$ 20.00	\$ 25.00
4 yr and Under & Transfers	Free	Free
JAC Assist (up to 3/4 mile)	\$ 3.00	\$ 4.00
JAC Assist (3/4 to 1 mile)	\$ 6.00	\$ 8.00
JAC Assist Monthly	\$ 60.00	\$ 80.00

- Fare capping options when using the contactless payment system are available.

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## Fare Revenues

JAC Historic Revenues – By Fiscal Year (FY)					
FY15	FY16	FY17	FY18	FY19	Average
\$ 102,267	\$ 91,244	\$ 96,894	\$ 102,610	\$ 93,391	\$ 97,281

Estimated Projected Future Revenues					
FY15 - 19 Average	FY23	FY24	FY25	FY26	FY27
\$ 97,281	\$ 119,721	\$ 131,911	\$ 133,230	\$ 145,921	\$ 145,921

8

## Notifications and Public Outreach

- Consistent with CAMPO's approved Public Participation Plan and Policy on Public Comment Process for Proposed Fare and Service Changes.
- Formal Public Outreach and Public Comment period, 30-day minimum
- Press release and other print and social media outreach
- Post fliers in all shelters and in all buses
- Hold a public meeting during the formal comment period
- Possible action by the RTC

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## Next Steps

- Tonight (5/11/2022): RTC discussion and action to begin public outreach on possible fare increase.

### Potential Schedule

- May 21, 2022: Begin formal 30-day public comment period
- June 8, 2022: Public Meeting and RTC Board Meeting regarding fares
- June 24, 2022: End of formal public comment period
- July 13, 2022: RTC Board to review for possible action approval of fare increases
- August 1, 2022: Earliest start date of JAC fares

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## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Bryan Byrne, P.E., Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a possible recommendation to the Carson City Board of Supervisors (“Board”) to alter Carson City’s truck-prohibited and alternative routes, which could include altering Carson City Resolution 1998-R-64, which designates those routes.

**Staff Summary:** In 1998, the Board adopted Resolution 1998-R-64 designating truck-prohibited and alternative routes in Carson City. As a result of changes to the roadway network and limited enforcement capability, staff have reviewed the existing resolution and have conducted additional analysis on truck routing in Carson City and will present an update to the summary of the findings for input from, and recommendations by, the RTC.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 minutes

### **Proposed Motion**

I move to direct staff to prepare a new resolution on truck routes consistent with staff’s recommendations, and to recommend that the Board of Supervisors adopt a new resolution on truck-prohibited routes.

### **Background/Issues & Analysis**

Carson City Municipal Code (“CCMC”) Section 10.28.180 authorizes the Board to adopt a resolution to restrict Class A, B, and C vehicle through traffic, and allows the Board to direct that specific highways, roads or portion thereof be designated as truck-prohibited routes. The prohibition does not apply to school buses, garbage or refuse haulers on assigned routes, or to any restricted class vehicle which may have a local delivery or business within the truck-restricted area.

In December 1998, the Board approved Resolution 1998-R-64 (Exhibit-4) which prohibited the through movement of Class A, B, and C vehicles from certain streets in Carson City due to such vehicles being incompatible with the residential character of the designated streets and to promote the public safety of residents. The following streets were so designated in the 1998 resolution, and are shown in Exhibit-2.

- Arrowhead Road
- Ruby Lane
- Emerson Drive
- Clearview Drive
- Koontz Lane
- Edmonds Drive
- Silver Sage Drive
- Downtown Carson Street

At the June 9, 2021, RTC meeting, staff discussed the topic of modifications to the City's truck-route designations. The RTC requested that additional data for truck traffic volumes be obtained and evaluated to assist in the determination of maintaining no-truck routes.

Staff have reviewed the existing resolution designating truck-prohibited routes and have analyzed other truck volume and routing information specific to Carson City. Staff will present a summary of the analysis (Exhibit-1) and seek a recommendation from the RTC on possible changes to designated truck routes in Carson City. Possible changes include:

- Removal of truck prohibited routes except:
  - o Arrowhead Drive as a no-truck route
  - o Edmonds Drive as a no-truck route
  - o Downtown (Carson Street) as a no-truck route
- Providing navigational guidance to trucks with designated preferred truck routes, Exhibit-3. These routes would include proper signing for trucks.

Staff recommend a combination of removing some of the truck prohibited routes via a resolution to supersede Resolution 1998-R-64, and targeted installation of navigational signage for preferred truck routes as staff and funding resources are available.

**Applicable Statute, Code, Policy, Rule or Regulation**

CCMC 10.28.180

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: N/A

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

There is no direct fiscal impact associated with this agenda item. Should the Board approve a new resolution that results in direction to staff to install navigational signage for trucks, signage and installation costs are estimated at approximately \$250 per sign. Installation of new signs would be funded using the Regional Transportation Fund.

**Alternatives**

Do not support the recommendation and provide alternative direction to staff.

**Supporting Material**

- Exhibit-1: Presentation Truck Routes Update
- Exhibit-2: Existing Truck Prohibited Routes
- Exhibit-3: Preferred Truck Routes Map
- Exhibit-4: Resolution 1998-R-64

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 \_\_\_\_\_ 2) \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# TRUCK ROUTES UPDATE

Carson City Regional Transportation Commission (RTC)

May 11, 2022



# Summary of June 9, 2021, Meeting

## Previously Discussed

- Truck routes and policies were last reviewed in 1998, before the freeway.
- The road network has changed.
- Technology has changed.
- Reality of enforcement

## Input and Comments

- Maintain the following no-truck routes
  - Arrowhead Drive
  - Edmonds Drive
  - Downtown (Carson Street)
- Provide RTC with additional truck traffic data



















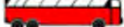


















# Truck Traffic Counts

- ▶ Analyzed the following segments for truck traffic
  - ▶ Silver Sage Drive (near Stafford Way)
    - ▶ 0.33% Truck Traffic; AADT = 6,165
  - ▶ Emerson Drive (near Arrowhead Drive)
    - ▶ 0.37% Truck Traffic; AADT = 2,620
  - ▶ Koontz Lane (near Hillview Drive)
    - ▶ 0.65% Truck Traffic; AADT = 4,244
  - ▶ Arrowhead Drive (near Northgate Lane)
    - ▶ 0.66% Truck Traffic; AADT = 3,459
  - ▶ Edmonds Drive (near Sinbad Street)
    - ▶ 1.30% Truck Traffic; AADT = 4,574
  - ▶ Clearview Drive (near Hillview Drive)
    - ▶ 14.1%\*\* Truck Traffic; AADT = 1,433

Note: Truck Vehicles Classes are 4, 6-13

\*\* This data collection includes Class 5 which highlight school buses

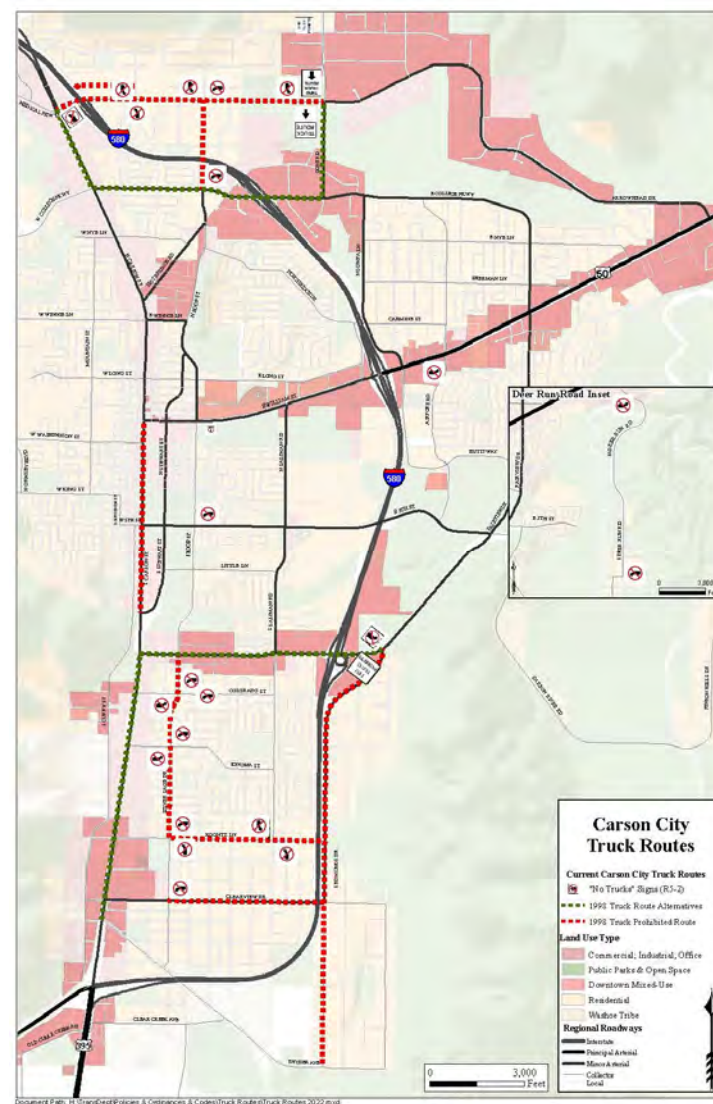
<b>Class 1</b> Motorcycles		<b>Class 7</b> Four or more axle, single unit	
<b>Class 2</b> Passenger cars		<b>Class 8</b> Four or less axle, single trailer	
			
			
			
<b>Class 3</b> Four tire, single unit		<b>Class 9</b> 5-Axle tractor semitrailer	
			
			
<b>Class 4</b> Buses		<b>Class 10</b> Six or more axle, single trailer	
			
		<b>Class 11</b> Five or less axle, multi trailer	
<b>Class 5</b> Two axle, six tire, single unit		<b>Class 12</b> Six axle, multi-trailer	
			
		<b>Class 13</b> Seven or more axle, multi-trailer	
			
			
<b>Class 6</b> Three axle, single unit			
			

# Existing Truck Routes

Truck Prohibited Roads included:

- Arrowhead Road\*
- Ruby Lane
- Emerson Drive
- Clearview Drive
- Koontz Lane
- Edmonds Drive\*
- Silver Sage Drive

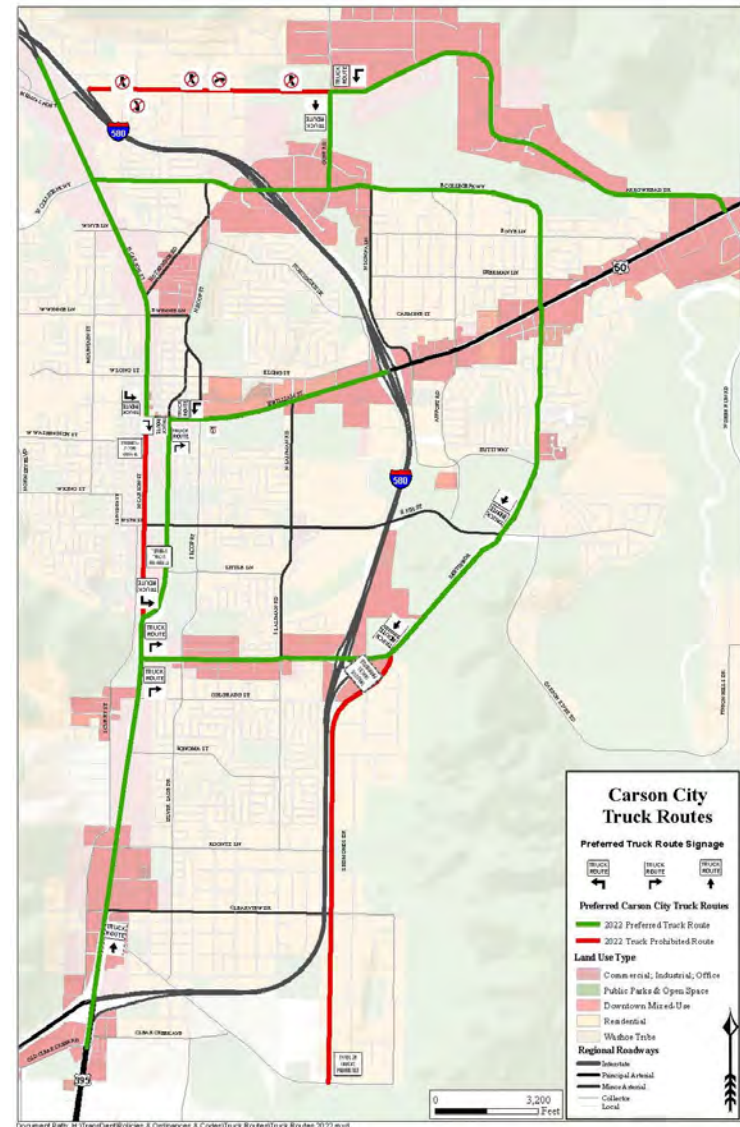
\*Maintain as prohibited truck route



# Preferred Truck Routes

- ▶ Characteristic Analyzed
  - ▶ Road Classifications
    - ▶ Minor Arterials
  - ▶ Geometric Characteristics
  - ▶ Industrial/Commercial Zoning Areas
  - ▶ Planned Future Projects
  - ▶ Local Delivery Access from Preferred Routes

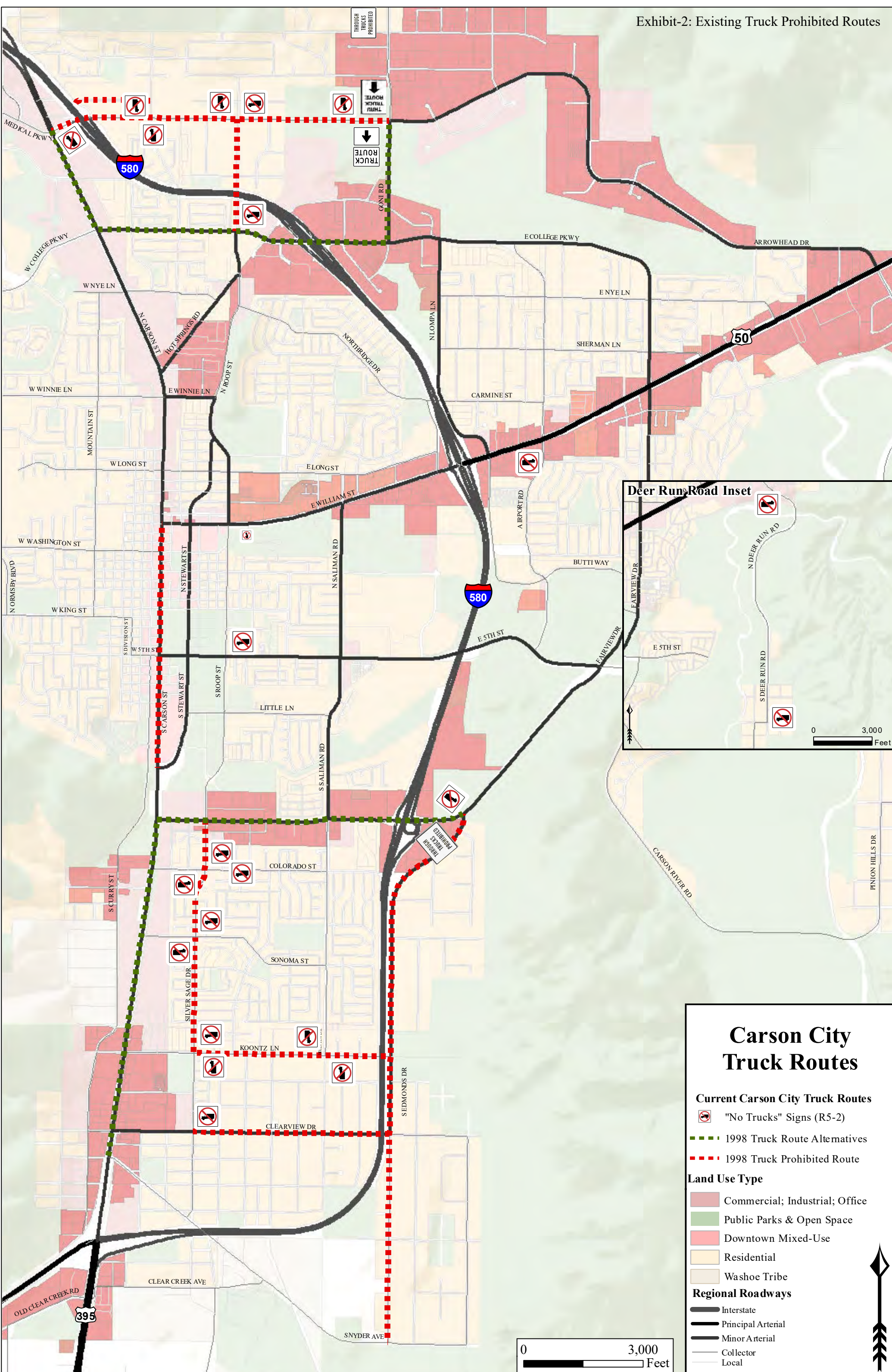
<u>Route</u>	<u>Begin</u>	<u>End</u>	<u>Length (mi)</u>	<u>Classification</u>
E College Pkwy	N Carson St	Hwy 50 E	3.2	Minor Arterial
Goni Road	College Pkwy	Arrowhead	0.6	Minor Arterial
Arrowhead Drive	Goni Rd	Hwy 50 E	2.9	Minor Arterial
Fairview	S Carson St	Hwy 50 E	3.8	Minor Arterial
S Carson St	Stewart St	I-580	2.2	Minor Arterial
N Stewart St	S Carson St	E William St	2.6	Minor Arterial
E William St	N Carson St	I-580	1.5	Minor Arterial
N Carson St	E William St	I-580	2.3	Minor Arterial





## Recommendation

- ▶ The RTC recommend to the Carson City BOS a new resolution regarding truck routes
- ▶ Update / remove truck associated signing to better focus on the preferred truck routes outlined in Exhibit 2.
- ▶ Maintain the following no-truck routes
  - ▶ Arrowhead Drive
  - ▶ Edmonds Drive
  - ▶ Downtown (Carson Street)
- ▶ Questions?



## Carson City Truck Routes

**Current Carson City Truck Routes**

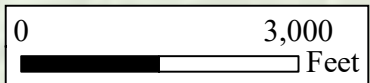
- "No Trucks" Signs (R5-2)
- 1998 Truck Route Alternatives
- 1998 Truck Prohibited Route

**Land Use Type**

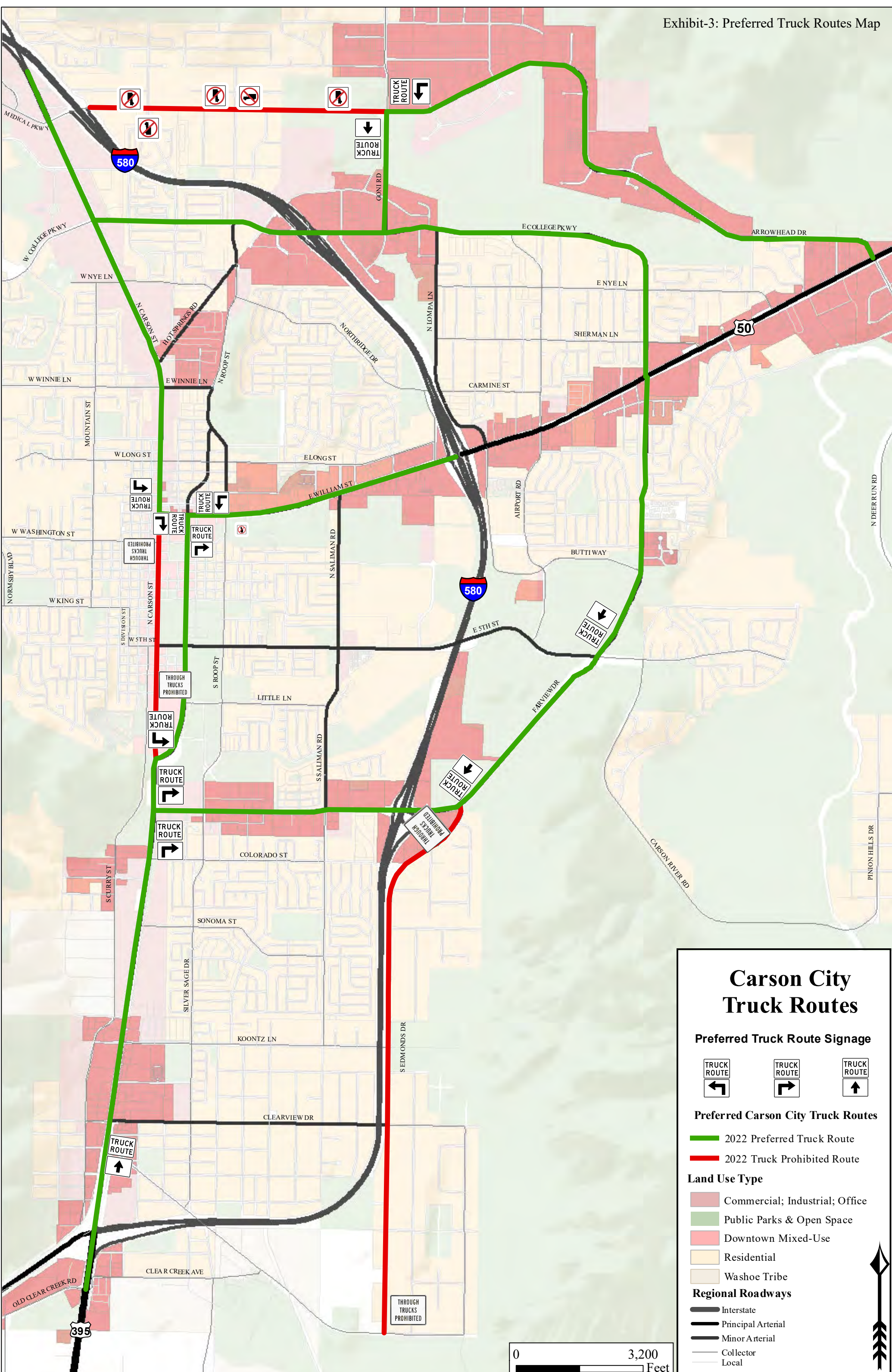
- Commercial; Industrial; Office
- Public Parks & Open Space
- Downtown Mixed-Use
- Residential
- Washoe Tribe

**Regional Roadways**

- Interstate
- Principal Arterial
- Minor Arterial
- Collector
- Local



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## Carson City Truck Routes

**Preferred Truck Route Signage**

TRUCK ROUTE  
←

TRUCK ROUTE  
→

TRUCK ROUTE  
↑

**Preferred Carson City Truck Routes**

- 2022 Preferred Truck Route
- 2022 Truck Prohibited Route

**Land Use Type**

- Commercial; Industrial; Office
- Public Parks & Open Space
- Downtown Mixed-Use
- Residential
- Washoe Tribe

**Regional Roadways**

- Interstate
- Principal Arterial
- Minor Arterial
- Collector
- Local



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RESOLUTION NO. 1998-R- 64

**RESOLUTION PROHIBITING THE THROUGH MOVEMENT OF CERTAIN TRUCKS, DEFINED IN THE CARSON CITY MUNICIPAL CODE AS CLASS A, CLASS B AND CLASS C VEHICLES, ON ARROWHEAD DRIVE FROM N. CARSON STREET TO GONI ROAD, RUBY LANE FROM N. CARSON STREET TO GARNET WAY, EMERSON DRIVE FROM E. COLLEGE PARKWAY TO ARROWHEAD DRIVE, CLEARVIEW DRIVE FROM SILVER SAGE DRIVE TO EDMONDS DRIVE, KOONTZ LANE FROM SILVER SAGE DRIVE TO EDMONDS DRIVE, EDMONDS DRIVE FROM FAIRVIEW DRIVE TO SNYDER AVENUE, AND SILVER SAGE DRIVE/ROOP STREET FROM KOONTZ LANE TO FAIRVIEW DRIVE.**

WHEREAS, the Carson City Board of Supervisors adopted Ordinance no. 1998-30 on September 3, 1998 which provides that through truck traffic may be restricted on certain streets within Carson City; and

WHEREAS, the Board of Supervisors is empowered by the Carson City Municipal Code to declare truck traffic restrictions on certain street segments; and

WHEREAS, the Board of Supervisors must declare such restrictions through the adoption of a resolution in a regular public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby find that the through movements of all Class A, Class B, and Class C vehicles, as defined by the Carson City Municipal Code, are determined to be incompatible with the residential character and contrary to the public safety of the residents on the following street segments:

- 1 Arrowhead Drive from N. Carson Street to Goni Road
- 2 Ruby Lane from N. Carson Street to Garnet Way
- 3 Emerson Drive from E. College Parkway to Arrowhead Drive
- 4 Clearview Drive from Silver Sage Drive to Edmonds Drive
- 5 Koontz Lane from Silver Sage Drive to Edmonds Drive
- 6 Edmonds Drive from Fairview Drive to Snyder Avenue
- 7 Silver Sage Drive/Roop Street from Koontz Lane to Fairview Drive

The referenced street segments are further illustrated on the map which is attached as Truck Route Resolution Exhibit A.

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BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby declare that these street segments are to be restricted from through movements of all Class A, Class B and Class C vehicles and that these street segments shall be properly posted to advise the public of the restrictions, provided, however, that such restrictions shall not apply to any school bus, garbage or refuse hauler on an assigned route, or to any restricted vehicle which may have a local delivery or business within the restricted zone.

ADOPTED this 3rd day of December, 1998.

AYES: Supervisors Jon Plank

Tom Tatro

Kay Bennett

Ray Masayko, Mayor

NAYS: Supervisors None

ABSENT: Supervisors Greg Smith

  
Ray Masayko, Mayor

  
ATTEST  
  
Alan Glover, Clerk-Recorder



in his discretion, deem it to be practical for traffic to proceed with safety along and over such street or any portion thereof without damage to such roadway, street or highway.

2. Every sign or barrier erected by the Carson City engineer pursuant to this chapter:

a. Shall designate by classification the type or character of traffic authorized to proceed along and over the roadway, street or highway or such portion thereof being constructed, repaired, or resurfaced; and shall also designate the maximum speed at which all vehicles may be operated between the points where such signs or barriers have been erected.

b. May prohibit any or all of the classifications of traffic enumerated in Section 10.04.650 during the period of time as set forth in subsection 1 herein.

c. May designate the weight, length and size of all vehicles, the size, width and types of the road wheels with which each vehicle is equipped.

10.28.160 Restrictions on use of metal tired vehicles --Violation for driving on recently constructed roadway--  
Notice of restrictions in signs or barriers erected by city engineer--Damages. Any person who shall wilfully or negligently damage a roadway, street or highway by violating Sections 10.28.130 or 10.28.140, and any person who shall wilfully or negligently violate the provisions set forth in any sign or barrier erected by the Carson City engineer as provided in Section 10.28.150 herein shall be liable for the amount of such damage caused to any roadway, street or highway; and the amount of such damage may be recovered in any action in any court of competent jurisdiction; in the name of Carson City or interested party.

10.28.170 Load limits. It is unlawful for any person owning or having control of any truck, truck tractor, trailer or other vehicle to carry or cause or permit to be carried thereon, along or over any highway in Carson City any load exceeding the statutory load limits of the state of Nevada, provided that in accordance with NRS 405.010 and 484.752, the board may direct that a reduced maximum weight limit be posted for any highway, road or portion or structure thereof under its jurisdiction. (Ord. 1998-30 §4, 1998).

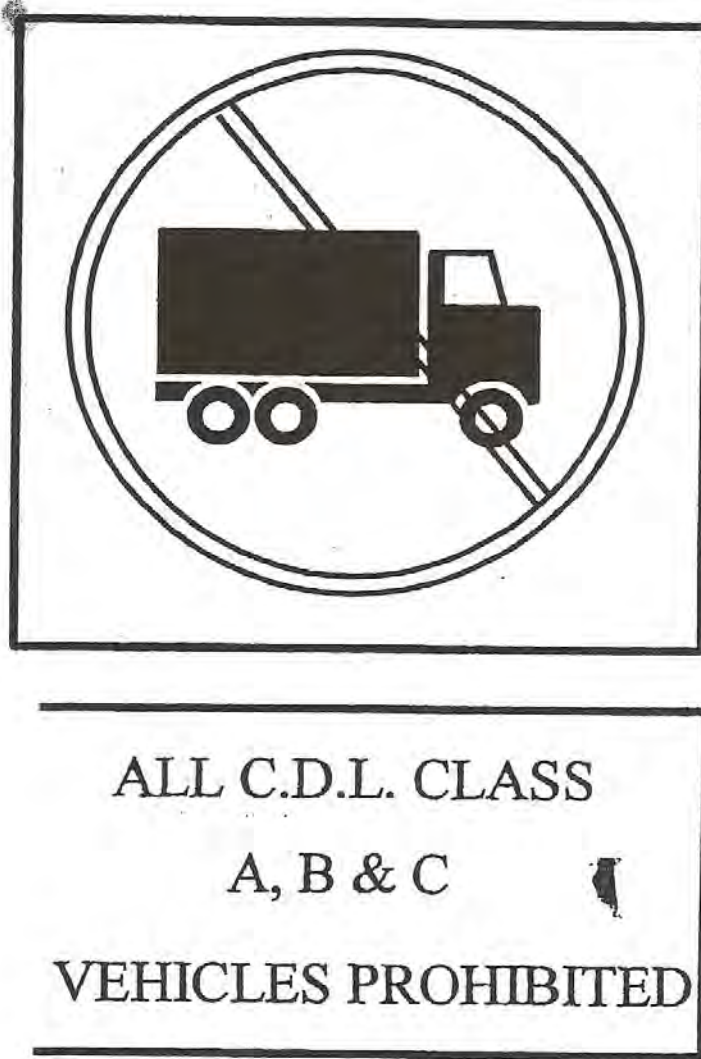
10.28.180 Truck route restrictions.\* The board may adopt a resolution finding that a specific highway, road or portion thereof, because of its residential character and public safety, is deemed inappropriate to allow Glass A, B,

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\* See Figure 10.28 in this chapter.

and C vehicle through traffic, and may direct that such specific highway, road or portion thereof be designated as a trucks prohibited route. Such prohibited Class A, B, and C vehicle travel shall not apply to school buses, garbage or refuse haulers on assigned routes, or to any restricted class vehicle which may have a local delivery or business within the restricted zone. (Ord. 1998-30 §5, 1998).

Figure 10.28



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## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Rapid Construction, Inc. (“Rapid”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Saliman Drive Pavement Preservation Project (“Project”) and to award Contract No. 21300299 for the Project to Rapid for a total not to exceed amount of \$394,360.00.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the Project, which would make improvements to Saliman Road between Colorado Street and Koontz Lane, including concrete sidewalk and curb ramp upgrades, as well as pavement preservation. The not to exceed amount of \$394,360 includes the base bid amount of \$375,573.00, plus a 5% contingency amount of \$18,787.00. The engineer’s estimate was \$335,000 for the base bid.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### **Proposed Motion**

I move to award the contract as presented.

### **Background/Issues & Analysis**

This is a pavement preservation project (Type 3 Modified Slurry Seal) for Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, and striping. The Project is located within Performance District 4.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on March 15, 2022. Two bids were opened at approximately 11:30 a.m. on April 12, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Courtney Melhaff, Kate Allen and Brian Elder, Carson City Public Works; Domenic Selmi, Rapid; Darcy Carpenter, Sierra Nevada Construction, Inc.; and Carol Akers, Carson City Purchasing and Contracts Administrator.

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

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project # P303522002, Regional Transportation fund, Capital Improvements / 2503035-507010

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Improvements account / 2503035-507010 will be reduced by \$394,360.00. The current available budget is \$394,990.50.

**Alternatives**

Do not approve the contract and provide alternate direction to staff.

**Supporting Material**

-Exhibit-1: Draft Contract No. 21300299

-Exhibit-2: Contract No. 21300299 Bid Tabulation Report

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 21300299**

**Title: Saliman Road Pavement Preservation Project**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Rapid Construction, Inc., hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

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

**WHEREAS**, this Contract involves a “public work,” which pursuant to NRS 338.010(18) 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. 21300299**, titled **Saliman Road 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.21300299 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 on the Carson City Website <http://www.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: 21300299

Title: Saliman Road 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](http://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:

Danny Selmi, President  
Rapid Construction, Inc.  
PO Box 21503  
Carson City, NV 89721  
775-883-4269  
[rapidconstr@aol.com](mailto:rapidconstr@aol.com)

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](mailto:CAkers@carson.org)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300299

Title: Saliman Road 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 Three Hundred Seventy Five Thousand Five Hundred Seventy Three Dollars and 00/100 (\$375,573.00).

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300299

## Title: Saliman Road Pavement Preservation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300299

## Title: Saliman Road Pavement Preservation Project

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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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:

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## 8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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8.2 If the CITY was required by NRS 332.065(4) 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 construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which



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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 liability except as specifically provided in this Contract.

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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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## Title: Saliman Road Pavement Preservation Project

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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **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.

24.1.4 **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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300299

## Title: Saliman Road Pavement Preservation Project

§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 25. LOBBYING:

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

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

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

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(18), 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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300299**

**Title: Saliman Road Pavement Preservation Project**

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**

**Contract No: 21300299**

**Title: Saliman Road Pavement Preservation Project**

**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.

**CARSON CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto: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# 21300299  
Project# P303522002  
Account# 2503035-507010**

By: \_\_\_\_\_

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300299**

**Title: Saliman Road Pavement Preservation Project**

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

**CONTRACTOR**

**BY:** Danny Selmi

**TITLE:** President

**FIRM:** Rapid Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-003077

**NEVADA CONTRACTORS LICENSE #:** 0046256

**Address:** PO Box 21503

**City:** Carson City      **State:** NV

**Zip Code:** 89721

**Telephone:** 775-883-4269

**E-mail Address:** [rapidconstr@aol.com](mailto:rapidconstr@aol.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300299**

**Title: Saliman Road Pavement Preservation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300299** and titled **Saliman Road Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11<sup>th</sup> day of May, 2022

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 11<sup>th</sup> day of May, 2022

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

**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# 21300299** and titled **Saliman Road 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# 21300299** and titled **Saliman Road Pavement Preservation Project**

<b>BY:</b>	<b>(Signature of Principal)</b>    <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest By:</b>	<b>(Signature of Notary)</b>
<b>Subscribed and Sworn before me this                  day of                  ,20____</b>	

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

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

**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

Bond #: \_\_\_\_\_

(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# 21300299** and titled **Saliman Road 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.

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 21300299** and titled **Saliman Road Pavement Preservation Project**

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

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

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

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

### 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.



# 21300299 (PWP# CC-2022-265) Addendum 1

## RaPiD Construction, Inc.

### Supplier Response

#### Event Information

Number: 21300299 (PWP# CC-2022-265) Addendum 1  
Title: Saliman Road Pavement Preservation Project  
Type: Invitation for Bid  
Issue Date: 3/15/2022  
Deadline: 4/12/2022 11:00 AM (PT)  
Notes: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Saliman Road Pavement Preservation Project. The project includes but is not limited to removal of existing striping, PCC sidewalk and curb ramp replacement, pavement patching, application of Rapid Setting Slurry Seal and striping of Saliman Road between Colorado Street and Koontz Lane. **Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.**

Engineer's Estimate: \$335,000

This is deemed a **HORIZONTAL** project.

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Email: cakers@carson.org



# RaPiD Construction, Inc. Information

Address: PO Box 21503  
Carson City, NV 89721  
Phone: (775) 883-4269  
Email: rapidconstr@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Danny Selmi  
Signature

rapidconstr@aol.com  
Email

Submitted at 4/12/2022 12:50:09 PM

## Response Attachments

### Saliman Road Pavement Preservation Project 4-12-2022.pdf

Bid Packet from RaPiD Construction

### SALIMAN CHECKLIST.pdf

Workforce Checklist

## Bid Lines

<b>1</b>	<b>Package Header</b>		
Schedule A: Base Bid Items			
Quantity: <u>  1  </u> UOM: <u> EA </u>		Total:	\$375,573.00
<b>Package Items</b>			
<b>1.1 Mobilization/Demobilization</b>			
Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$46,000.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$46,000.00</span>
<b>1.2 Traffic Control</b>			
Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$40,885.50</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$40,885.50</span>
<b>1.3 Stormwater Pollution Prevention</b>			
Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$2,500.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$2,500.00</span>
<b>1.4 Remove AC Pavement and Base Material – Patch and Roadway</b>			
Quantity: <u> 1450 </u>	UOM: <u> SF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$4.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$5,800.00</span>
<b>1.5 Remove P.C.C. Sidewalk/Curb Ramp</b>			
Quantity: <u> 1000 </u>	UOM: <u> SF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$8.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$8,000.00</span>
<b>1.6 Remove P.C.C. Curb &amp; Gutter</b>			
Quantity: <u>  30 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$15.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$450.00</span>
<b>1.7 Remove P.C.C. Spandrel/Valley Gutter</b>			
Quantity: <u> 1600 </u>	UOM: <u> SF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$6.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$9,600.00</span>
<b>1.8 Remove Storm Drain Inlet, Patch Existing 36" RCP Pipe</b>			
Quantity: <u>  1  </u>	UOM: <u> EA </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$5,000.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$5,000.00</span>

1.9 Adjust Irrigation/Landscape Restoration

Quantity: 1 UOM: LS Unit Price:  Total:

1.10 Type 3-Modified Rapid Setting Slurry

Quantity: 9800 UOM: SY Unit Price:  Total:

1.11 Double Fiber Rapid Setting Slurry, Type 2 Over Type 3-Modified

Quantity: 16900 UOM: SY Unit Price:  Total:

1.12 Construct Full Depth Pavement Patch

Quantity: 1450 UOM: SF Unit Price:  Total:

1.13 Construct P.C.C. Sidewalk Type A

Quantity: 430 UOM: SF Unit Price:  Total:

1.14 Construct P.C.C. Curb Ramp

Quantity: 950 UOM: SF Unit Price:  Total:

1.15 Construct P.C.C. Curb & Gutter Type 1

Quantity: 90 UOM: LF Unit Price:  Total:

1.16 Construct P.C.C. Spandrel/Valley Gutter

Quantity: 1350 UOM: SF Unit Price:  Total:

1.17 Install Type 4-R Catch Basin

Quantity: 1 UOM: EA Unit Price:  Total:

1.18 Install 15" RCP Storm Drain Pipe

Quantity: 5 UOM: LF Unit Price:  Total:

1.19 Paint 4" White Solid Stripe

Quantity: 200 UOM: LF Unit Price:  Total:

1.20 Paint 4" White Dotted Stripe

Quantity: 100 UOM: LF Unit Price:  Total:

1.21 Paint 4" White Broken Stripe

Quantity: 4250 UOM: LF Unit Price:  Total:

1.22 Paint 6" White Solid Stripe

Quantity: 7650 UOM: LF Unit Price:  Total:

1.23 Paint 6" White Dotted Stripe

Quantity: 450 UOM: LF Unit Price:  Total:

1.24 Paint 8" White Solid Stripe

Quantity: 250 UOM: LF Unit Price:  Total:

1.25 Paint 24" White Stop Bar

Quantity: 225 UOM: LF Unit Price:  Total:

1.26 Paint 24" White Crosswalk Marking

Quantity: 820 UOM: LF Unit Price:  Total:

1.27 Paint White Turn Arrow

Quantity: 13 UOM: EA Unit Price:  Total:

**1.28** Paint White Bike Lane Symbol

Quantity: 14 UOM: EA Unit Price:  Total:

**1.29** Paint White Yield Bar

Quantity: 34 UOM: EA Unit Price:  Total:

**1.30** Paint White "Only" Legend

Quantity: 2 UOM: EA Unit Price:  Total:

**1.31** Paint 4" Double Yellow Solid-Broken Stripe

Quantity: 4000 UOM: LF Unit Price:  Total:

**1.32** Paint 4" Double Yellow Solid Stripe

Quantity: 2450 UOM: LF Unit Price:  Total:

**Response Total: \$375,573.00**

# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned RaPiD Construction, Inc., as "Principal," and Fidelity and Deposit Company of Maryland, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Ten Percent of Bid dollars (\$ 10% of Bid ) 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 # **21300299**, PWP # CC-2022-265, for the Project Title: "**Saliman Road Pavement Preservation Project**".

NOW, THEREFORE,

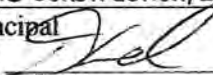
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents 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,

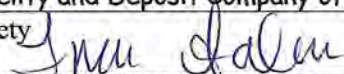
then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein 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: April 8, 2022

RaPiD Construction, Inc.  
Principal  
By: 

Fidelity and Deposit Company of Maryland  
Surety  
By:   
Tina Salas, Attorney-In-Fact

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento

On 4-8-2022 before me, Nicki Moon, Notary Public  
(insert name and title of the officer)

personally appeared Tina Salas  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicki Moon (Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Nicki MOON, Rosalie A. MISZKIEL, David WEISE, Lynn Ellen PATTON and Tina SALAS, all of Rancho Cordova, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of April, A.D. 2020.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 10th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of April, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

# BID PROPOSAL

Exhibit A

**BID# 21300299**

**BID TITLE: "Saliman Road 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 BIDDER INFORMATION:

Company Name:	Rapid Construction Inc
Federal ID No.:	88-03783104
Mailing Address:	PO BOX 21503
City, State, Zip Code:	Carson City NV 89721
Complete Telephone Number:	(775) 883-4269
Complete Fax Number:	(775) 883-4289
Fax Number including area code:	(775) 883-4289
E-mail:	rapidconstr@aol.com

Contact Person / Title:	Danny Selmi, President
Mailing Address:	PO BOX 21503
City, State, Zip Code:	Carson City NV 89721
Complete Telephone Number:	(775) 883-4269
Complete Fax Number:	(775) 883-4289
E-mail Address:	rapidconstr@aol.com



# BID PROPOSAL

## BP.2 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0046256
License Classification(s): A
Limitation(s) of License: \$6,500,000
Date Issued: 2/28/1998
Date of Expiration: 2/28/2023
Name of Licensee: RAPID Construction
Carson City Business License Number: BL-003077-2020
Date Issued: 1/11/2022
Date of Expiration: 12/31/2022
Name of Licensee: RAPID Construction Inc

## BP.3 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

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

# BID PROPOSAL

**Corporation:**

State in which Company is Incorporated: <u>Nevada</u>
Date Incorporated: <u>10/1/1997</u>
Name of Corporation: <u>RAPID Construction Inc</u>
Mailing Address <u>PO Box 21503</u>
City, State, Zip Code: <u>Carson City NV 89721</u>
Telephone Number: <u>(775) 883-4209</u>
President's Name: <u>Danny Selmi</u>
Vice-President's Name: <u>Domenic Selmi + Perry J Burch</u>
Other 1) Name & Title: <u>Perry S. Burch, Secretary/Treasurer</u>

**BP.4 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) <u>Danny Selmi</u> Title 1) <u>Superintendent</u>	<u>25</u>
Name 2) <u>Perry S. Burch</u> Title 2) <u>Superintendent</u>	<u>25</u>
Name 3) Title 3)	
Name 4) Title 4)	
Name 5) Title 5)	
Name 6) Title 6)	

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

# BID PROPOSAL

## BP.5 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)

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

# BID PROPOSAL

Exhibit A

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES****Humboldt-Lander (North) Waterline Replacement**

Location: Reno NV

Project Manager: Danny Selmi

Owner: Truckee Meadows Water Authority

Contact: Shelley Huxhold

Phone: (775) 834-8056

Email: shuxhold@tmwa.com

Address: 1355 Capital Blvd Reno NV 89502

Engineer: Owner

Contact: Steve Volk

Phone: (775) 848-3083

Email: svolk@tmwa.com

Address: 1355 Capital Blvd Reno NV 89502

Description: Replacement of 2,000 LF of aging watermain with 6" ductile iron, reconnect services and complete tieovers together with all valves, taps, reconnections and appurtenances.

Contract Amount: \$625,000.00

Start Date: 11/23/2021

Date Completed: 3/18/2022

**Mason Valley Hatchery Raceway Slope Stabilization & Drainage Project**

Location: Yerington, NV

Project Manager: Perry Burch

Owner: State of Nevada Department of Wildlife

Contact: Cynthia Prasad

Phone: (775) 688-1526

Email: cprasad@ndow.org

Address: 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511

Engineer: Owner

Contact: Robert Ragar

Phone: (775) 688-1564

Email: bragar@ndow.org

Address: 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511

Description: Repair and replacement of embankment, erosion control fabric, riprap and the installation of a new drainage system including drainage inlets and accompanying piped network.

Contract Amount: 290,582.00

**Country Club Heights Erosion Control Project (Phase III)**

Location: Meyers, CA

Project Manager: Perry Burch

Owner: El Dorado County Department of Transportation

Contact: Daniel Kikkert

Phone: (530) 573-7914

Email: dan.kikkert@edc.gov

**RAPID CONSTRUCTION INC**

**EXPERIENCE/REFERENCES**

Address: 924 B Emerald Bay Rd South Lake Tahoe, CA 96150

Engineer: Owner

Contact:

Phone:

Email:

Address:

Description: Water quality and restoration improvements including an infiltration basin, removal of fill material, culverts, concrete spillway and decomposed granite multiuse path.

Contract Amount: \$553,147.00

Start Date: 8/16/2021

Date Completed: 10/20/2021

District Pipeline Replacement 2021

Location: Truckee CA

Project Manager: Danny Selmi

Owner: Truckee Donner Public Utilities District

Contact-Regina Cooley

Phone: (530) 582-3913

Email: reginacooley@tdpud.org

Address: 11570 Donner Pass Rd Truckee, CA 96161

Engineer: Owner

Contact: Neil Kaufman

Phone:

Email: neilkaufman@tdpud.org

Description: Construction of 3,725 feet of 8-inch pipeline, 800 feet of water service lateral, water meter boxes, fire hydrants and laterals, and ancillary items such as fittings, valves, locator wire, marking tape and other appurtenances.

Contract Amount: \$1,140,832.50

Start Date: 6/1/2021

Date Completed: 10/7/2021

Water Tank Altitude Valve Installation

Location: Silver Springs, NV

Project Manager: Perry Burch

Owner: TRI General Improvement District

Contact: Tracy Black

Phone: (775) 742-2127

Email: tblack@tri-gid.org

Address: 1705 Peru Drive, Suite 104 McCarran, Nevada 89437

Engineer: Farr West Engineering

Contact: Alex Stodmeister

Phone: 775-851-4788

Email: alex@farrwestengineering.com

Address: 5510 Longley Lane Reno, NV 89511

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES**

Description: Installation of two pre-purchased altitude valve vaults and accompanying appurtenances. Work will also include the installation of approximately 275 feet of 10-inch water main.

Contract Amount: \$159,951.00

Start Date: 4/19/2021

Date Completed: 5/20/2021

Phase 2 Water System Improvements, Mason Valley Wildlife Management Area

Location: Mason Valley, NV

Project Manager: Perry Burch

Owner: State of Nevada, Public Works Division

Contact: Ken Scarbrough

Phone: (775) 684-5893

Email: kscarbrough@admin.nv.gov

Address: 515 E Musser, Suite 102 Carson City, NV 89701

Engineer: Same as Owner

Contact:

Phone:

Email:

Address:

Description: Pump installation, water system improvements and well house improvements.

Contract Amount \$173,131.00

Start Date: 3/10/2021

Date Completed:

2019 Cady Springs Pump Station Completion

Location: Susanville, CA

Project Manager: Danny Selmi

Owner: City of Susanville

Contact: Daniel Newton

Phone: 530-257-1045

Email: dnewton@cityofsusanville.org

Address: 720 South Street Susanville, CA 96130

Engineer: Same as Owner

Contact:

Phone:

Email:

Address:

Description: Installation of water pump station with miscellaneous electrical, mechanical and utility work.

Contract Amount: \$2,333,022.19

Start Date: 11/6/2019

End Date: 2/6/2021

2020 Watermain Replacement and Fire Flow Enhancement Project

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES**

Location: Incline Village, NV

Project Manager: Perry Burch

Owner: Incline Village General Improvement District

Contact: Ronnie Rector

Phone: 775-832-1267

Email: Ronnie\_rector@ivgid.com

Address: 1220 Sweetwater Rd Incline Village, NV 89451

Engineer: Incline Village General Improvement District

Contact: Michael Lafrancois

Phone: 775-832-1274

Email: mtl@ivgid.org

Address: 1220 Sweetwater Rd Incline Village NV 89451

Description: Replacing 1,400 LF of existing 8" OD Steel watermain with 8" DR-14 PVC or Class 350 DIP watermain in Washoe County ROW. Connect to 19 existing domestic service lines. Connect to existing 8" watermain in Washoe County ROW. Construct 4 fire hydrant assemblies. Salvage 2 fire hydrants.

Contract Amount: \$476,624.50

Start Date: 7/27/2020

End Date: 10/9/2020

Mason Valley Hatchery Well H-1 and Pipeline Improvements

Location: Mason Valley, NV

Project Manager: Perry Burch

Owner: Nevada Department of Wildlife

Contact: Zeida Albert

Phone: 775-688-1526

Email: zalbert@ndow.org

Address: 6980 Sierra Center Parkway Suite #120 Reno, NV 89511

Engineer: Nevada Department of Wildlife

Contact: Rodd Lighthouse

Phone: 775-745-4034

Email: rlighthouse@ndow.org

Address: 6980 Sierra Center Parkway Suite #120 Reno, NV 89511

Description: Complete construction of well H-1, including providing and installing pump and installing motor provided by NDOW. Construct power from main pump house to well H-1. Construct water distribution pipeline from well H-1 to hatchery building tie-in point, as well as stub out to future well H-2.

Contract Amount: \$460,789.00

Start Date: 5/21/2020

End Date: 8/8/2020

Incline Park Improvements Ballfield Renovations

Location: Incline Village Middle School

Project Manager: Perry Burch



**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES**

Owner: Incline Village General Improvement District

Contact: Ronnie Rector

Phone: 775-832-1267

Email: [Ronnie\\_rector@ivgid.com](mailto:Ronnie_rector@ivgid.com)

Address: 1220 Sweetwater Rd Incline Village, NV 89451

Engineer: Incline Village General Improvement District

Contact: Michael Lafrancois

Phone: 775-832-1274

Email: [mtl@ivgid.org](mailto:mtl@ivgid.org)

Address: 1220 Sweetwater Rd Incline Village NV 89451

Description: Improvements to Field #3 located near the Incline Village Middle School. Including replacement of existing dugouts with new prefabricated structures; backstop baseboard repairs; replacement of electric scoreboard; replacement netted batting tunnel; installation of sand based rootzone infield; replacement outfield fencing at Field #3; warning track modification & drainage improvements.

Contract Amount: \$1,415,003.56

Start Date: 7/1/2019

End Date: 4/8/2021

Effluent Storage Pond Embankment Repair and Baffle Curtains Project

Location: Douglas County, NV

Project Manager: Perry Burch

Owner: Douglas County Public Works

Contact: Rick Robillard

Phone: 775-782-6274

Email: [rrobillard@douglasnv.us](mailto:rrobillard@douglasnv.us)

Address: 1120 Airport Rd Bldg F-2 Minden, NV 89423

Engineer: Same as Owner

Contact:

Phone:

Description: The project consists of clearing and grubbing the effluent storage embankment, effluent storage embankment slope repair, filter fabric installation on the effluent storage embankment, riprap armor rock on the effluent storage embankment. The project also includes the construction and installation of two effluent storage pond HDPE curtain baffles with winches and anchorage.

Contract Amount: \$474,918.00

Start Date: 10/1/2019

Date Completed: 12/30/2019

Water System Improvements, Mason Valley WMA and Fish Hatchery

Location: Mason Valley, NV

Project Manager: Danny Selmi

Owner: State of Nevada Public Works Division

Contact: Brian Wacker

Phone: 775-684-4116

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES**

Email: bwacker@admin.nv.gov

Address: 515 East Musser Street Suite 102, Carson City, NV 89701

Engineer: Same as Owner

Contact:

Phone:

Description: Construct approximately 5,150 lineal feet of 4-inch C900 PVC waterline to connect the recently constructed water well at the Fish Hatchery to the Headquarters. Also associated with this work are piping modifications & installation of a water treatment system in the Fish Hatchery Pumphouse, repair and construction of fire hose cabinets, installation of backflow assemblies, construction of smaller diameter waterlines at the Headquarters and other miscellaneous improvements.

Contract Amount: \$424,708.30

Start Date: 8/1/2019

Date Completed: 11/30/2019

#### Sewer Station D-4 Easement BMP and Stabilization Improvements

Location: North Lake Tahoe

Project Manager: Danny Selmi

Owner: North Tahoe Public Utility District

Contact: David T. Berry

Phone:

Email: DBerry@ntpud.org

Address: 875 National Avenue, Tahoe Vista, CA 96148

Engineer: Same as Owner

Contact:

Phone:

Description: Includes site preparation, installation of water quality control measures, and improves access to one of the District's sewer pump stations

Contract Amount: \$103,348.58

Start Date: 9/15/2019

Date Completed: 11/5/2019

#### Civil Improvement Plans Glenbrook Waterline Project

Location: Glenbrook, NV

Project Manager: Perry Burch

Owner: Glenbrook Water Cooperative

Contact: Tim Russell

Phone: 775-883-7077

Engineer: Lumos & Associates

Contact: Tim Russel

Phone: 775-883-7077

Email: trussell@lumosinc.com

Address: 228 Old Hwy 50 Glenbrook, NV 89413

Description: The primary scope of work is the installation of new waterlines within the Glenbrook area. This includes approximately 3520 linear feet of 8-inch water, 9 mainline valves, 6 hydrant assemblies, miscellaneous fittings and services, BMP installation, revegetation, AC patching and other related work as outlined in the bid form and bid item summary.

Contract Amount: \$753,133.43

Start Date: 7/1/2019

Date Completed: 11/5/2019

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES****Lemmon Valley Estates Drainage Channel Improvements Project**

Location: Lemmon Valley

Project Manager: Danny Selmi

Owner: Washoe County Community Services Department

Contact: Megan Sizelove

Phone: 775-328-2316

Email: MSizelove@washoecounty.us

Address: 1001 E. 9<sup>th</sup> Street, Reno, Nevada 89520

Engineer: Same as Owner

Contact:

Phone:

Description: Construction includes but is not limited to, grading of channel to reestablish proper alignment and drainage, installation of geotextile fabric and placement of riprap along its entirety.

Contract Amount: \$426,129.20

Start Date: 6/1/2019

Date Completed: 7/31/2019

**Loch Levon and Steelhead Water Main Replacement**

Location: Tahoe Vista, CA

Project: Danny Selmi

Owner: North Tahoe Public Utility District

Contact: Steve Twomey

Phone: 530-553-5432

Email: STwomey@ntpud.org

Address: 875 National Ave, Tahoe Vista, CA 96148

Engineer: Same as Owner

Contact:

Phone:

Description: Installation of approximately 5,500 linear feet for 8inch water main and appurtenances, installation of fire hydrants, new service connections and pavement restoration on Loch Levon and Steelhead St in Kings Beach, CA.

Contract Amount: \$2,120,305.85

Start Date: 5/1/2018

Date Completed- 7/31/2019

**Ralston Street – University to 9th 10- Inch Main Replacement**

Location: Reno, NV

Project: Danny Selmi

Owner: Truckee Meadows Water Authority

Contact: Steve Volk

Phone: 775-834-8024

Email: svolk@tmwa.com

Address: 1355 Capital Boulevard, Reno, Nevada 89520

Engineer: Same as Owner

Contact:

Phone:

**RAPID CONSTRUCTION INC****EXPERIENCE/REFERENCES**

Description: The work consists of trenching, excavation and backfill for approximately 500-feet of 10-inch water main and service line replacements and reconnections. Traffic control and temporary hot-mix pavement. Grout filling of mains to be abandoned in-place.

Contract Amount: \$173,390.94

Start Date: 4/22/2019

Date Completed: 6/20/2019

**Gilmore, Polaris and Ridgeway Waterline Replacement Project**

Location: El Dorado County

Project Manager: Perry Burch

Owner: El Dorado Irrigation District

Contact- Patrick Wilson

Phone: 530-642-4079

Email: pwilson@eid.org

Address: 2890 Mosquito Road Placerville, CA 95667

Engineer: Same as Owner

Contact:

Phone:

Description: Installing new distribution piping, fire hydrants, and metered water services within Gilmore Rd, Polaris St. Ridgeway Dr. and other minor streets.

Contract Amount: \$3,270,023.13

Start Date: 6/14/2017

Date completed 12/2/2018

**Kahle Basin Water Quality Project**

Location: Kahle Drive

Project Manager: Perry Burch

Owner: Nevada Tahoe Conservation District

Contact: Meghan Kelly

Phone: 775-586-1610 ext. 30

Address: 400 Dorla Court, Zephyr Cove, NV 89448

Engineer: Same as Owner

Contact:

Phone:

Description: Install storm water conveyance pipe, manholes, wet basin, concrete block forebay, and associated inlets and outlets. Remove and dispose of existing improvements. Provide temporary erosion control and perform traffic control.

Contract Amount: \$1,105,736.11

Start Date: 8/1/2018

Date completed 11/28/2018

**CSA 7 & CSA 18 Water System Repair Project**

Location: Lake County

Project Manager: Danny Selmi

Owner: Lake County Special Districts

Contact: Scott Harter

Phone: 707-263-0119

Email: scott.harter@lakecountyca.gov

Address: 230 N Main Street, Lakeport CA 95453

**RAPID CONSTRUCTION INC**

**EXPERIENCE/REFERENCES**

Engineer: Same as Owner

Contact:

Phone:

Description: Installing 10,500 linear feet of 6" C-900 pipe and associated valve assemblies, fire hydrant assemblies, blow-off assemblies and ARV assemblies within Bonanza Springs and Starview.

Contract Amount: \$1,797,203.25

Start Date: 4/3/2017

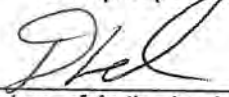
Date Completed: 11/3/2017



# BID PROPOSAL

**BP. 6 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  
 Danny Selmi  
 \_\_\_\_\_  
 Printed Name

President  
 \_\_\_\_\_  
 Title  
 4/11/2022  
 \_\_\_\_\_  
 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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	.70	16.41
2020	.70	0

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

<sup>2</sup> 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.7 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 Rapid Construction Inc		Address 3072 Research Way #54 Carson City NV 89706	
Phone 775-883-4269	Nevada Contractor License # 00410256	Limit of License \$6,500,000	
Description of work Paving, Demolition, grading + all work not otherwise listed			
Name of Subcontractor Valley Concrete Co Inc		Address 601 S. 15th St Sparks NV 89431	
Phone 775-329-0656	Nevada Contractor License # 8097A + 27598	Limit of License unlimited	
Description of work Concrete			
Name of Subcontractor Sierra Nevada Construction Inc		Address 2055 E Fireq Street Sparks NV 89431	
Phone 775-355-0420	Nevada Contractor License # 0025565	Limit of License unlimited	
Description of work Slurry seal + striping			
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.8 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 RAPID Construction Inc		Address 3072 Research Way #54 Carson City NV 89706	
Phone 775-883-4269	Nevada Contractor License # 0046250	Limit of License \$1,500,000	
Description of work Paving, Demolition, grading + all work not otherwise listed			
Name of Subcontractor Valley concrete Co Inc		Address 601 S. 15th St Sparks NV 89431	
Phone 775-329-0650	Nevada Contractor License # 8697A + 27598	Limit of License unlimited	
Description of work Concrete			
Name of Subcontractor Sierra Nevada Construction Inc		Address 2055 E. Fred St Sparks NV 89431	
Phone 775-355-0420	Nevada Contractor License # 0025565	Limit of License unlimited	
Description of work Slurry Seal + striping			
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. 9 INSTRUCTIONS:** for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

# BID PROPOSAL

## Local Preference Affidavit (This form is required to receive a preference in bidding)

I, Danny Selmi, on behalf of the Contractor, Rapid Construction Inc, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 21300299, Project Name "Saliman Road Pavement Preservation Project", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Rapid 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. 147 and NRS 338.1389:

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: Danny Selmi Title: President

Signature: [Signature] Date: 4/11/2022

Signed and sworn to (or affirmed) before me on this 11<sup>th</sup> day of April, 2022,

by Danny Selmi (name of person making statement).

State of Nevada )

)ss.  
County of Carson City

[Signature] 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  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113, (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-03-03-25-0244**

**RAPID CONSTRUCTION INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0046256** ORIGINAL ISSUE DATE: **02/26/1998** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **\$6,500,000** 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. 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 **MARCH 1, 2022** AND EXPIRES ON **FEBRUARY 28, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      3/19/2022  
FOR MARGI A. GREIN, EXECUTIVE OFFICER      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 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. 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.10 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
COUNTY OF Carson city ) SS

I Danny Selmi (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 "Saliman Road Pavement Preservation Project", contract number **21300299**, 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: Danny Selmi  
TITLE: President  
FIRM: Rapid Construction Inc  
Address: 3072 Research Way #54  
City, State, Zip: Carson City NV 89706  
Telephone: (775) 883-4269  
Fax: (775) 883-4289  
E-mail Address: rapidconstr@aol.com

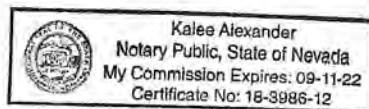
*D Selmi*  
(Signature of Bidder)

DATED: 4/11/2022

Signed and sworn (or affirmed) before me on this 11<sup>th</sup> day of April, 2022, by

Danny Selmi  
*Kelthel*  
(Signature of Notary)

(Notary Stamp)





**Carson City Business License Division**

108 E. Proctor Street  
Carson City, NV 89701  
(775) 887-2105 - Hearing Impaired: 711  
buslic@carson.org

**BUSINESS LICENSE CERTIFICATE**

**Business Name:** RaPiD Construction Inc

**Business Location:** 3072 RESEARCH WY #54  
Carson City, NV

**Owner:** Randy Selmi

**License Number:** BL-003077-2020

**Issued Date:** 1/1/2022

**Expiration Date:** 12/31/2022

**Mailing Address:** 3072 RESEARCH WY #54  
Carson City, NV

**License Type:** Business License

**Classification:** Contractors

**Fees Paid:** \$78.75

Thank you for choosing to operate your business in Carson City.

Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE RAPID CONSTRUCTION, INC.

**Nevada Business Identification # NV19971282975**  
**Expiration Date: 10/31/2022**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B202110262099879  
You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 10/26/2021.

BARBARA K. CEGAVSKE  
Secretary of State

www.nscb.nv.gov

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**RAPID CONSTRUCTION INC**

Licensed since February 26, 1998

License No. **0046256**

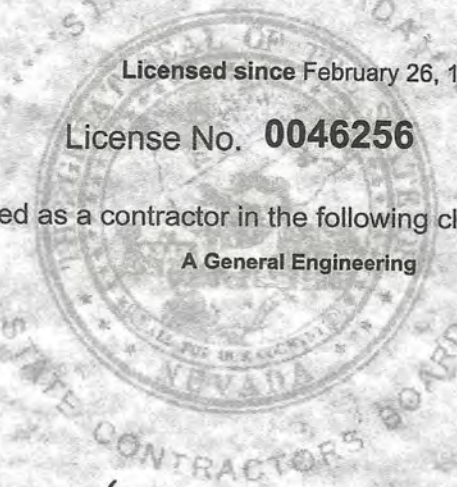
Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

DANNY SELMI, President, QI  
PERRY BURCH, Secretary/Treasurer

**A General Engineering**

LIMIT: \$6,500,000  
EXPIRES: 02/28/2023



*Kat Ay*  
\_\_\_\_\_  
Chair, Nevada State Contractors Board

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**BID# 21300299 Saliman Road Pavement Preservation****Project Date and Time of Opening 4/12/2022 @ 11:30am**

Line #	Description	QTY	UOM	RaPiD Construction, Inc.		Sierra Nevada Construction, Inc.	
				Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$46,000.00	\$46,000.00	\$20,000.00	\$20,000.00
1.2	Traffic Control	1	LS	\$40,885.50	\$40,885.50	\$58,272.00	\$58,272.00
1.3	Stormwater Pollution Prevention	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
1.4	Remove AC Pavement and Base Material – Patch and Roadway	1450	SF	\$4.00	\$5,800.00	\$7.00	\$10,150.00
1.5	Remove P.C.C. Sidewalk/Curb Ramp	1000	SF	\$8.00	\$8,000.00	\$8.00	\$8,000.00
1.6	Remove P.C.C. Curb & Gutter	30	LF	\$15.00	\$450.00	\$40.00	\$1,200.00
1.7	Remove P.C.C. Spandrel/Valley Gutter	1600	SF	\$6.00	\$9,600.00	\$10.00	\$16,000.00
1.8	Remove Storm Drain Inlet, Patch Existing 36" RCP Pipe	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
1.9	Adjust Irrigation/Landscape Restoration	1	LS	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
1.10	Type 3-Modified Rapid Setting Slurry	9800	SY	\$3.25	\$31,850.00	\$2.50	\$24,500.00
1.11	Double Fiber Rapid Setting Slurry, Type 2 Over Type 3-Modified	16900	SY	\$5.25	\$88,725.00	\$4.50	\$76,050.00
1.12	Construct Full Depth Pavement Patch	1450	SF	\$21.00	\$30,450.00	\$13.00	\$18,850.00
1.13	Construct P.C.C. Sidewalk Type A	430	SF	\$24.00	\$10,320.00	\$33.00	\$14,190.00
1.14	Construct P.C.C. Curb Ramp	950	SF	\$22.00	\$20,900.00	\$43.00	\$40,850.00
1.15	Construct P.C.C. Curb & Gutter Type 1	90	LF	\$72.00	\$6,480.00	\$130.00	\$11,700.00
1.16	Construct P.C.C. Spandrel/Valley Gutter	1350	SF	\$15.00	\$20,250.00	\$40.00	\$54,000.00
1.17	Install Type 4-R Catch Basin	1	EA	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
1.18	Install 15" RCP Storm Drain Pipe	5	LF	\$80.00	\$400.00	\$800.00	\$4,000.00
1.19	Paint 4" White Solid Stripe	200	LF	\$1.50	\$300.00	\$1.00	\$200.00
1.20	Paint 4" White Dotted Stripe	100	LF	\$1.50	\$150.00	\$1.00	\$100.00
1.21	Paint 4" White Broken Stripe	4250	LF	\$0.30	\$1,275.00	\$0.30	\$1,275.00
1.22	Paint 6" White Solid Stripe	7650	LF	\$1.25	\$9,562.50	\$0.75	\$5,737.50
1.23	Paint 6" White Dotted Stripe	450	LF	\$1.25	\$562.50	\$0.75	\$337.50
1.24	Paint 8" White Solid Stripe	250	LF	\$1.50	\$375.00	\$1.00	\$250.00
1.25	Paint 24" White Stop Bar	225	LF	\$6.50	\$1,462.50	\$4.00	\$900.00
1.26	Paint 24" White Crosswalk Marking	820	LF	\$6.50	\$5,330.00	\$4.00	\$3,280.00
1.27	Paint White Turn Arrow	13	EA	\$60.00	\$780.00	\$50.00	\$650.00
1.28	Paint White Bike Lane Symbol	14	EA	\$250.00	\$3,500.00	\$150.00	\$2,100.00
1.29	Paint White Yield Bar	34	EA	\$35.00	\$1,190.00	\$22.50	\$765.00
1.30	Paint White "Only" Legend	2	EA	\$150.00	\$300.00	\$100.00	\$200.00
1.31	Paint 4" Double Yellow Solid-Broken Stripe	4000	LF	\$1.50	\$6,000.00	\$1.00	\$4,000.00
1.32	Paint 4" Double Yellow Solid Stripe	2450	LF	\$1.50	\$3,675.00	\$1.00	\$2,450.00
				<b>\$375,573.00</b>		<b>\$394,007.00</b>	

**Carson City is recommending award to Rapid Construction and is tentatively scheduled for approval and award at the May 11, 2022 Regional Transportation Commission meeting.**

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## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Silver Sage Drive Pavement Preservation Project (“Project”) and to award Contract No. 21300300 for the Project to SNC for a total not to exceed amount of \$602,707.00.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the Project which makes improvements to Silver Sage Drive between Colorado Street and the Koontz Lane, which includes pavement preservation and construction of new sidewalk, curb, gutter, catch basins and curb ramps. The not to exceed amount of \$602,707.00 includes the bid amount of \$574,007.00, plus a 5% contingency amount of \$28,700. The engineer’s estimate was \$475,000 for the base bid.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### Proposed Motion

I move to award the contract as presented.

### Background/Issues & Analysis

This is a pavement preservation project (Type 3 Modified Slurry Seal) for Silver Sage Drive between Koontz Lane and Colorado Street. It also includes work at the intersection of Colorado Street and Roop Street, minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops, and minor storm drain improvements to curb and gutter as well as catch basins within the Project limits. The Project is located within Performance District 4.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on March 15, 2022. Two bids were opened at approximately 11:30 a.m. on April 12, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Courtney Melhaff, Kate Allen and Brian Elder, Carson City Public Works; Domenic Selmi, Rapid Construction; Darcy Carpenter, SNC; Wes Sosa, Intermountain Slurry Seal, Inc.; and Carol Akers, Carson City Purchasing and Contracts Administrator.

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

### Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project # P303522003, Regional Transportation fund, Capital Improvements / 2503035-507010; and Stormwater fund, Capital Improvements / 5053705-507010

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Improvements account / 2503035-507010 will be reduced by \$541,000 and has a current project budget of \$575,146, and the Stormwater fund, Capital Improvements account / 5053705-507010 will be reduced by \$62,000 and has a current project budget of \$62,000.

**Alternatives**

Do not approve the contract and provide alternate direction to staff.

**Supporting Material**

- Exhibit-1: Draft Contract No. 21300300
- Exhibit-2: Contract No. 21300300 Bid Tabulation Report

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 21300300**

**Title: Silver Sage Pavement Preservation Project**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) 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. 21300300**, titled **Silver Sage 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. 21300300 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 through the Carson City Website: [www.carson.org](http://www.carson.org).

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: 21300300

Title: Silver Sage 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](http://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 89432  
775-35-0420  
[bids@snc.biz](mailto: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](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Five Hundred Seventy Four Thousand Seven Dollars and 00/100 (\$574,007.00).

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## 6.5 Time to Correct (Declared Default or Breach):

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

## 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

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(Construction Independent Contractor Agreement)

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(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.

8.2 If the CITY was required by NRS 332.065(4) 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

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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 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

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

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

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

### 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

### 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

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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.

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

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

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15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

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

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

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

## 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

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

## 16. BUSINESS LICENSE:



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300300

## Title: Silver Sage Pavement Preservation Project

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

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

### 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

### 18. WAIVER OF BREACH:

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

### 19. SEVERABILITY:

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

### 20. ASSIGNMENT / DELEGATION:

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

### 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300300

Title: Silver Sage Pavement Preservation Project

## 22. PUBLIC RECORDS:

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

## 23. CONFIDENTIALITY:

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

## 24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **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.

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 25. LOBBYING:

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 21300300**

**Title: Silver Sage Pavement Preservation Project**

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(18), 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**

**Contract No: 21300300**

**Title: Silver Sage Pavement Preservation Project**

**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.

**CARSON CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto: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# 21300300  
Project# P303522003  
Account # 2503035-507010  
5053705-507010**

By: \_\_\_\_\_

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300300**

**Title: Silver Sage Pavement Preservation Project**

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

**CONTRACTOR**

**BY:** Kevin L. Robertson

**TITLE:** President

**FIRM:** Sierra Nevada Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-002775

**NEVADA CONTRACTORS LICENSE #:** 0025565

**Address:** P.O. Box 50760

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

**Telephone:** 775-355-0420

**E-mail Address:** [bids@snc.biz](mailto:bids@snc.biz)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300300**

**Title: Silver Sage Pavement Preservation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300300** and titled **Silver Sage Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11<sup>th</sup> day of May, 2022

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 11<sup>th</sup> day of May, 2022

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

**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# 21300300** and titled **Silver Sage 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.





# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

(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 **21300300** and titled **Silver Sage 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.

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 21300300** and titled **Silver Sage Pavement Preservation Project**

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

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

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## 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.



## 21300300 (PWP# CC-2022-265) Addendum 1

### Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 21300300 (PWP# CC-2022-265) Addendum 1  
Title: Silver Sage Drive Pavement Preservation Project  
Type: Invitation for Bid  
Issue Date: 3/15/2022  
Deadline: 4/12/2022 11:00 AM (PT)  
Notes: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Silver Sage Drive Pavement Preservation Project. The project includes but is not limited to removal of existing striping, PCC sidewalk and curb ramp replacement, pavement patching, application of Rapid Setting Slurry Seal and striping of Silver Sage Road between Colorado Street and Koontz Lane. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. *All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.*

Engineer's Estimate: \$475,000

This is deemed a **HORIZONTAL** project.

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Email: cakers@carson.org

# Sierra Nevada Construction, Inc. Information

Contact: Chief Estimator  
 Address: P.O. Box 50760  
 Sparks, NV 89435  
 Phone: (775) 355-0420  
 Fax: (775) 355-0535  
 Email: bids@snc.biz  
 Web Address: www.snc.biz

By submitting your response, you certify that you are authorized to represent and bind your company.

Kevin L. Robertson  
 Signature

bids@snc.biz  
 Email

Submitted at 4/12/2022 10:59:12 AM

## Response Attachments

### Proposal.pdf

Proposal

## Bid Lines

<b>1</b>	<b>Package Header</b>			
	Schedule A: Base Bid Items			
	Quantity: <u>  1  </u>	UOM: <u> EA </u>	Total:	<u> \$574,007.00 </u>
	<b>Package Items</b>			
	<b>1.1 Mobilization/Demobilization</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$35,000.00 </u>	Total: <u> \$35,000.00 </u>
	<b>1.2 Traffic Control</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$44,269.50 </u>	Total: <u> \$44,269.50 </u>
	<b>1.3 Stormwater Pollution Prevention</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$2,000.00 </u>	Total: <u> \$2,000.00 </u>
<b>1.4 Remove AC Pavement and Base Material</b>				
Quantity: <u> 9750 </u>	UOM: <u> SF </u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$58,500.00 </u>	
<b>1.5 Remove P.C.C. Sidewalk/Curb Ramp</b>				
Quantity: <u> 1950 </u>	UOM: <u> SF </u>	Unit Price: <u> \$11.00 </u>	Total: <u> \$21,450.00 </u>	
<b>1.6 Remove P.C.C. Curb &amp; Gutter</b>				
Quantity: <u>  500 </u>	UOM: <u> LF </u>	Unit Price: <u> \$41.00 </u>	Total: <u> \$20,500.00 </u>	
<b>1.7 Remove Catch Basin</b>				
Quantity: <u>  5  </u>	UOM: <u> EA </u>	Unit Price: <u> \$1,800.00 </u>	Total: <u> \$9,000.00 </u>	
<b>1.8 Remove and Replace Fence as Needed</b>				
Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$7,500.00 </u>	Total: <u> \$7,500.00 </u>	

**1.9 Remove and Replace Sign and Post as Needed**Quantity: 4 UOM: EA Unit Price:  Total: **1.10 Modify/Protect Traffic Signal Concrete Cap**Quantity: 1 UOM: LS Unit Price:  Total: **1.11 Adjust Traffic Signal Pull Box to Finish Grade**Quantity: 1 UOM: EA Unit Price:  Total: **1.12 Adjust Sprinkler Irrigation if Needed**Quantity: 1 UOM: LS Unit Price:  Total: **1.13 Landscape Removal/Restoration**Quantity: 1 UOM: LS Unit Price:  Total: **1.14 Install 48" Cast in Place Storm Drain Manhole**Quantity: 2 UOM: EA Unit Price:  Total: **1.15 Install Type 4-R Catch Basin**Quantity: 7 UOM: EA Unit Price:  Total: **1.16 Install 15"RCP Drain Pipe**Quantity: 90 UOM: LF Unit Price:  Total: **1.17 Single Type 3-Modified Rapid Setting Slurry**Quantity: 21250 UOM: SY Unit Price:  Total: **1.18 Double Type 3-Modified Rapid Setting Slurry**Quantity: 2275 UOM: SY Unit Price:  Total: **1.19 Construct Full Depth Pavement Patch**Quantity: 9500 UOM: SF Unit Price:  Total: **1.20 Construct P.C.C. Sidewalk Type A**Quantity: 1300 UOM: SF Unit Price:  Total: **1.21 Construct P.C.C. Curb Ramp**Quantity: 1450 UOM: SF Unit Price:  Total: **1.22 Construct P.C.C. Curb & Gutter Type 1**Quantity: 240 UOM: LF Unit Price:  Total: **1.23 Paint 4" White Solid Stripe**Quantity: 10 UOM: LF Unit Price:  Total: **1.24 Paint 4" White Dotted Stripe**Quantity: 25 UOM: LF Unit Price:  Total: **1.25 Paint 6" White Solid Stripe**Quantity: 6450 UOM: LF Unit Price:  Total: **1.26 Paint 6" White Dotted Stripe**Quantity: 1250 UOM: LF Unit Price:  Total: **1.27 Paint 8" White Solid Stripe**Quantity: 475 UOM: LF Unit Price:  Total:

**1.28** Paint 24" White Stop Bar

Quantity: 375 UOM: LF Unit Price:  Total:

**1.29** Paint 24" White Crosswalk Marking

Quantity: 1150 UOM: LF Unit Price:  Total:

**1.30** Paint White Turn Arrow

Quantity: 23 UOM: EA Unit Price:  Total:

**1.31** Paint White Bike Lane Symbol

Quantity: 16 UOM: EA Unit Price:  Total:

**1.32** Paint 4" Double Yellow Solid-Broken Stripe

Quantity: 6950 UOM: LF Unit Price:  Total:

**1.33** Paint 4" Double Yellow Solid Stripe

Quantity: 1600 UOM: LF Unit Price:  Total:

**Response Total: \$574,007.00**

# 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 Total Amount Bid dollars (\$ 5% of Total Amount Bid) 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 # **21300300**, PWP # CC-2022-266, for the Project Title: **"Silver Sage Drive 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: March 25, 2022

Sierra Nevada Construction, Inc.  
Principal  
By: [Signature]  
Kevin L. Robertson, President  
Liberty Mutual Insurance Company  
Surety  
By: [Signature]  
Andrea 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: 8205596-976312

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 Cantlon, Breanna Boatright, Dena VanDeVanter, Nicholas D. Rossi, Patricia Owens, Teri L. Nowak, 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 17th day of May, 2021.



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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of May, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 25th day of March, 2022.



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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



# BID PROPOSAL

**BID# 21300300**

**BID TITLE: "Silver Sage Drive 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.

# BID PROPOSAL

**BP.1 BIDDER INFORMATION:**

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

<b>Contact Person / Title:</b>	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.2 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>	25565
License Classification(s):	A, General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/23
Name of Licensee:	Sierra Nevada Construction, Inc.
<b>Carson City Business License Number:</b>	BL-002775-2020
Date Issued:	1/1/22
Date of Expiration:	12/31/22
Name of Licensee:	Sierra Nevada Construction, Inc.

**BP.3 DISCLOSURE OF PRINCIPALS:**

# BID PROPOSAL

## Individual and/or Partnership:

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

## Corporation:

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

### BP.4 MANAGEMENT AND SUPERVISORY PERSONNEL:

# BID PROPOSAL

Persons and Positions <i>see attached</i>	Years With Firm
Name 1)	

Title 1)

Name 2)	
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Title 2)

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

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - 12 years.
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - 12 years.
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager. Business Manager - Up to 100M in civil construction and vertical construction
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Alex Faust	Vice President AC Maintenance	2002	2000	Project Engineer, Project Manager, Estimator, Senior Vice-President
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager
Nicholas Bacher	Estimator / Project Manager	2016	2015	Project Manager, Estimator
Dave Duggins	AC Maintenance Superintendent	2013	2000	General Superintendent
Justin McVay	AC Maintenance Superintendent	2013	2008	Slurry Worker, Operator, Foreman, Superintendent
Larry Ryan	AC Maintenance Superintendent	2013	2001	Slurry Worker, Operator, Foreman, Superintendent
Lender Aguirre-Carpio	AC Maintenance Superintendent	2016	2005	Slurry Worker, Operator, Foreman, Superintendent

# BID PROPOSAL

**BP.5 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)

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

# BID PROPOSAL

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

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Nevada Department of Transportation	NDOT 3865 Denio	\$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	\$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	\$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
City of South Lake Tahoe	Al Tahoe Blvd Safety & Mobility Project	\$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	\$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
City of Sparks	2019 Street Preventative Maintenance	\$ 354,007.00	Chip Seal/Micro-Surfacing	12/01/19	Bob Schricker	775-691-4573	P.O. Box 857, Sparks, NV 89432
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Nguyentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Nevada Department of Transportation	NDOT 3785 Washoe Slurry	\$ 534,007.00	Slurry Seal	11/01/19	Gary Selmi	775-834-8300	310 Galletti Way, Reno, NV 89431
Douglas County	2019 Road Seal	\$ 589,441.60	Chip Seal/Slurry Seal	11/01/19	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Aggregate Industries	Tweezer Road	\$ 657,007.00	Chip Seal	10/01/19	Phil Langager	702-649-6250	4675 W. Teco Avenue, Suite 140, Las Vegas, NV 89118
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89313
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Lander County	2019 Micro Slurry	\$ 239,007.00	Slurry Seal	09/01/19	Bert Ramos	775-635-2885	50 State Route 305, Battle Mountain, NV 89820
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
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	775-777-7766	1951 Idaho Street, Elko, NV 89801
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 South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
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 Hunevill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proj	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yoltan	530-864-9033	1727 30th Street, Sacramento, CA 95816
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
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Danio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Futcrum Sierra Feedstock Processing	\$ 1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706



# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
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
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Res	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$ 605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County - 2014/2015 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2804	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 89502
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/09/14	Randy Hastee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$ 518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$ 304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$ 616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$ 900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$ 1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$ 3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$ 2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2804	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$ 3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$ 1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$ 1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$ 1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$ 1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$ 1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$ 7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$ 1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$ 542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 89502
City of Elko	2013 Microsurfacing Project	\$ 244,863.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Nya County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Nevada Department of Transportation	NDOT #3465 Virginia City	\$ 8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$ 6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$ 3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$ 941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
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 Q2-006-12 Cattle Guards	\$ 167,007.00	Street Reconstruction/Cattleguard	07/31/12	Mariene Revera	775-843-8390	1283 S. Stewart St, Carson City, NV 89712
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 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1283 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$ 1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95387
City of Rancho Cordova	Pavement Rehab Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$ 1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpemickel	\$ 9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Farnley	Water Conveyance Infrastructure Project 9	\$ 1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

# BID PROPOSAL

## BP. 6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Kevin L. Robertson  
Printed Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
April 12, 2022  
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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	0.62	2.04
2020	0.77	0.91

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

<sup>2</sup> 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.7 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 All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor <b>None</b>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.8 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 All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor <b>None</b>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 9 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 <i>Mapco Surveys Inc.</i>	Address <i>580 Mount Rose Street, Reno, Nevada 89509</i>	
Phone <i>775-432-2067</i>	Nevada Contractor License # <i>N/A</i>	Limit of License <i>N/A</i>
Description of work <i>survey</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## 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 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. **21300300**, Project Name "**Silver Sage Drive Pavement Preservation Project**", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

By: Kevin L. Robertson Title: President

Signature:  Date: April 12, 2022

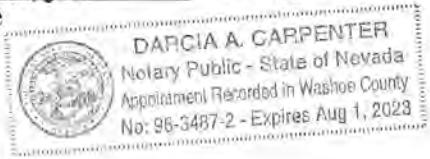
Signed and sworn to (or affirmed) before me on this 12th day of April, 2022,

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 **0025565** 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, 2021** AND EXPIRES ON **JULY 31, 2022** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE 7/13/2021  
FOR MARGI GREIN, EXECUTIVE OFFICER

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.10 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 "**Silver Sage Drive Pavement Preservation Project**", contract number **21300300**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:


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

  
 (Signature of Bidder)

DATED: April 12, 2022

Signed and sworn (or affirmed) before me on this 12th day of April, 2022, by

Kevin L. Robertson

  
 (Signature of Notary)



(Notary Stamp)

### Certification of Authorization and Understanding

Project Name: Silver Sage Drive Pavement Preservation

Project Number: P303522003

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Rachael Hunter

Payroll Officer (Name)



Payroll Officer (Signature)

Sierra Nevada Construction, Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

President

(Title)

25565

(Contractor/Subcontractor License Number)

April 12, 2022

(Date)

**Conflict of Interest Disclosure Form**

Date: April 12, 2022  
Project: P303522003  
Title: Silver Sage Drive Pavement Preservation Project  
Name: Kevin L. Robertson  
Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: April 12, 2022

# Confirmation of Prevailing Wages Used in Bid

Exhibit A

## ATTACHMENT A - STATE PREVAILING WAGE RATES STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

SHANNON M. CHAMBERS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2022 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

**DATE OF DETERMINATION: October 1, 2021**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:**

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2.** Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

## **Work Experience**

### **Justin Tenpenny, Construction Manager**

#### **Washoe County Public Works Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, & 2021**

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contact – Megan Sizelove  
1001 East Ninth Street  
Reno, NV 89502  
775-328-2316

#### **Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, & 2021**

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

#### **City of Reno Preventative Maintenance 2018, 2019, 2020, & 2021**

Performed Rapid Set Slurry Seal

Contact – Terri Martinetti  
City of Reno  
One East First Street  
Reno, NV 89501  
775-334-2148

#### **Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, & 2021**

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, 2019, 2020, & 2021**

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

**REGIONAL TRANSPORTATION COMMISSION***Metropolitan Planning · Public Transportation & Operations · Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

April 2, 2021

To Whom it May Concern:

Sierra Nevada Construction has applied micro-surfacing for the RTC's Preventive Maintenance for several years of this annual program including 2018 through 2020. This program is robust with a \$6m annual budget that covers 150 lane miles of higher volume arterials and collectors throughout our region. Justin Tenpenny has been the Construction Manager completing projects on time and within budget.

RTC requires a more bicycle friendly modified Type III aggregate for use with RTE emulsions. Aggregate and emulsion materials used on the projects are monitored closely and met specifications as required by the RTC contracts. All materials were ordered and delivered on time in order to meet the weekly work schedules. SNC keeps Stockpile areas neat and free of debris, and BMPs are used appropriately.

Because project roads are often high volume arterials with signalized intersections, traffic control is very important and SNC provides experienced crews that are capable of managing these challenges. Public outreach and notifications are critical, and SNC's attention to this has been outstanding. 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 are responsive and courteous to residents and drivers.

Sierra Nevada Construction has performed very well for us and have always provided consistent, high quality work. Feel free to contact me if you have any questions.

Sincerely,

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

Scott Gibson P.E.  
Project Manager  
Regional Transportation Commission of Washoe County  
1105 Terminal Way Suite 108  
Reno, NV 89502  
(775) 335-1874

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID #21300300**  
**PWP# CC-2022-266**  
**Silver Sage Drive Pavement Preservation Project**

April 11, 2022

**Addendum No. 1**

The City will hold the bid opening via webex meeting, the link is provided below.

**Bid Opening Live Video**

Bid opening will begin at **12:00 pm** on **April 12, 2022**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=m7b184139b5d6dc839bc8f1fd7c381179>

Meeting number: 2481 515 9128

Join by phone +1-408-418-9388 United States Toll

Access code: 2481 515 9128

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

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**BID# 21300300 Silver Sage Drive Pavement Preservation Project****Date and Time of Opening 4/12/2022 @ 12:00pm**

Line #	Description	QTY	UOM	Sierra Nevada Construction, Inc.		RaPiD Construction, Inc.	
				Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$35,000.00	\$35,000.00	\$46,000.00	\$46,000.00
1.2	Traffic Control	1	LS	\$44,269.50	\$44,269.50	\$40,263.50	\$40,263.50
1.3	Stormwater Pollution Prevention	1	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
1.4	Remove AC Pavement and Base Material	9750	SF	\$6.00	\$58,500.00	\$3.00	\$29,250.00
1.5	Remove P.C.C. Sidewalk/Curb Ramp	1950	SF	\$11.00	\$21,450.00	\$8.00	\$15,600.00
1.6	Remove P.C.C. Curb & Gutter	500	LF	\$41.00	\$20,500.00	\$15.00	\$7,500.00
1.7	Remove Catch Basin	5	EA	\$1,800.00	\$9,000.00	\$750.00	\$3,750.00
1.8	Remove and Replace Fence as Needed	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
1.9	Remove and Replace Sign and Post as Needed	4	EA	\$450.00	\$1,800.00	\$900.00	\$3,600.00
1.10	Modify/Protect Traffic Signal Concrete Cap	1	LS	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
1.11	Adjust Traffic Signal Pull Box to Finish Grade	1	EA	\$1,100.00	\$1,100.00	\$4,500.00	\$4,500.00
1.12	Adjust Sprinkler Irrigation if Needed	1	LS	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
1.13	Landscape Removal/Restoration	1	LS	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
1.14	Install 48" Cast in Place Storm Drain Manhole	2	EA	\$11,000.00	\$22,000.00	\$10,000.00	\$20,000.00
1.15	Install Type 4-R Catch Basin	7	EA	\$6,000.00	\$42,000.00	\$7,500.00	\$52,500.00
1.16	Install 15" RCP Drain Pipe	90	LF	\$300.00	\$27,000.00	\$210.00	\$18,900.00
1.17	Single Type 3-Modified Rapid Setting Slurry	21250	SY	\$3.00	\$63,750.00	\$3.25	\$69,062.50
1.18	Double Type 3-Modified Rapid Setting Slurry	2275	SY	\$3.00	\$6,825.00	\$3.25	\$7,393.75
1.19	Construct Full Depth Pavement Patch	9500	SF	\$6.50	\$61,750.00	\$19.50	\$185,250.00
1.20	Construct P.C.C. Sidewalk Type A	1300	SF	\$27.00	\$35,100.00	\$24.00	\$31,200.00
1.21	Construct P.C.C. Curb Ramp	1450	SF	\$35.00	\$50,750.00	\$22.00	\$31,900.00
1.22	Construct P.C.C. Curb & Gutter Type 1	240	LF	\$130.00	\$31,200.00	\$72.00	\$17,280.00
1.23	Paint 4" White Solid Stripe	10	LF	\$3.00	\$30.00	\$4.75	\$47.50
1.24	Paint 4" White Dotted Stripe	25	LF	\$3.00	\$75.00	\$4.75	\$118.75
1.25	Paint 6" White Solid Stripe	6450	LF	\$0.75	\$4,837.50	\$1.10	\$7,095.00
1.26	Paint 6" White Dotted Stripe	1250	LF	\$0.75	\$937.50	\$1.10	\$1,375.00
1.27	Paint 8" White Solid Stripe	475	LF	\$1.00	\$475.00	\$1.50	\$712.50
1.28	Paint 24" White Stop Bar	375	LF	\$4.00	\$1,500.00	\$6.00	\$2,250.00
1.29	Paint 24" White Crosswalk Marking	1150	LF	\$4.00	\$4,600.00	\$6.00	\$6,900.00
1.30	Paint White Turn Arrow	23	EA	\$50.00	\$1,150.00	\$70.00	\$1,610.00
1.31	Paint White Bike Lane Symbol	16	EA	\$150.00	\$2,400.00	\$250.00	\$4,000.00
1.32	Paint 4" Double Yellow Solid-Broken Stripe	6950	LF	\$0.85	\$5,907.50	\$1.25	\$8,687.50
1.33	Paint 4" Double Yellow Solid Stripe	1600	LF	\$1.00	\$1,600.00	\$1.25	\$2,000.00
				<b>\$574,007.00</b>		<b>\$642,246.00</b>	
<p><b>Carson City is recommending award to Sierra Nevada Construction, Inc. and is tentatively scheduled for approval and award at the May 11, 2022 Regional Transportation Commission meeting.</b></p>							

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## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Curry Street Pavement Preservation Project (“Project”) and to award Contract No. 21300313 for the Project to SNC for a total not to exceed amount of \$460,958.00.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the Project which makes improvements along Curry Street, between Clearview Drive and Tenth Street, including pavement preservation and construction of new sidewalk and curb ramps. The not to exceed amount of \$460,958.00 includes the bid amount of \$439,007.00, plus a 5% contingency amount of \$21,951.00. The engineer’s estimate was \$385,000.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### **Proposed Motion**

I move to award the contract as presented.

### **Background/Issues & Analysis**

This is a pavement preservation project (Type 3 Modified Slurry Seal) for Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Curry Street and Koontz Lane. Other items of work include pavement patching and striping.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on April 5, 2022. Two bids were opened at approximately 11:30 a.m. on April 29, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Courtney Melhaff, Kate Allen and Brian Elder, Carson City Public Works; Domenic Selmi, Rapid Construction; Darcy Carpenter, SNC; Wes Sosa, Intermountain Slurry Seal, Inc.; and Carol Akers, Carson City Purchasing and Contracts Administrator.

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

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project # P303522001, Regional Transportation fund, Capital Improvements / 2503035-507010;

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Improvements account / 2503035-507010 will be reduced by \$460,958.00. Current available budget is \$461,074.30.

**Alternatives**

Do not approve the contract and provide alternate direction to staff.

**Supporting Material**

-Exhibit-1: Draft Contract No. 21300313

-Exhibit-2: Contract No. 21300313 Bid Tabulation Report

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 21300313**

**Title: Curry Street Preservation Project**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Sierra Nevada Construction, Inc., hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

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

**WHEREAS**, this Contract involves a “public work,” which pursuant to NRS 338.010(18) 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. 21300313**, titled **Curry Street 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. 21300313 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 on the Carson City Website <http://www.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: 21300313

Title: Curry Street 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](http://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.  
PO Box 50760  
Sparks, NV 89435  
775-355-0535  
[bids@snc.biz](mailto: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](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Thirty Nine Thousand Seven Dollars 00/100 (\$439,007.00).

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(Construction Independent Contractor Agreement)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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is finished.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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:

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

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- (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.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this

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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 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.

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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 liability except as specifically provided in this Contract.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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

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endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300313

Title: Curry Street Preservation Project

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

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

## 16. BUSINESS LICENSE:

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,

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300313

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

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

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

## 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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **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.

24.1.4 **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).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300313

Title: Curry Street Preservation Project

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 25. LOBBYING:

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

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

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

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(18), 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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300313**

**Title: Curry Street Preservation Project**

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**

**Contract No: 21300313**

**Title: Curry Street Preservation Project**

**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.

**CARSON CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto: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# 21300313  
Project# P303522001  
Account # 2503035-507010**

By: \_\_\_\_\_

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300313**

**Title: Curry Street Preservation Project**

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

**CONTRACTOR**

**BY:** Kevin L. Robertson

**TITLE:** President

**FIRM:** Sierra Nevada Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-002775

**NEVADA CONTRACTORS LICENSE #:** 0025565

**Address:** PO Box 50760

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

**Telephone:** 775-355-0420

**E-mail Address:** [bids@snc.biz](mailto:bids@snc.biz)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)**ss**

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 21300313**

**Title: Curry Street Preservation Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2022, approved the acceptance of the attached Contract herein before identified as **CONTRACT No. 21300313** and titled **Curry Street Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11<sup>th</sup> day of May, 2022

## ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 11<sup>th</sup> day of May, 2022

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

**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# 21300313** and titled **Curry Street 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.





# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

(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# 21300313** and titled **Curry Street 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.





## 21300313 (PWP# CC-2022-304) Addendum 1

### Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 21300313 (PWP# CC-2022-304) Addendum 1  
Title: Curry Street Preservation Project  
Type: Invitation for Bid  
Issue Date: 4/5/2022  
Deadline: 4/29/2022 11:00 AM (PT)  
Notes: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Curry Street Pavement Preservation Project. The project includes but is not limited to removal of existing striping, PCC sidewalk and curb ramp replacement, pavement patching, application of Rapid Setting Slurry Seal and striping of Curry Street between Clearview Lane and Rhodes Road, as well as Curry Street from Lake Glen Drive to Tenth Street.

***Engineer's Estimate \$375,000***

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Email: cakers@carson.org

# Sierra Nevada Construction, Inc. Information

Contact: Chief Estimator  
 Address: P.O. Box 50760  
 Sparks, NV 89435  
 Phone: (775) 355-0420  
 Fax: (775) 355-0535  
 Email: bids@snc.biz  
 Web Address: www.snc.biz

By submitting your response, you certify that you are authorized to represent and bind your company.

Kevin L. Robertson  
 Signature

bids@snc.biz  
 Email

Submitted at 4/29/2022 9:46:38 AM

## Response Attachments

### Proposal.pdf

Proposal

## Bid Lines

<b>1</b>	<b>Package Header</b>			
	Schedule A: Base Bid Items			
	Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Total:	\$439,007.00
	<b>Package Items</b>			
	<b>1.1 Mobilization/Demobilization</b>			
	Quantity: <u>  1  </u>	UOM: <u>  LS  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$40,000.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$40,000.00</span>
	<b>1.2 Traffic Control</b>			
	Quantity: <u>  1  </u>	UOM: <u>  LS  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$56,189.05</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$56,189.05</span>
	<b>1.3 Stormwater Pollution Prevention</b>			
	Quantity: <u>  1  </u>	UOM: <u>  LS  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$1,500.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$1,500.00</span>
<b>1.4 Remove AC Pavement and Base Material</b>				
Quantity: <u> 6701 </u>	UOM: <u>  SF  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$4.50</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$30,154.50</span>	
<b>1.5 Remove P.C.C. Sidewalk/Curb Ramp</b>				
Quantity: <u>  660 </u>	UOM: <u>  SF  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$17.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$11,220.00</span>	
<b>1.6 Remove P.C.C. Curb &amp; Gutter</b>				
Quantity: <u>  172 </u>	UOM: <u>  LF  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$8,600.00</span>	
<b>1.7 Remove and Replace Sign &amp; Post</b>				
Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$800.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$800.00</span>	
<b>1.8 Modify/Adjust Catch Basin to Finish Grade</b>				
Quantity: <u>  1  </u>	UOM: <u>  EA  </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$650.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$650.00</span>	

**1.9 Adjust Storm Drain Vault Lid to Finish Grade**Quantity: 2 UOM: EA Unit Price:  Total: **1.10 Adjust Manhole Frame and Cover to Finish Grade**Quantity: 3 UOM: EA Unit Price:  Total: **1.11 Adjust Water Valve Box and Lid to Finish Grade**Quantity: 6 UOM: EA Unit Price:  Total: **1.12 Adjust Gas Valve Box and Lid to Finish Grade**Quantity: 1 UOM: EA Unit Price:  Total: **1.13 Adjust Survey Monument Cap to Finish Grade**Quantity: 1 UOM: EA Unit Price:  Total: **1.14 Adjust Sprinkler Irrigation**Quantity: 1 UOM: LS Unit Price:  Total: **1.15 Tree Protection and Root Mitigation**Quantity: 1 UOM: LS Unit Price:  Total: **1.16 Landscape Removal/Trimming/Restoration**Quantity: 1 UOM: LS Unit Price:  Total: **1.17 Type 3-Modified Rapid Setting Slurry**Quantity: 29010 UOM: SY Unit Price:  Total: **1.18 Double Layer Fiberized Rapid Setting Slurry**Quantity: 6221 UOM: SY Unit Price:  Total: **1.19 Construct Full Depth Pavement Patch**Quantity: 6417 UOM: SF Unit Price:  Total: **1.20 Construct P.C.C. Sidewalk Type A**Quantity: 525 UOM: SF Unit Price:  Total: **1.21 Construct P.C.C. Curb Ramp**Quantity: 236 UOM: SF Unit Price:  Total: **1.22 Construct P.C.C. Curb & Gutter Type 1**Quantity: 138 UOM: LF Unit Price:  Total: **1.23 Construct P.C.C. Retaining Curb**Quantity: 56 UOM: LF Unit Price:  Total: **1.24 Install Landscape Rock**Quantity: 246 UOM: SF Unit Price:  Total: **1.25 Paint 4" White Solid Stripe**Quantity: 12 UOM: LF Unit Price:  Total: **1.26 Paint 6" White Solid Stripe**Quantity: 10758 UOM: LF Unit Price:  Total: **1.27 Paint 6" White Dotted Stripe**Quantity: 700 UOM: LF Unit Price:  Total:

**1.28** Paint 8" White Solid Stripe

Quantity: 847 UOM: LF Unit Price:  Total:

**1.29** Paint 24" White Stop Bar

Quantity: 101 UOM: LF Unit Price:  Total:

**1.30** Paint 24" White Crosswalk Marking

Quantity: 1020 UOM: LF Unit Price:  Total:

**1.31** Paint White Turn Arrow

Quantity: 35 UOM: EA Unit Price:  Total:

**1.32** Paint White Bike Lane Symbol

Quantity: 20 UOM: EA Unit Price:  Total:

**1.33** Paint White Yield Bar

Quantity: 55 UOM: EA Unit Price:  Total:

**1.34** Paint 4" Double Yellow Solid-Broken Stripe

Quantity: 8180 UOM: LF Unit Price:  Total:

**1.35** Paint 4" Double Yellow Solid Stripe

Quantity: 3083 UOM: LF Unit Price:  Total:

**Response Total: \$439,007.00**

# 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 Total Amount Bid dollars (\$ 5% of Total Amount Bid) 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 # **21300308**, PWP # CC-2022-305, for the Project Title: **"Curry Street 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: April 12, 2022

Sierra Nevada Construction, Inc.  
 Principal  
 By: [Signature]  
Kevin L. Robertson, President  
 Liberty Mutual Insurance Company  
 Surety  
 By: [Signature]  
Andrea 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: 8205596-976312

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 Cantlon, Breanna Boatright, Dena VanDeVanter, Nicholas D. Rossi, Patricia Owens, Teri L. Nowak, 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 17th day of May, 2021.



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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of May, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 12th day of April, 2022.



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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# BID PROPOSAL

**BID# 21300308**

**BID TITLE: "Curry Street 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 BIDDER INFORMATION:**

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

<b>Contact Person / Title:</b>	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

# BID PROPOSAL

**BP.2 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>	25565
License Classification(s):	A, General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/23
Name of Licensee:	Sierra Nevada Construction, Inc.
<b>Carson City Business License Number:</b>	BL-002775-2020
Date Issued:	1/1/22
Date of Expiration:	12/31/22
Name of Licensee:	Sierra Nevada Construction, Inc.

**BP.3 DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

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

# BID PROPOSAL

Name:
-------

**Corporation:**

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

# BID PROPOSAL

**BP.4 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions see attached	Years With Firm
Name 1)	

Title 1)

Name 2)	
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Title 2)

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)	
---------	--

Title 6)

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

**Sierra Nevada Construction, Inc.**  
**PO Box 50760**  
**Sparks, NV 89435**  
**775-365-0420**

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator, Senior Vice-President - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager, Vice-President
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Senior Vice-President
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

# BID PROPOSAL

**BP.5 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)

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

# BID PROPOSAL

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



# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Nevada Department of Transportation	NDOT 3865 Denio	\$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	\$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	\$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
City of South Lake Tahoe	AI Tahoe Blvd Safety & Mobility Project	\$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	\$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St Ste 2, Carson City, NV 89701
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
City of Sparks	2019 Street Preventative Maintenance	\$ 354,007.00	Chip Seal/Micro-Surfacing	12/01/19	Bob Schriker	775-691-4573	P.O. Box 857, Sparks, NV 89432
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Ngyuentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Nevada Department of Transportation	NDOT 3785 Washoe Slurry	\$ 534,007.00	Slurry Seal	11/01/19	Gary Selmi	775-834-8300	310 Galletti Way, Reno, NV 89431
Douglas County	2019 Road Seal	\$ 589,441.60	Chip Seal/Slurry Seal	11/01/19	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Aggregate Industries	Tweezer Road	\$ 657,007.00	Chip Seal	10/01/19	Phil Langager	702-649-6250	4675 W. Teco Avenue, Suite 140, Las Vegas, NV 89118
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Lander County	2019 Micro Slurry	\$ 239,007.00	Slurry Seal	09/01/19	Bert Ramos	775-635-2885	50 State Route 305, Battle Mountain, NV 89820
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kemie 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
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 South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
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
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proj	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yoltan	530-864-9033	1727 30th Street, Sacramento, CA 95816
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
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,208,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$ 1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Alston Construction	Wild Horse Offsets	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	09/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Res	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$ 605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County - 2014/2015 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$ 518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$ 304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$ 616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$ 900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$ 1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$ 3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$ 2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$ 3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$ 1,276,007.00	Dirwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$ 1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$ 1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$ 1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$ 1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$ 7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$ 1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$ 542,007.00	Running Track Reconstruct	08/28/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$ 244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Nye County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE


Exhibit A

Nevada Department of Transportation	NDOT #3465 Virginia City	\$ 8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$ 6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$ 3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$ 941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	08/31/12	Michael Holirigel	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 Q2-006-12 Cattle Guards	\$ 167,007.00	Street Reconstruction/Cattleguard	07/31/12	Marlene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
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 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weiremman	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matya	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5898	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$ 1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehab Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$ 1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpemickel	\$ 9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$ 1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

# BID PROPOSAL

## BP.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
  
 Kevin L. Robertson  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 President  
 Title  
  
 \_\_\_\_\_  
 April 26, 2022  
 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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	0.62	2.04
2020	0.77	0.91

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

<sup>2</sup> 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.7 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	Address	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor	Address	
<i>None</i>		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.8 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	Address	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor	Address	
<i>NONE</i>		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 9 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 <i>Northern Nevada Concrete</i>	Address <i>50A West Ave of Colors, Lockwood, Nevada 89441</i>	
Phone <i>775-342-6240</i>	Nevada Contractor License # <i>55920</i>	Limit of License <i>Unlimited</i>
Description of work <i>Concrete flatwork</i>		
Name of Subcontractor <i>Mapca Surveys</i>	Address <i>580 Mount Rose Street, Reno, Nevada 89509</i>	
Phone <i>775-432-2067</i>	Nevada Contractor License # <i>N/A</i>	Limit of License <i>N/A</i>
Description of work <i>Survey</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

## 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 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. **21300308**, Project Name "**Curry Street Pavement Preservation Project**", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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: [Handwritten Signature] Date: April 26, 2022

Signed and sworn to (or affirmed) before me on this 26th day of April, 2022.

by Kevin L. Robertson (name of person making statement).

State of Nevada )  
 )ss.

County of Washoe )

[Handwritten Signature] 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 **0025565** 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, 2021** AND EXPIRES ON **JULY 31, 2022** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Nancy Mathias*

NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI GREIN, EXECUTIVE OFFICER

7/13/2021  
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.10 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 "Curry Street Pavement Preservation Project", contract number **21300308**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:

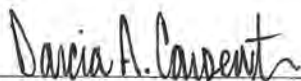
PRINTED NAME OF BIDDER: Kevin L. Robertson  
TITLE: President  
FIRM: Sierra Nevada Construction, Inc.  
Address: P.O. Box 50760  
City, State, Zip: Sparks, Nevada 89435  
Telephone: 775-355-0420  
Fax: 775-355-0535  
E-mail Address: bids@snc.biz

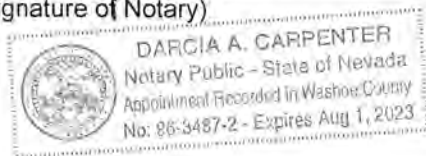
  
(Signature of Bidder)

DATED: April 26, 2022

Signed and sworn (or affirmed) before me on this 26th day of April, 2022, by

Kevin L. Robertson

  
(Signature of Notary)



(Notary Stamp)

### Certification of Authorization and Understanding

Project Name: Curry Street Preservation Project

Project Number: P303522002

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Rachael Hunter

Payroll Officer (Name)



Payroll Officer (Signature)

Sierra Nevada Construction, Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

Kevin L. Robertson, President

(Title)

25565

(Contractor/Subcontractor License Number)

April 26, 2022

(Date)

**Conflict of Interest Disclosure Form**

Date: April 26, 2022  
Project: P303522002  
Title: Curry Street Preservation Project  
Name: Kevin L. Robertson  
Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: April 26, 2022

## **Work Experience**

### **Justin Tenpenny, Construction Manager**

#### **Carson City – Health Parking Lot 2021**

Performed Fiberized Rapid Setting Slurry Seal  
Contact – Jeff Freeman  
3505 Butti Way  
Carson City, NV 89701  
775-283-7094

#### **City of Hanford – FY 16/17 Fiberized Micro Surface Pavement Treatment 2017**

Performed Fiberized Micro Surface Pavement Treatment  
Contact – Taylor Dihel  
900 South 10<sup>th</sup> Avenue  
Hanford, CA 93230  
559-585-2550

#### **Washoe County Public Works Preventative Maintenance 2017**

Performed Fiberized Rapid Setting Slurry Seal  
Contact – Greg Belancio  
1001 East Ninth Street  
Reno, NV 89502  
775-328-2316



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

April 11, 2022

Re: Project Reference for Sierra Nevada Construction, Inc.

To: Whom It May Concern

Sierra Nevada Construction, Inc. completed Contract #21300048 for the Health Parking Lot Rehabilitation Project for the City of Carson City. The contract scope was for utilizing fiberized slurry seal treatment in the amount \$232,007.00 and was completed successfully. Carson City looks forward to having Sierra Nevada Construction, Inc. bid on future jobs.

If you should have any questions, please feel free to contact me at (775) 283-7094.

Sincerely,

*Jeff Freeman, P.E.*

Jeff Freeman, P.E.  
Construction Manager  
[jafreeman@carson.org](mailto:jafreeman@carson.org)  
Carson City Public Works

**Dimensions**

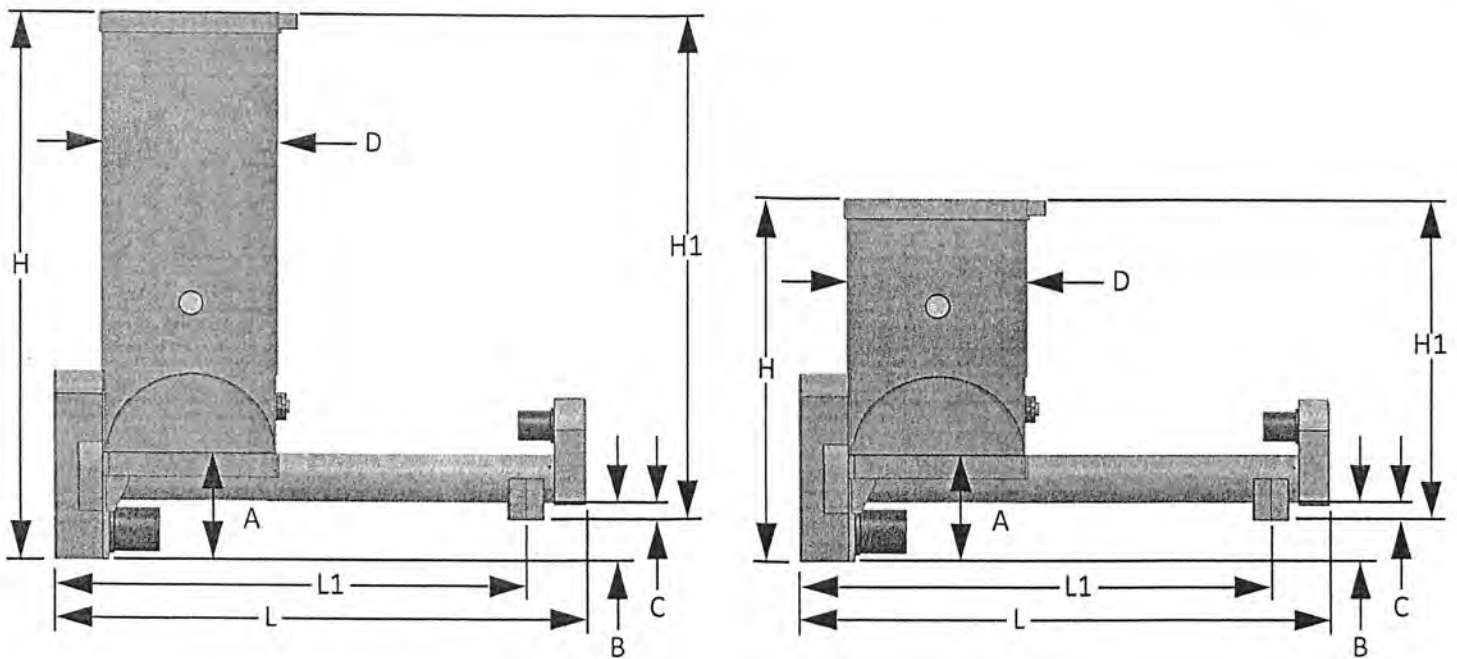


Table 1: Ranger Dimensions (refer to figure above).

	Model for: <b>FORTA</b> <sup>®</sup> Surface-EXT <sup>™</sup>		Model for: <b>FORTA</b> <sup>®</sup> MOBILE-MESH <sup>™</sup>	
	<b><u>RG3624</u></b> Standard Discharge Tube	<b><u>RG3636</u></b> Extended Discharge Tube	<b><u>RG2424</u></b> Standard Discharge Tube	<b><u>RG2436</u></b> Extended Discharge Tube
L, total length	31.563 in (800 mm)	40.563 in (1030 mm)	31.563 in (800 mm)	40.563 in (1030 mm)
L1, length to center of discharge chute	26 in (660 mm)	35 in (890 mm)	26 in (660 mm)	35 in (890 mm)
H, total height	45.625 in (1160 mm)		30 in (762 mm)	
H1, height to bottom of discharge chute	41.125 in (1045 mm)		25.5 in (648 mm)	
A, bottom of drum to bottom of auger cover	9 in (229 mm)		9 in (229 mm)	
B, length below discharge tube	5.5 in (140 mm)		5.5 in (140 mm)	
C, length of discharge chute	1.5 in (38 mm)		1.5 in (38 mm)	
D, diameter	15.5 in (394 mm)		15.5 in (394 mm)	

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID #21300313**  
**PWP# CC-2022-304**  
**Curry Street Preservation Project**

April 22, 2022

**Addendum No. 1**

The City will hold the bid opening via webex meeting, the link is provided below.

**Bid Opening Live Video**

Bid opening will begin at **11:30 am** on **April 26, 2022**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=mbae5f95259a64d5868ffc1e1e879f529>

Meeting number: 2481 299 3540

Join by phone +1-408-418-9388 United States Toll

Access code: 2481 299 3540





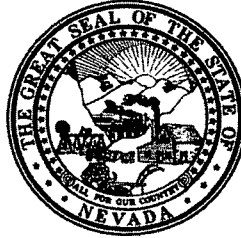
**Confirmation of  
Prevailing Wages Used**

STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

SHANNON M. CHAMBERS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2022 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2021

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:**

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2.** Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

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**BID No. 21300313 Curry Street Preservation Project**  
**Date and Time of Opening 4/29/2022 @ 11:30am**

				Sierra Nevada Construction, Inc.	
Line #	Description	QTY	UOM	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000.00
1.2	Traffic Control	1	LS	\$56,189.05	\$56,189.05
1.3	Stormwater Pollution Prevention	1	LS	\$1,500.00	\$1,500.00
1.4	Remove AC Pavement and Base Material	6701	SF	\$4.50	\$30,154.50
1.5	Remove P.C.C. Sidewalk/Curb Ramp	660	SF	\$17.00	\$11,220.00
1.6	Remove P.C.C. Curb & Gutter	172	LF	\$50.00	\$8,600.00
1.7	Remove and Replace Sign & Post	1	EA	\$800.00	\$800.00
1.8	Modify/Adjust Catch Basin to Finish Grade	1	EA	\$650.00	\$650.00
1.9	Adjust Storm Drain Vault Lid to Finish Grade	2	EA	\$400.00	\$800.00
1.10	Adjust Manhole Frame and Cover to Finish Grade	3	EA	\$1,500.00	\$4,500.00
1.11	Adjust Water Valve Box and Lid to Finish Grade	6	EA	\$950.00	\$5,700.00
1.12	Adjust Gas Valve Box and Lid to Finish Grade	1	EA	\$1,000.00	\$1,000.00
1.13	Adjust Survey Monument Cap to Finish Grade	1	EA	\$3,300.00	\$3,300.00
1.14	Adjust Sprinkler Irrigation	1	LS	\$2,900.00	\$2,900.00
1.15	Tree Protection and Root Mitigation	1	LS	\$800.00	\$800.00
1.16	Landscape Removal/Trimming/Restoration	1	LS	\$2,500.00	\$2,500.00
1.17	Type 3-Modified Rapid Setting Slurry	29010	SY	\$3.00	\$87,030.00
1.18	Double Layer Fiberized Rapid Setting Slurry	6221	SY	\$5.00	\$31,105.00
1.19	Construct Full Depth Pavement Patch	6417	SF	\$12.00	\$77,004.00
1.20	Construct P.C.C. Sidewalk Type A	525	SF	\$20.00	\$10,500.00
1.21	Construct P.C.C. Curb Ramp	236	SF	\$50.00	\$11,800.00
1.22	Construct P.C.C. Curb & Gutter Type 1	138	LF	\$80.00	\$11,040.00
1.23	Construct P.C.C. Retaining Curb	56	LF	\$70.00	\$3,920.00
1.24	Install Landscape Rock	246	SF	\$20.00	\$4,920.00
1.25	Paint 4" White Solid Stripe	12	LF	\$3.00	\$36.00
1.26	Paint 6" White Solid Stripe	10758	LF	\$0.75	\$8,068.50
1.27	Paint 6" White Dotted Stripe	700	LF	\$0.75	\$525.00
1.28	Paint 8" White Solid Stripe	847	LF	\$0.85	\$719.95
1.29	Paint 24" White Stop Bar	101	LF	\$4.00	\$404.00
1.30	Paint 24" White Crosswalk Marking	1020	LF	\$5.50	\$5,610.00
1.31	Paint White Turn Arrow	35	EA	\$45.00	\$1,575.00
1.32	Paint White Bike Lane Symbol	20	EA	\$150.00	\$3,000.00
1.33	Paint White Yield Bar	55	EA	\$20.00	\$1,100.00
1.34	Paint 4" Double Yellow Solid-Broken Stripe	8180	LF	\$0.85	\$6,953.00
1.35	Paint 4" Double Yellow Solid Stripe	3083	LF	\$1.00	\$3,083.00
Total Price				\$439,007.00	

**Carson City is recommending award to Sierra Nevada Construction, Inc. and is tentatively scheduled for approval and award at the May 11, 2022 Regional Transportation Commission meeting.**

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## STAFF REPORT

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

**Meeting Date:** May 11, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that A & K Earth Movers, Inc. (“A & K”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Fifth Street/Carson River Road Right Turn Pocket Project (“Project”) and to award Contract No. 21300308 for the Project to A & K for a total not to exceed amount of \$242,000.00.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the Project which includes construction of a new right-turn pocket at corner of East Fifth Street and Carson River Road, as well as improvements to the multi-use path adjacent to the Prison Hill Trailhead Parking Lot. The not to exceed amount of \$242,000.00 includes the bid amount of \$220,000 plus a 10% contingency amount of \$22,000. The engineer’s estimate was \$185,000.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### Proposed Motion

I move to award the contract as presented.

### Background/Issues & Analysis

This Project consists of construction of a new right-turn pocket at the corner of East Fifth Street and Carson River Road which will provide better access to the newly constructed access road into Eagle Valley Middle School, off of Carson River Road. There will also be improvements to the path at the corner of East Fifth Street and Carson River Road which accesses the Prison Hill Trailhead Parking Lot. This Project is a sub-set of the larger District 3 East Fifth Street project.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on April 7, 2022. Two bids were opened at approximately 11:30 a.m. on April 28, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Brian Elder, Carson City Public Works; Domenic Selmi and Jake Turner, Rapid Construction; Tanner Hiatt, A&K; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Staff recommends award to A & K as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

### Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project # P303521008, Regional Transportation fund, Capital Improvements / 2503035-507010.

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: The FY22 project budget for P303521008 District 3 Fifth Street Pavement Project is \$497,200. If approved, the project budget for P303521008 will be reduced by \$242,000.

**Alternatives**

Do not approve the contract and provide alternate direction to staff.

**Supporting Material**

-Exhibit-1: Draft Contract No. 21300308

-Exhibit-2: Contract No. 21300308 Bid Tabulation Report

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 21300308****Title: Fifth Street/Carson River Road Right Turn Pocket Project**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and A&K Earth Movers, Inc., hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) 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. 21300308**, titled **Fifth Street/Carson River Road Right Turn Pocket 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. 21300308 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 on the Carson City Website <http://www.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: 21300308

Title: Fifth Street/Carson River Road Right Turn Pocket 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](http://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 Atkins, Secretary  
A&K Earth Movers, Inc.  
515 Windmill Drive  
Fallon, NV 89406  
775-825-1636  
[katkins@akearthmovers.com](mailto:katkins@akearthmovers.com)

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](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Twenty Thousand Dollars and 00/100 (\$220,000.00).



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300308

## Title: Fifth Street/Carson River Road Right Turn Pocket Project

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

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

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

### 6. CONTRACT TERMINATION:

#### 6.1 Termination Without Cause:

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

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

#### 6.2 Termination for Nonappropriation:

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

#### 6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 6.5 Time to Correct (Declared Default or Breach):

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

### 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

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(Construction Independent Contractor Agreement)

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(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.

8.2 If the CITY was required by NRS 332.065(4) 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

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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 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:

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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 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

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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.

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.



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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 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.

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- 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 **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'

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300308

## Title: Fifth Street/Carson River Road Right Turn Pocket Project

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 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**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300308

## Title: Fifth Street/Carson River Road Right Turn Pocket Project

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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **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.

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 25. LOBBYING:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300308

## Title: Fifth Street/Carson River Road Right Turn Pocket Project

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(18), 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**  
**Contract No: 21300308**  
**Title: Fifth Street/Carson River Road Right Turn Pocket Project**

**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.

**CARSON CITY**  
Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto: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# 21300308**  
**Project# P303521008**  
**Account # 2503035-507010**  
**2535005-507010**  
**5203505-507010**

By: \_\_\_\_\_

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300308**

**Title: Fifth Street/Carson River Road Right Turn Pocket Project**

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

**CONTRACTOR**

**BY:** Kevin Atkins

**TITLE:** Secretary

**FIRM:** A&K Earth Movers, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-002511

**NEVADA CONTRACTORS LICENSE #:** 0024548

**Address:** 515 Windmill Drive

**City:** Fallon **State:** NV **Zip Code:** 89406

**Telephone:** 775-825-6171

**E-mail Address:** [katkins@akearthmovers.com](mailto:katkins@akearthmovers.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 21300308**

**Title: Fifth Street/Carson River Road Right Turn Pocket Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 11, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300308** and titled **Fifth Street/Carson River Road Right Turn Pocket Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11<sup>th</sup> day of May 2022

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 11<sup>th</sup> day of May, 2022



# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

**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# 21300308** and titled **Fifth Street/Carson River Road Right Turn Pocket 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# 21300308 and titled Fifth Street/Carson River Road Right Turn Pocket Project

BY:	<b>(Signature of Principal)</b>      <b>L.S.</b>
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	<b>(Signature of Notary)</b>
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

Bond #: \_\_\_\_\_

(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# 21300308** and titled **Fifth Street/Carson River Road Right Turn Pocket Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 21300308** and titled **Fifth Street/Carson River Road Right Turn Pocket Project**

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

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

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## 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.



## 21300308 (PWP# CC-2022-305) Addendum 1 A & K Earth Movers, Inc Supplier Response

### Event Information

Number: 21300308 (PWP# CC-2022-305) Addendum 1  
Title: Fifth Street/Carson River Road Right Turn Pocket Project  
Type: Invitation for Bid  
Issue Date: 4/7/2022  
Deadline: 4/28/2022 11:00 AM (PT)  
Notes: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Fifth Street/Carson River Road Right Turn Pocket Project. The project includes construction of a new right turn pocket at the intersection of Fifth Street and Carson River Road as well as path construction, storm drain improvements and concrete sidewalk, curb and gutter installation.

***Engineer's Estimate \$185,000***

### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Email: cakers@carson.org

# A & K Earth Movers, Inc Information

Contact: Allison Leary  
 Address: 515 Windmill Drive  
 P.O. Box 1059  
 Fallon, NV 89406  
 Phone: (775) 825-1636 x7233  
 Fax: (775) 825-6171  
 Email: estimating@akearthmovers.com  
 Web Address: www.akearthmovers.com

By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
 Signature

estimating@akearthmovers.com  
 Email

Submitted at 4/28/2022 12:43:52 PM

## Response Attachments

### A & K Earth Movers Bid.pdf

A & K Earth Movers Bid

## Bid Lines

<b>1</b>	<b>Package Header</b>			
	Schedule A: Base Bid Items			
	Quantity: <u>  1  </u>	UOM: <u> EA </u>	Total:	<u> \$220,000.00 </u>
	<b>Package Items</b>			
	<b>1.1 Mobilization, Demobilization, and Cleanup</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$30,845.00 </u>	Total: <u> \$30,845.00 </u>
	<b>1.2 Traffic Control</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$13,000.00 </u>	Total: <u> \$13,000.00 </u>
	<b>1.3 Stormwater Pollution Prevention</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$10,000.00 </u>	Total: <u> \$10,000.00 </u>
<b>1.4 Potholing</b>				
Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <u> \$2,500.00 </u>	Total: <u> \$2,500.00 </u>	
<b>1.5 Remove Existing AC Pavement and Base Material</b>				
Quantity: <u> 2850 </u>	UOM: <u> SF </u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$8,550.00 </u>	
<b>1.6 Remove P.C.C. Curb &amp; Gutter</b>				
Quantity: <u> 375 </u>	UOM: <u> LF </u>	Unit Price: <u> \$8.80 </u>	Total: <u> \$3,300.00 </u>	
<b>1.7 Remove and Salvage/Return Sign and Post to City</b>				
Quantity: <u>  2  </u>	UOM: <u> EA </u>	Unit Price: <u> \$165.00 </u>	Total: <u> \$330.00 </u>	

1.8 Remove and Relocate Fence and Posts

Quantity: 350 UOM: LF Unit Price: \$18.70 Total: \$6,545.00

1.9 Adjust Gas Valve Box and Lid to Finish Grade

Quantity: 1 UOM: EA Unit Price: \$1,000.00 Total: \$1,000.00

1.10 Earthwork/Grading (626 CY Cut/167 CY Fill)

Quantity: 1 UOM: LS Unit Price: \$48,000.00 Total: \$48,000.00

1.11 Obliterate Existing Striping/Pavement Legend

Quantity: 1 UOM: LS Unit Price: \$2,200.00 Total: \$2,200.00

1.12 Install 18" CMP Storm Drain Pipe

Quantity: 20 UOM: LF Unit Price: \$125.00 Total: \$2,500.00

1.13 Install 18" Metal Flared End Section with Animal Guard

Quantity: 1 UOM: EA Unit Price: \$1,700.00 Total: \$1,700.00

1.14 Install Rip-Rap Dissipator over Non-Woven Geotextile Fabric

Quantity: 565 UOM: SF Unit Price: \$8.00 Total: \$4,520.00

1.15 Construct Decomposed Granite Path

Quantity: 3975 UOM: SF Unit Price: \$4.00 Total: \$15,900.00

1.16 Construct Plant mix Bituminous Pavement, Type 2 PG64-28NV (4"AC on 8" Agg. Base)

Quantity: 5525 UOM: SF Unit Price: \$8.20 Total: \$45,305.00

1.17 Construct P.C.C. Sidewalk Type A

Quantity: 25 UOM: SF Unit Price: \$14.00 Total: \$350.00

1.18 Construct P.C.C. Curb Ramp

Quantity: 105 UOM: SF Unit Price: \$24.00 Total: \$2,520.00

1.19 Construct P.C.C. Curb & Gutter Type 1

Quantity: 325 UOM: LF Unit Price: \$38.00 Total: \$12,350.00

1.20 Install Removable Pipe Bollard

Quantity: 1 UOM: EA Unit Price: \$1,850.00 Total: \$1,850.00

1.21 Install Sign and Post

Quantity: 5 UOM: EA Unit Price: \$700.00 Total: \$3,500.00

1.22 Paint 4" White Solid Stripe

Quantity: 155 UOM: LF Unit Price: \$1.10 Total: \$170.50

1.23 Paint 4" White Skip Stripe

Quantity: 100 UOM: LF Unit Price: \$1.10 Total: \$110.00

1.24 Paint 6" White Solid Stripe

Quantity: 455 UOM: LF Unit Price: \$1.10 Total: \$500.50

1.25 Paint 6" White Skip Stripe

Quantity: 120 UOM: LF Unit Price: \$1.10 Total: \$132.00

1.26 Paint 12" White Do Not Block Intersection Box

Quantity: 65 UOM: LF Unit Price: \$14.00 Total: \$910.00

1.27 Paint 24" White Stop Bar

Quantity: 15 UOM: LF Unit Price:  Total:

1.28 Paint 24" White Crosswalk Marking

Quantity: 70 UOM: LF Unit Price:  Total:

1.29 Paint White Turn Arrow

Quantity: 3 UOM: EA Unit Price:  Total:

1.30 Paint White Bike Lane Symbol

Quantity: 1 UOM: EA Unit Price:  Total:

1.31 Paint White Yield Bar

Quantity: 8 UOM: EA Unit Price:  Total:

1.32 Paint 4" Double Yellow Solid Stripe

Quantity: 290 UOM: LF Unit Price:  Total:

**Response Total: \$220,000.00**



# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned A & K Earth Movers, Inc., as "Principal," and Great American 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 Total Amount Bid dollars (\$ 5% of Total Amount Bid) 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 # **21300308**, PWP # CC-2022-305, for the Project Title: **"Fifth Street/Carson River Road Right Turn Pocket Project"**.

NOW, THEREFORE,

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


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

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

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

Signed, Sealed and dated: April 22, 2022

A & K Earth Movers, Inc.  
Principal  
By: 

Great American Insurance Company  
Surety  
By:   
Andrea Cantlon, Attorney-In-Fact

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 21605

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
BREANNA BOATRIGHT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **19TH** day of **FEBRUARY**, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*  
Assistant Secretary

*Mark V. Vicario*  
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **19TH** day of **FEBRUARY**, 2021

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **22nd** day of **April**, 2022



*Steph C. B.*  
Assistant Secretary

# BID PROPOSAL

**BID# 21300308**

**BID TITLE: "Fifth Street/Carson River Road Right Turn Pocket 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 BIDDER INFORMATION:**

<b>Company Name:</b>	A & K Earth Movers, Inc.
<b>Federal ID No.:</b>	88-0097157
<b>Mailing Address:</b>	515 Windmill Drive
<b>City, State, Zip Code:</b>	Fallon, NV 89406
<b>Complete Telephone Number:</b>	775-825-1636
<b>Complete Fax Number:</b>	775-825-6171
<b>Fax Number including area code:</b>	775-825-6171
<b>E-mail:</b>	Katkins@akearthmovers.com

<b>Contact Person / Title:</b>	Kevin Atkins, Secretary
<b>Mailing Address:</b>	515 Windmill Drive
<b>City, State, Zip Code:</b>	Fallon, NV 89406
<b>Complete Telephone Number:</b>	775-825-1636
<b>Complete Fax Number:</b>	775-825-6171
<b>E-mail Address:</b>	Katkins@akearthmovers.com

# BID PROPOSAL

**BP.2 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b> 0024548
License Classification(s): Class A, General Engineering
Limitation(s) of License: Unlimited
Date Issued: April 8, 1987
Date of Expiration: April 30, 2024
Name of Licensee: A & K Earth Movers, Inc.
<b>Carson City Business License Number:</b> BL-002511-2020
Date Issued: January 1, 2022
Date of Expiration: December 31, 2022
Name of Licensee: A & K Earth Movers, Inc.

**BP.3 DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

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

# BID PROPOSAL

**Corporation:**

State in which Company is Incorporated: Nevada
Date Incorporated: September 2, 1965
Name of Corporation: A & K Earth Movers, Inc.
Mailing Address 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Telephone Number: 775-825-1636
President's Name: K. Bart Hiatt
Vice-President's Name: N/A
Other 1) Name & Title: Kevin Atkins, Secretary Misty Thibodaux, Treasurer

**BP.4 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) Kevin Atkins	Eight

Title 1) General Manager/Secretary

Name 2) Richard Silva	Over Forty
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Title 2) Field Superintendent

Name 3) Tanner Hiatt	Fifteen
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Title 3) Project Manager

Name 4) Jerry Giovanetti	Twelve
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Title 4) General Superintendent

Name 5) Larry Giovanetti	Thirty-One
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Title 5) Paving Superintendent

# BID PROPOSAL

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

Title 6)

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

# BID PROPOSAL

**BP.5 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)

<b>Company Name 1):</b> See attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BID PROPOSAL

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:



**SCHEDULE B - A & K EARTH MOVERS**  
**PROJECTS COMPLETED SINCE 2017, OVER \$300,000.00**

COMPLETION DATE	PROJECT NAME	OWNER	CONTRACT AMOUNT
10/31/2021	Arbor Villas Phase II	Capstone Communities - GC	\$ 2,555,970.00
10/31/2018	Autumn Trails Phase II	Pinnacle Land Holdings	\$ 1,107,726.00
11/30/2019	Autumn Wood Phases I and II	D.R. Horton	\$ 2,668,709.00
10/31/2019	Banner Hospital Paving	Banner Health	\$ 513,970.00
12/31/2018	Bella Vista Ranch Clubhouse	Toll Brothers - GC	\$ 1,208,057.75
1/31/2017	Bella Vista Ranch D-1	Toll Brothers - GC	\$ 4,395,677.97
9/30/2017	Bella Vista Ranch D-2	Toll Brothers - GC	\$ 2,245,090.90
12/31/2018	Bella Vista Ranch D2 Phases II & III	Toll Brothers - GC	\$ 2,517,195.30
4/1/2017	Bella Vista Ranch D-2 Utilities	Toll Brothers - GC	\$ 3,163,527.94
12/31/2018	Bella Vista Ranch D-3	Toll Brothers - GC	\$ 722,272.86
5/31/2017	Bella Vista Ranch D-3	Toll Brothers - GC	\$ 629,061.11
12/31/2018	Bella Vista Ranch Village C	Toll Brothers - GC	\$ 7,361,368.42
6/30/2020	Blackstone Estates	KDH Builders	\$ 683,404.00
5/31/2021	Carson City I-580 Multi-Use Path	Carson City Public Works	\$ 923,397.00
5/31/2021	Carson City Airport Road Reconstruction	Carson City Public Works	\$ 2,052,754.00
8/31/2019	Carson City DMV	State of Nevada Public Works	\$722,000.00
10/1/2021	Carson City Northridge Drive Reconstruction	Carson City Public Works	\$791,907.00
6/30/2020	Carson City Pete Livermore Parking Lot	Carson City Public Works	\$582,680.00
3/31/2018	Churchill County Detention	Sletten Construction - GC	\$ 845,020.48
5/31/2021	Cyan Park	City of Reno	\$ 3,227,280.00
12/31/2018	Corona Cyan/Community Prk	Corona Cyran, LLC	\$ 342,004.49
8/31/2021	Deco Civil Site	SWD Quarry Bungalows	\$ 1,100,965.00
12/31/2019	Donner Lake Emergency Outlet	Truckee Meadows Water Authority	\$ 1,332,120.05
12/31/2018	Donner Trails Lift Station	City of Fernley	\$ 955,000.00
7/31/2021	Downtown Streetscapes Phase 4	City of Fallon	\$ 1,944,851.00
6/30/2019	Dotty's Hawthorne	Kaib Industries	\$ 455,783.58
11/30/2018	Eagle Canyon Unit 2	Capstone Communities - GC	\$ 3,081,319.00
6/30/2019	Eagle Canyon Unit 4	Capstone Communities - GC	\$2,989,842.80
10/31/2021	EWWTTP Potable Waterline	City of Fernley	\$ 810,413.00
1/31/2017	Fallon Airport FLX RW 13-31/Phase 2	City of Fallon	\$ 502,383.00
12/31/2018	Fallon Airport Reconstruct Apron	City of Fallon	\$ 586,505.87
9/1/2017	Fallon Paiute-Shoshone Tribe-Reservation Rd	FPST	\$ 311,986.75
12/31/2018	Fallon Paiute-Shoshone Tribe-Reservation Rd	FPST	\$ 319,409.14
12/31/2018	Fallon Youth Center	City of Fallon	\$ 1,153,554.89
WINTER 2021	FNAS #10-850	Clark Builders Group	\$ 14,149,974.00
WINTER 2021	FNAS Navy Housing	San Diego Family Housing	\$ 4,077,043.00
6/30/2019	FNAS P440 Airwing Simulator	Roger Lambert Const.	\$ 612,912.00
1/31/2017	Fountainhouse	SWD Quarry Bungalows	\$ 1,748,271.70
2/28/2019	Fountainhouse, Mixed Use	SWD Quarry Bungalows	\$ 442,532.20
8/30/2021	Front Street Reconstruction	City of Fallon	\$ 2,311,279.00
8/31/2019	Hardie Lane Reconstruction	City of Fernley	\$3,676,702.66
2/24/2021	Hawthorne Water Line	SOC Hawthorne	\$2,507,660.00
12/31/2018	Highland Canal	City of Reno	\$ 3,858,544.43
2/28/2018	Ladera Ranch Phase I Imp.	D.R. Horton	\$ 5,516,073.01
11/30/2019	Lattin Road Consolidation- Fallon	Churchill County	\$ 508,010.00
3/31/2021	Luxelocker Storage - Spanish Springs	Consolidated Construction Co. - GC	\$ 573,219.00
12/31/2018	MSC Ind. Bldg - Choate	Choate Construction Company	\$ 362,006.00
3/31/2018	NDOT #3590 - US95 Churchill County	State of Nevada DOT	\$ 9,901,376.78
11/30/2018	NDOT #3658 - Franktown Rd.	State of Nevada DOT	\$ 1,398,757.04
5/31/2017	NDOT #3659-Calle De La Plata	State of Nevada DOT	\$ 694,000.00
12/31/2017	NDOT #3659-Calle De La Plata	State of Nevada DOT	\$ 690,383.00
1/31/2019	NDOT #3652-Silver Springs	State of Nevada DOT	\$ 8,369,368.00
12/31/2019	NDOT #3694 - Airport Rd DO	State of Nevada DOT	\$ 1,838,587.01
9/30/2019	NDOT #3738	State of Nevada DOT	\$ 1,003,618.00
9/30/2019	NDOT #3773 Calle de La Plata	State of Nevada DOT	\$495,000.00
10/31/2018	NDOT #805-18/Kingsbury	State of Nevada DOT	\$ 666,026.72

**SCHEDULE B - A & K EARTH MOVERS**  
**PROJECTS COMPLETED SINCE 2017, OVER \$300,000.00**

COMPLETION DATE	PROJECT NAME	OWNER	CONTRACT AMOUNT
5/31/2020	NDOT #3809 - ADA Improvements	State of Nevada DOT	\$ 847,687.00
7/31/2021	NDOT #3847 Fernley Multi-Use Path	State of Nevada DOT	\$ 1,034,987.00
4/30/2020	New River Substation	Bodec Electric (G.C.)	\$301,000.00
6/30/2020	Northern Nevada	Affordable concepts	\$ 1,281,735.00
12/31/2017	ORMAT Tungsten	ORMAT	\$ 1,981,329.34
10/31/2018	ORMAT McGinness Hills #3 - Foundations	ORMAT	\$ 3,512,447.21
10/31/2021	Park Lane 1A	Neeser Construction	\$ 1,406,447.00
10/31/2021	Park Lane 3A	Neeser Construction	\$ 882,422.00
11/19/2021	Peckham Lane Multi Use Path	City of Reno	\$ 429,086.00
11/30/2018	Pine Grove Sewer Improvement	Churchill County	\$ 914,600.00
6/30/2017	Pine Grove Sewer System	Churchill County	\$ 944,000.00
9/30/2021	Pioneer Meadows Reach 9	Lennar - GC	\$ 913,521.00
9/30/2019	Pyramid Lake Paiute Tribe Concrete Ditch	Pyramid Lake Paiute Tribe	\$ 1,695,987.00
10/31/2021	Pyramid Lake Paiute Tribe Health Clinic	Pyramid Lake Paiute Tribe	\$ 465,350.00
6/30/2020	Planet Fitness, Canyon Center	Kalb Industries	\$ 567,708.00
8/30/2021	Rancharra Village D	Lyon Living	\$ 615,924.00
7/15/2020	River Park Units 16 & 17	KDH Builders	\$ 725,880.00
7/31/2017	Schulz Ranch Phase II - Topsy Lane	Lennar - GC	\$ 2,281,453.64
9/30/2019	Schulz Ranch Phase 4A	Lennar - GC	\$ 1,780,990.00
3/31/2017	Schulz Ranch/Race Trck Rd	Lennar - GC	\$ 2,235,300.63
12/31/2018	Sierra Vista Lane - FHWA	Federal Highway Administration	\$ 3,103,543.47
7/31/2020	Silver Dollars Infrastructure & Area 2	D.R. Horton	\$ 2,515,749.00
5/31/2021	Silver Dollar Area 2 Phase 2	D.R. Horton	\$ 1,233,309.00
3/31/2018	Sky Vista Commons II-SWD	SWD Quarry Bungalows	\$ 1,174,776.33
3/31/2017	Stockman's Casino Parking	Full House Resorts	\$ 589,378.00
1/31/2019	Straub - P420 Air Wing	Straub Construction	\$ 1,353,331.00
2/15/2020	Stonefield	Lennar - GC	\$ 2,118,287.00
9/30/2019	The Bridges	SWD Quarry Bungalows	\$ 1,151,243.29
4/15/2021	ULINE Expansion	United Construction - GC	\$ 3,956,519.00
10/31/2019	UNR Campus Roadway	University of Nevada - Reno	\$ 417,000.00
2/28/2019	UNR Peccole Parking Lot	University of Nevada - Reno	\$ 941,140.70
11/30/2018	UNR Roadway Repair	University of Nevada - Reno	\$ 313,044.00
6/30/2019	WCSD: Hug High School Track Replacement	Washoe County School District	\$309,000.00
9/30/2019	WCSD: Schultz Bus Yard	Washoe County School District	\$767,000.00
11/30/2018	Waste Management RTS - Redevelopment	Ranger Construction - GC	\$ 1,869,418.42
10/15/2021	Weapons Paving	Pave-Tech - GC	\$ 1,141,137.00
2/28/2019	Wild Stallion Estates	Lennar - GC	\$ 3,170,927.74
3/31/2018	Yomba - YSIR 1(2) Road Improvement	Yomba Shoshone Tribe	\$ 303,490.00

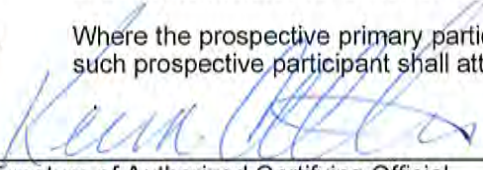
Contact Allison Leary (ALEary@AKEarthmovers.com) if you should require more detailed information, including Owner Contact, Design Engineer, etc. Our software does not have a report with this information.

PLEASE NOTE: There are over 100 small jobs, from \$10,000.00 to \$300,000.00, that were completed in the past five years.

# BID PROPOSAL

## BP. 6 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 Atkins  
 \_\_\_\_\_  
 Printed Name

Secretary  
 \_\_\_\_\_  
 Title  
 4/26/2022  
 \_\_\_\_\_  
 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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	1.07	5.47
2020	.91	5.43

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

<sup>2</sup> 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.7 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 General 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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406		
Phone 775-825-1636	Nevada Contractor License # 0024548	Limit of License Unlimited	
Description of work All scope of work not performed by Subcontractors			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP.8 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 Nevada Barricade & Signs	Address 9530 North Virginia St, Reno NV 89506	
Phone 775-331-5100	Nevada Contractor License # 0052315	Limit of License Unlimited
Description of work Signs and Striping		
Name of Subcontractor Tahoe Fence Company	Address 36 Brown Drive, Mound House NV 89706	
Phone 775-882-1063	Nevada Contractor License # 53722A	Limit of License \$1,200,000.00
Description of work Remove & Re-install Fence		
Name of Subcontractor Mapca Survey	Address 580 Mount Rose St, Reno NV 89509	
Phone 775-432-2067	Nevada Contractor License # NA	Limit of License NA
Description of work Layout and Survey		
Name of Subcontractor A&K Earth Movers Inc.	Address 515 Windmill Dr, Fallon NV 89046	
Phone 775-825-1636	Nevada Contractor License # 0024548	Limit of License Unlimited
Description of work All scope of work not performed by subcontractors		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 9 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

## Local Preference Affidavit

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

I, Kevin Atkins, on behalf of the Contractor, A & K Earth Movers, Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. **21300308**, Project Name "**Fifth Street/Carson River Road Right Turn Pocket Project**", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of A & K Earth Movers, 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. 147 and NRS 338.1389:

- 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 Atkins Title: Secretary  
 Signature: [Handwritten Signature] Date: 4/26/2022

Signed and sworn to (or affirmed) before me on this 26 day of April, 20 22,  
 by Kevin Atkins (name of person making statement).

State of Nevada )  
 )ss.  
 County of Washoe )

Teri L. Rutledge 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-00-01-18-0004**

**A & K EARTH MOVERS INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** 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. 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 **MAY 1, 2021** AND EXPIRES ON **APRIL 30, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE **3/31/2021**  
FOR MARGI A. GREIN, EXECUTIVE OFFICER



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 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. 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.

Exhibit A





# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (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-00-01-18-0004**

**A & K EARTH MOVERS INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** 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. 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 **MAY 1, 2022** AND EXPIRES ON **APRIL 30, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Nancy Mathias*

NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

*4/13/2022*  
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 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. 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.

Exhibit A

# BID PROPOSAL

**BP.10 ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I Kevin Atkins (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 "**Fifth Street/Carson River Road Right Turn Pocket Project**", contract number **21300308**, 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:** A & K Earth Movers, Inc.

**PRINTED NAME OF BIDDER:** Kevin Atkins

**TITLE:** Secretary

**FIRM:** A & K Earth Movers, Inc.

**Address:** 515 Windmill Drive

**City, State, Zip:** Fallon, NV 89406

**Telephone:** 775-825-1636

**Fax:** 775-825-6171

**E-mail Address:** Katkins@akearthmovers.com

*Kevin Atkins*  
(Signature of Bidder)

**DATED:** 4/26/2022

Signed and sworn (or affirmed) before me on this 26 day of April, 2022, by

Kevin Atkins

*Teri L. Rutledge*  
(Signature of Notary)



**Additional Required Documents to be Completed by Prime & Sub-Contractor**

✓	Document	Due	Reference
	<b>List of Subcontractors &amp; Suppliers Bidding</b>		
	General	Due from lowest 3 bidders within 24-hours after bid opening	BP-11
	<b>Bidder Subcontractor Information-5%</b>		
	General	Bid ,	BP-9
	<b>Bidder Subcontractor Information-1%</b>		
	General	Due from lowest 3 bidders-2 hrs after opening	BP-10
	<b>Cert Auth &amp; Understanding</b>		
	General	Bid	B-2
	Sub-Contractor	Award	B-2
	<b>Conflict of Interest</b>		
	General	Bid	B-3
	Sub-Contractor	First week of Work	B-3
	<b>Project Workforce Checklist (If over 100k)</b>		
	General	24 Hours from Bid Opening	B4-B5
	Sub-Contractor	24 Hours from Bid Opening	B4-B5
	<b>Sub-Contractor Monthly Payment Report</b>		
	General	With each pay app	B-6

### Certification of Authorization and Understanding

Project Name: Fifth Street/Carson River Road Right Turn Pocket Project

Project Number: P303521008

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Kelly Workman  
Payroll Officer (Name)  
Kelly A Workman  
Payroll Officer (Signature)

A & K Earth Movers, Inc.  
(Name of Contractor/Subcontractor)  
By [Signature]  
(Owner's Signature) K. Bart Hiatt

Owner/President  
(Title)

0024548  
(Contractor/Subcontractor License Number)

April 22, 2022  
(Date)

**Conflict of Interest Disclosure Form**

Date: April 26, 2022

Project: P303521008

Title: Fifth Street/Carson River Road Right Turn Pocket Project

Name: Kevin Atkins

Position: Secretary

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Kevin Atkins, Secretary

Date: April 26, 2022



www.nscb.nv.gov

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**A & K EARTH MOVERS INC**

Licensed since April 08, 1987

License No. **0024548**

Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

KELLY HIATT, President, QI  
KEVIN ATKINS, Secretary  
MISTY THIBODAUX, Treasurer  
SCOTT HIATT, VP/Secretary  
JERRY GIOVANETTI, QI  
TANNER HIATT, QI

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 04/30/2024



*[Signature]*  
\_\_\_\_\_  
Chair, Nevada State Contractors Board



### STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

A & K EARTH MOVERS INC  
P O BOX 1059  
FALLON, NV 89407

LIC. NO. 0024548  
EXPIRES:

LIMIT: Unlimited

04/30/2024

Class: A

STATE OF NEVADA  
STATE CONTRACTORS BOARD  
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

### POCKET CARD RE-ORDER FORM

Enclosed is \$ \_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

A & K EARTH MOVERS INC  
P O BOX 1059  
FALLON, NV 89407

## SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

A &amp; K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/03/2021.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

Certificate Number: B202109031966794

You may verify this certificate  
online at <http://www.nvsos.gov>



**Carson City Business License Division**

108 E. Proctor Street  
Carson City, NV 89701  
(775) 887-2105 - Hearing Impaired: 711  
buslic@carson.org

**BUSINESS LICENSE CERTIFICATE**

**Business Name:** A & K EARTHMOVERS, INC  
DBA: A & K EARTHMOVERS

**Business Location:** 515 WINDMILL DR  
FALLON, NV 89406

**Mailing Address:** P.O. BOX 1059  
FALLON, NV 89407

**Owner:** A & K EARTHMOVERS

**License Number:** BL-002511-2020

**License Type:** Business License

**Issued Date:** 1/1/2022

**Classification:** Contractors

**Expiration Date:** 12/31/2022

**Fees Paid:** \$78.75

Thank you for choosing to operate your business in Carson City.

Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division.

**TO BE POSTED IN A CONSPICUOUS PLACE**



**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID No. 21300308**  
**PWP-CC-2022-305**

**Fifth Street/Carson River Road Right Turn Pocket Project**

April 26, 2022

**Addendum No. 1**

The City will hold the bid opening via webex meeting, the link is provided below.

**Bid Opening Live Video**

Bid opening will begin at **11:30am** on **April 28, 2022**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=m6a276280caa6ae57fe36cbe0b76dcb4a>

Meeting number: 2480 301 1816

Join by phone +1-408-418-9388 United States Toll

Access code: 2480 301 1816

 4-26-22

# STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

SHANNON M. CHAMBERS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2022 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

**DATE OF DETERMINATION: October 1, 2021**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

Skip



State of Nevada Department of Business & Industry

NV.gov

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# Office of the Labor Commissioner

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## 2021-2022 Prevailing Wage Rate Amendment 6

### Amendment 6

- AMENDMENT 6
- Classification – Laborer Recognized Holidays
- County – Washoe County and Northern Nevada Rural Regions
- Effective – November 23, 2021

The following represents the amended wage rates.

Craft: Laborer(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

### RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

Request ADA document remediation for individuals using assistive technology devices

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Version 2.2

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**BID# 21300308 Fifth Street/Carson River Road Right Turn Pocket Project**  
**Date and Time of Opening 4/26/2022 @ 11:30am**

Line #	Description	QTY	UOM	A&K Earth Movers, Inc.		RaPiD Construction, Inc.	
				Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization, and Cleanup	1	LS	\$30,845.00	\$30,845.00	\$25,007.75	\$25,007.75
1.2	Traffic Control	1	LS	\$13,000.00	\$13,000.00	\$11,500.00	\$11,500.00
1.3	Stormwater Pollution Prevention	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1.4	Potholing	1	LS	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00
1.5	Remove Existing AC Pavement and Base Material	2850	SF	\$3.00	\$8,550.00	\$4.00	\$11,400.00
1.6	Remove P.C.C. Curb & Gutter	375	LF	\$8.80	\$3,300.00	\$11.00	\$4,125.00
1.7	Remove and Salvage/Return Sign and Post to City	2	EA	\$165.00	\$330.00	\$210.00	\$420.00
1.8	Remove and Relocate Fence and Posts	350	LF	\$18.70	\$6,545.00	\$40.00	\$14,000.00
1.9	Adjust Gas Valve Box and Lid to Finish Grade	1	EA	\$1,000.00	\$1,000.00	\$2,600.00	\$2,600.00
1.10	Earthwork/Grading (626 CY Cut/167 CY Fill)	1	LS	\$48,000.00	\$48,000.00	\$26,000.00	\$26,000.00
1.11	Obliterate Existing Striping/Pavement Legend	1	LS	\$2,200.00	\$2,200.00	\$2,350.00	\$2,350.00
1.12	Install 18" CMP Storm Drain Pipe	20	LF	\$125.00	\$2,500.00	\$180.00	\$3,600.00
1.13	Install 18" Metal Flared End Section with Animal Guard	1	EA	\$1,700.00	\$1,700.00	\$380.00	\$380.00
1.14	Install Rip-Rap Dissipator over Non-Woven Geotextile Fabric	565	SF	\$8.00	\$4,520.00	\$9.00	\$5,085.00
1.15	Construct Decomposed Granite Path	3975	SF	\$4.00	\$15,900.00	\$2.50	\$9,937.50
1.16	Construct Plant mix Bituminous Pavement, Type 2 PG64-28NV (4"AC on 8" Agg. Base)	5525	SF	\$8.20	\$45,305.00	\$10.00	\$55,250.00
1.17	Construct P.C.C. Sidewalk Type A	25	SF	\$14.00	\$350.00	\$36.00	\$900.00
1.18	Construct P.C.C. Curb Ramp	105	SF	\$24.00	\$2,520.00	\$70.00	\$7,350.00
1.19	Construct P.C.C. Curb & Gutter Type 1	325	LF	\$38.00	\$12,350.00	\$90.00	\$29,250.00
1.20	Install Removable Pipe Bollard	1	EA	\$1,850.00	\$1,850.00	\$1,300.00	\$1,300.00
1.21	Install Sign and Post	5	EA	\$700.00	\$3,500.00	\$775.00	\$3,875.00
1.22	Paint 4" White Solid Stripe	155	LF	\$1.10	\$170.50	\$1.20	\$186.00
1.23	Paint 4" White Skip Stripe	100	LF	\$1.10	\$110.00	\$1.20	\$120.00
1.24	Paint 6" White Solid Stripe	455	LF	\$1.10	\$500.50	\$1.20	\$546.00
1.25	Paint 6" White Skip Stripe	120	LF	\$1.10	\$132.00	\$1.20	\$144.00
1.26	Paint 12" White Do Not Block Intersection Box	65	LF	\$14.00	\$910.00	\$14.75	\$958.75
1.27	Paint 24" White Stop Bar	15	LF	\$8.20	\$123.00	\$9.00	\$135.00
1.28	Paint 24" White Crosswalk Marking	70	LF	\$8.20	\$574.00	\$9.00	\$630.00
1.29	Paint White Turn Arrow	3	EA	\$65.00	\$195.00	\$70.00	\$210.00
1.30	Paint White Bike Lane Symbol	1	EA	\$65.00	\$65.00	\$70.00	\$70.00
1.31	Paint White Yield Bar	8	EA	\$17.00	\$136.00	\$18.00	\$144.00
1.32	Paint 4" Double Yellow Solid Stripe	290	LF	\$1.10	\$319.00	\$1.20	\$348.00
				<b>\$220,000.00</b>		<b>\$226,622.00</b>	

**Carson City is recommending award to A&K Earth Movers, Inc. and is tentatively scheduled for approval and award at the May 11, 2022 Regional Transportation Commission meeting.**

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** May 11, 2022  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** April 19, 2022  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of March 2022

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	600	1,085
Street Patching Operation (tons of asphalt)	0	423
Pot Holes Repaired	10	182

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	2	205
Tree Removal	6	21
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	325	2,515
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	989	4,760

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	31	251
Curb & Gutter (linear feet)	159	1,632
Sidewalk & Flat Work (sq/ft)	1,196	8,971
Wheel Chair Ramps	0	2
Misc.		0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	1020	2478
Shoulder Work on Asphalt Roads (feet)	528	8,651
Debris Cleaned	0	162

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	81	4,190
Lineal foot of ditch cleared	1,567	14,228
Pipe Hydro Flushed (linear feet)	0	4,537

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	978	6,390
Material Picked Up (yards)	444	3,199
City Parking Lots Swept	1	34

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	46	308

Bins Hauled for Sweeping Operation (yards)	56	285
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	36
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	43	194
Signs Replaced	28	112
Sign Post Replaced	6	38
Signs Refurbished/Replaced due to Graffiti Damage	12	244
Delineators Replaced	15	129
Cross Walks Painted	2	106
Stop Bars Painted	1	180
Yield Bars Painted	2	43
Right Arrows Painted	0	2
Left Arrows Painted	0	1
Straight Arrows Painted	0	1
Stop (word) Painted	0	47
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	5	38
Curb Painted (linear feet)	0	25

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	1	17
Sand/Salt mixture applied (Yards)	5.5	662.5
Brine mixture applied (Gallons)	0	3,890
Rain Event/Flood Control	0	4
Drainage Inlets Cleared	0	1020
Material removed from S/D system	0	147.5
Wind	0	0





# Project Status Report

6-C

## Carson City Regional Transportation Commission Capital Project Information

Meeting Date: May 11, 2022

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Bryan Byrne, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$81,299	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$205,471	3
P303519009 - Roop Street Rehabilitation Project	\$106,542	4
P303520001 - FY 2020 District 2 Long Street Project	\$1,816,456	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$700,430	6
P303521001 - Colorado Street CDBG Pavement Project	\$135,688	7
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$114,342	8
P303521007 - 2021 School Zones	\$314,936	9
P303521008 - District 3 E. 5th Street Reconstruction Project	\$34,357	10
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$19,039	11
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$17,394	12
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$17,540	13
P751021001 - East William Complete Streets Project	\$71,465	14
P303522005 - DMV Multi-Use Path Project	\$590	15
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$29	16
	<b>\$3,635,580</b>	

\*As of April 25, 2022; includes design, construction management, and construction costs to date.

**Project Name:** Freeway Multi-Use Path to Edmonds Sports Complex  
**Project Number:** P303518008  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$81,299	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	Yes	\$1,618,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

**Project Description**

**Project Length** 2.3 miles of multi-use path.

This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

**Project Justification**

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

This project is currently in the design phase. 90% design has been completed. Portions of the path fall within BLM property and thus require an easement. The City has submitted an application to the BLM to allow for the multi-use path within BLM property. Initial indication from the BLM is that the easement will be authorized this spring or summer. As a result, the construction is delayed until 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-22	23-Sep-19
Construction	Apr-23	Oct-23	TBD



**Project Name:** Kings Canyon Trailhead Improvements and Roadway Reconstruction Project  
**Project Number:** P303519006  
**Department Lead:** Public Works

Project Cost to Date	\$205,471	As of Date	Grant Funded	Total Budget
		April 25, 2022	Yes	\$5,367,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
5053705	507010	Stormwater Drainage	FY21	\$35,400
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500

**Project Description**

**Project Length** 0.82 miles (4,300 feet) of full roadway reconstruction.

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

**Project Justification**

The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.

**Project Status**

Construction is nearly complete. All trailhead improvements have been installed and striping was completed. Final punch list work remains.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Jul-21	May-22	N/A



**Project Name:** Roop Street Rehabilitation Project  
**Project Number:** P303519009  
**Department Lead:** Public Works

Project Cost to Date	\$106,542	As of Date	Grant Funded	Total Budget
		April 25, 2022	No	\$1,201,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
2503035	507010	RT Fund	FY21	\$95,000

**Project Description**

**Project Length** 0.2 miles (1,200 feet) of full roadway reconstruction.

This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

**Project Justification**

This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

**Project Status**

The design has been completed. This project will be bid this Fall to allow for more competitive bids. Construction planned for 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Feb-22	N/A
Construction	Apr-23	Sep-23	N/A



**Project Name:** FY 2020 District 2 Long Street Project  
**Project Number:** P303520001  
**Department Lead:** Public Works

Project Cost to Date	\$1,816,456	As of Date	Grant Funded	Total Budget
		April 25, 2022	No	\$1,797,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5203505	507010	Water Fund	FY20	\$898,305
5103205	507010	Wastewater Utility Fund	FY20	\$207,540

**Project Description**

**Project Length** 0.55 miles (2,900 feet) of sewer, water, and roadway replacement.

The project includes the installation of 8” waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.

**Project Justification**

The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.

**Project Status**

All utility and concrete work has been completed. Aspen is currently working on asphalt patching and plans to repave Long Street the week of 5/9/22.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	May-22	8/1/2021



**Project Name:** Robinson Area Sewer Replacement Project  
**Project Number:** P320121001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$700,430	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$2,923,409
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905

**Project Description**

**Project Length** 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.  
 The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

**Project Justification**

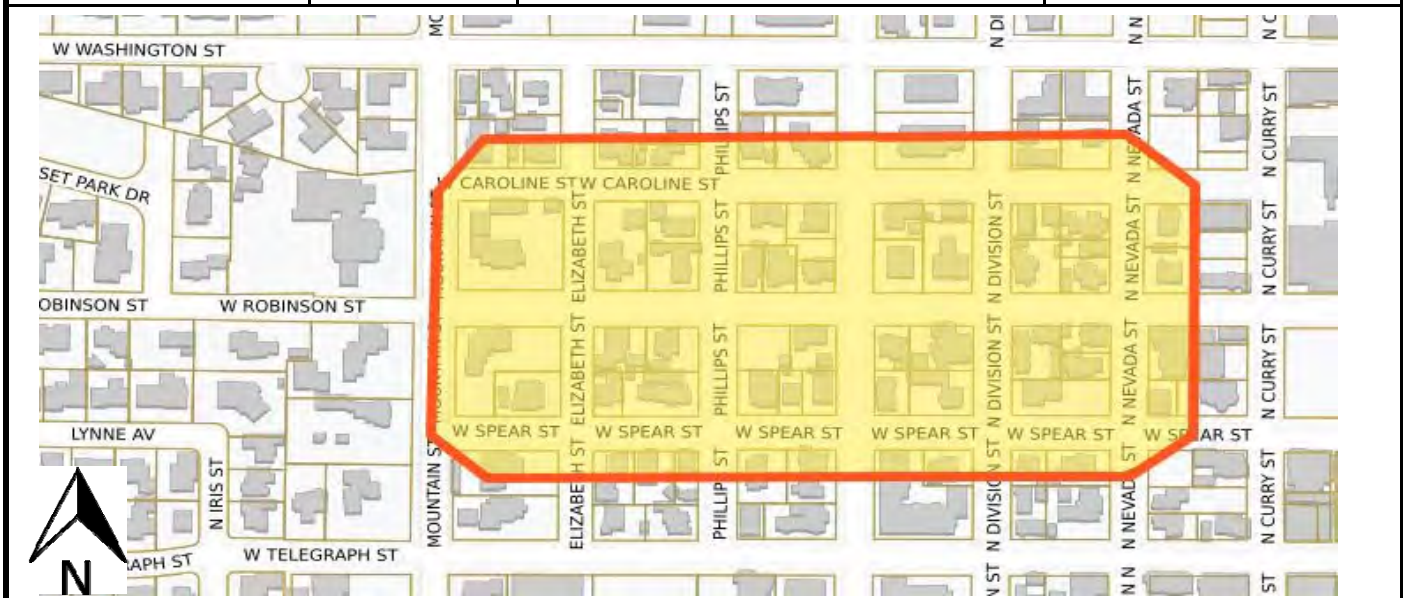
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

**Project Status**

Construction of the water main on Robinson is complete. Construction of the sewer main on Telegraph Street is almost complete. Aspen Developers will be replacing sewer laterals on Telegraph Street and Spear Street as well as replacing curb, gutter, sidewalk, and prepping the road for replacement of pavement on Robinson Street in May and June.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Jun-22	NA





**Project Name:** District 3 Center Drive Reconstruction Project  
**Project Number:** P303521006  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$114,342	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$990,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$765,000
5103205	507010	Waste Water Fund	FY21	\$225,000

**Project Description**

**Project Length** 2,550 feet of sewer installation and roadway reconstruction.  
 Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of sanitary sewer, and drainage improvements.

**Project Justification**

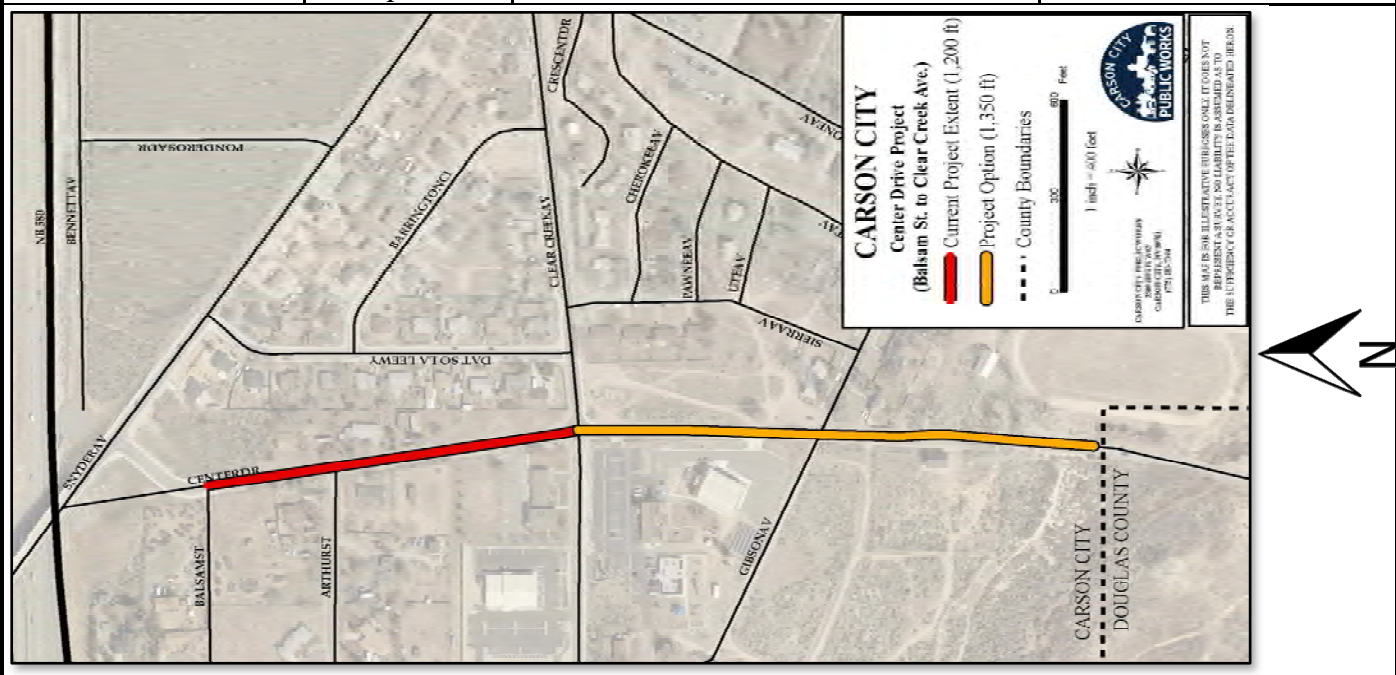
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

**Project Status**

Construction by Herback General Engineering, LLC began in April 2022. Sewer work will be complete in the next week or two and construction of the full project is planned to be completed by June 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA





<b>Project Name:</b> 2021 School Zones				
<b>Project Number:</b> P303521007				
<b>Department Lead:</b> Public Works				
<b>Project Cost to Date</b>	\$314,936	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$340,920
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$300,000
2503035	507010	RT Fund from P303517008	FY21	\$40,920
<b>Project Description</b>				
<b>Project Length</b>	Five School Zones			
Adjustment of existing signing and installation of new school zone beacons and speed radar signs at select school zones in Carson City. School Zone include, Fritsch Elementary, Carson Middle School, Bordewich Bray Elementary, Eagle Valley Middle School, and Pioneer High School.				
<b>Project Justification</b>				
The Board of Supervisors budgeted \$300,000 from the General Fund for use by the RTC for a review and refinement of school speed limit zones, including possible changes to school speed limit zone sign locations, installation of new flashing beacons, and revisions to the school speed limit zone time restrictions. Revisions to be implemented as a part of this project are recommended to be focused primarily on those zones listed above. RTC approved staff's proposed approach at the March 10, 2021 meeting and provided direction to implement the identified possible refinements. Should any of the \$300,000 authorized remain, staff received RTC authorization to implement refinements to other school zone areas city-wide, in a consistent manner until funding is expended.				
<b>Project Status</b>				
All punch list work has been completed and retention will be released. This project will be removed from this summary.				
<b>Project Schedule</b>				
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>	
Design	Mar-21	Jun-21	NA	
Construction	Aug-21	Dec-21	NA	
City Wide				

**Project Name:** District 3 E. 5th Street Reconstruction Project  
**Project Number:** P303521008  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$34,357	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	Yes	\$3,495,200
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	2022	\$646,000
2503035	507010	RT Fund (Federal-STBG)	2022	\$2,366,000
2533035	507010	V&T Infrastructure Fund	2022	\$108,200
5203035	507010	Water Fund	2022	\$375,000

**Project Description**

**Project Length** | 1.2 Miles

E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

**Project Justification**

The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

**Project Status**

Bids for the right-turn pocket were opened in April and the contract for award will be presented at the May RTC meeting. The design for the roundabout and other portions of the project is ongoing with construction planned for 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Feb-23	8/5/2021
Construction	Apr-23	Dec-23	TBD



**Project Name:** District 4 Curry Street Pavement Preservation Project  
**Project Number:** P303522001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$19,039	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$491,074
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	2022	\$491,074

**Project Description**

**Project Length** | 1.1 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Koontz Lane. Other items of work include pavement patching and striping.

**Project Justification**

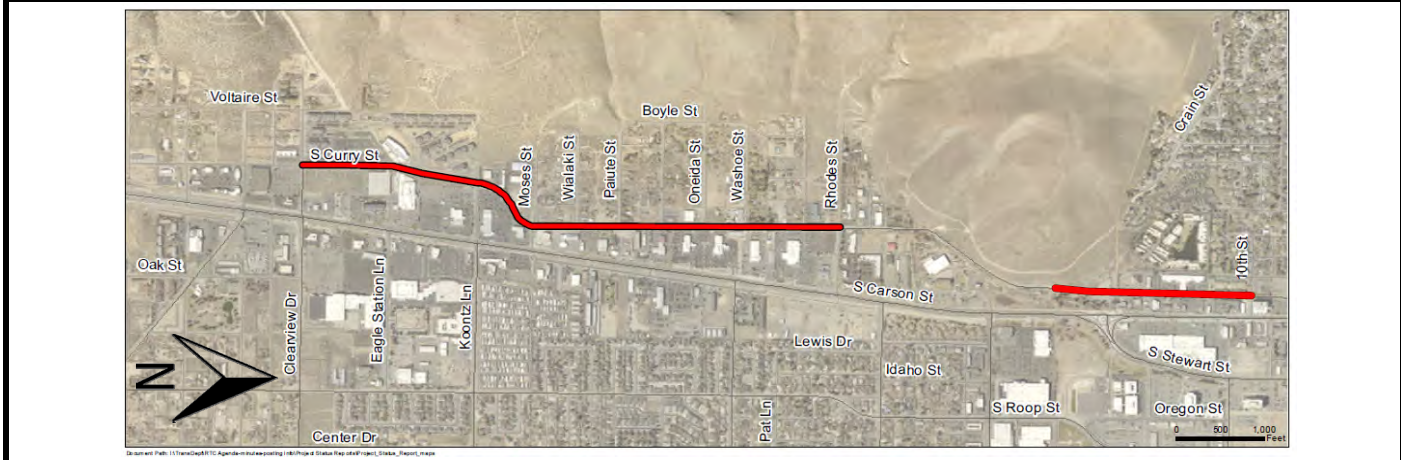
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the roadway.

**Project Status**

Bids opened April 2022. Construction award to be presented at the May RTC meeting. Pending approval, construction will start in June 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** District 4 Saliman Road Pavement Preservation Project  
**Project Number:** P303522002  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$17,394	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$420,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	2022	\$420,000

**Project Description**

**Project Length** | 0.88 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, minor landscaping, and striping.

**Project Justification**

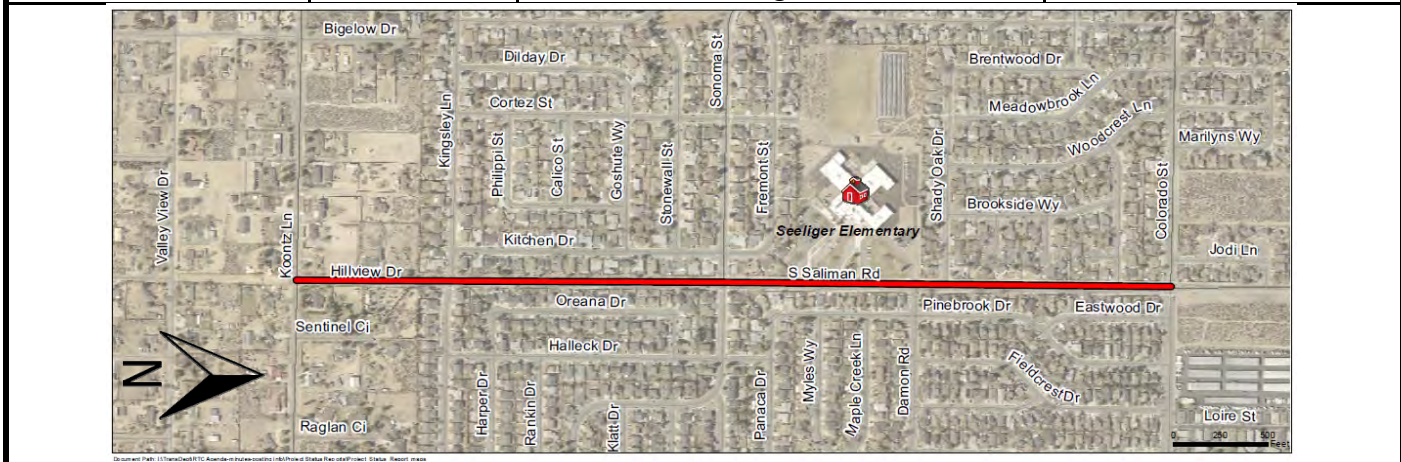
Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

**Project Status**

Bids opened April 2022. Construction award to be presented at the May RTC meeting. Pending approval, construction will start in June 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** District 4 Silver Sage Drive Pavement Preservation Project  
**Project Number:** P303522003  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$17,540	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	No	\$650,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	2022	\$588,000
5053705	507010	Stormwater Drainage	2022	\$62,000

**Project Description**

**Project Length** | 0.87 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Sliver Sage Drive between Koontz Lane and Colorado Street. It also includes work at the intersection of Colorado and Roop Street. The project includes minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops. Other items of work include pavement patching, striping, and installation of an RRFB across Koontz Lane near the Raley's.

**Project Justification**

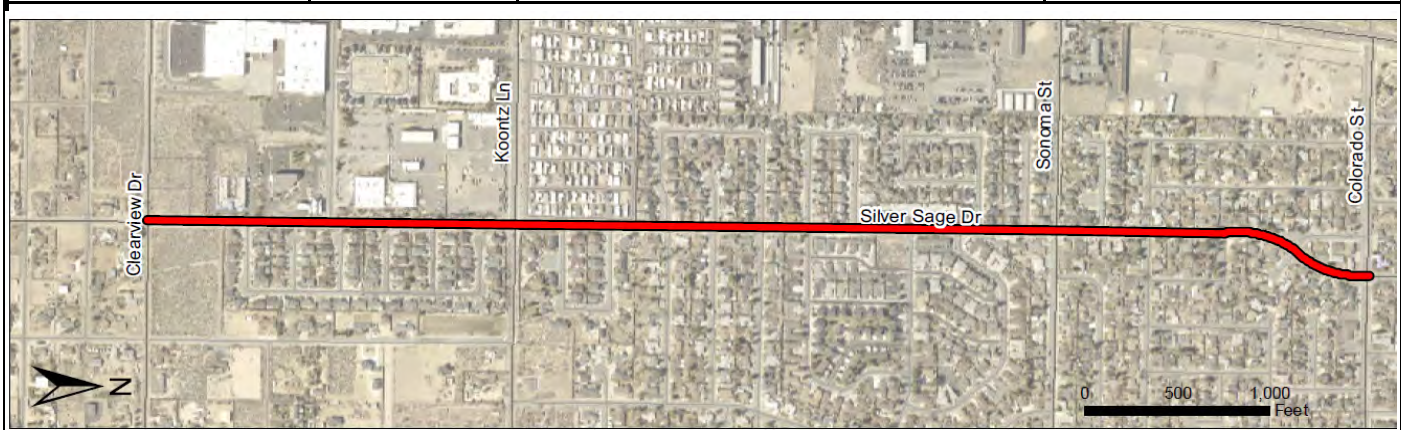
Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan increasing accessibility for pedestrians and transit users.

**Project Status**

Bids opened April 2022. Construction award to be presented at the May RTC meeting. Pending approval, construction will start in June 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** East William Complete Streets Project  
**Project Number:** P751021001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$71,465	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		April 25, 2022	Yes	\$21,400,047
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2453028	501210	CAMPO	2022	\$100,000
2503035	507010	RT Fund (RAISE)	2023	\$9,300,000
3100615	507010	Infrastructure Fund	2022/2023/2024	\$4,459,260
6037510	507010	Redevelopment Capital	2022/2023	\$385,000
		Federal Earmark	2023	\$2,000,000
		Water / Sewer / Stormwater	2023/2024	\$5,155,787

**Project Description**

**Project Length** 1.5 Miles of complete streets improvements and associated utility infrastructure  
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

**Project Justification**

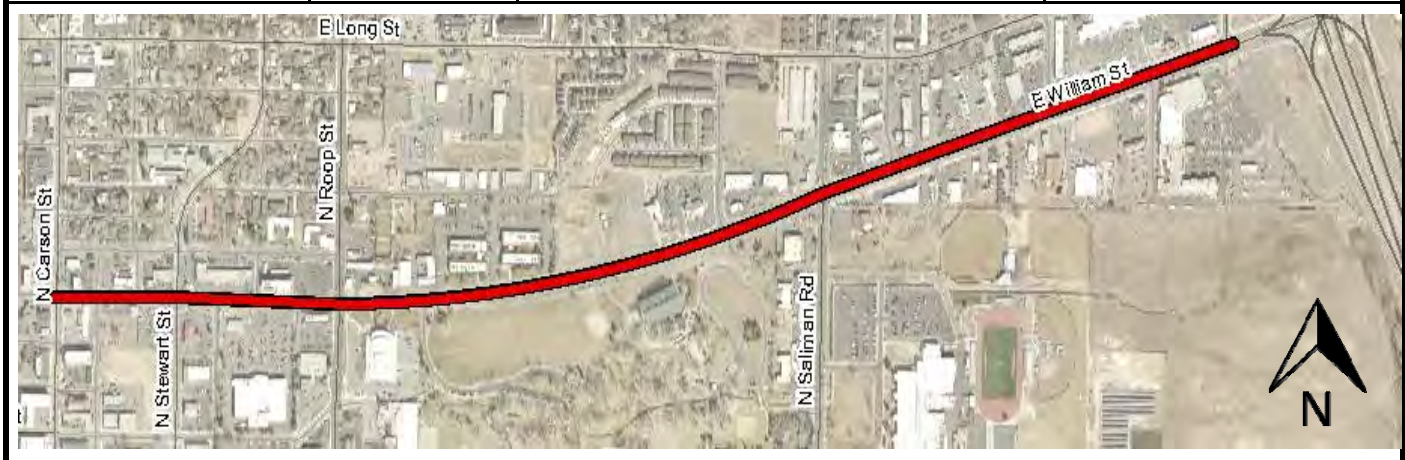
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with only minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant in the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street

**Project Status**

The feasibility study phase of the project will be complete by the end of May. Public Works hosted a public meeting on May 3rd and plans to bring the preliminary cross sections for the project to the May RTC meeting for review. The City is in discussion with NCE to scope the next phase of the project and plans to start design in June/July progressing to 30% design by the end of summer.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Jun-23	NA
Construction	Oct-23	Dec-24	TBD



**Project Name:** DMV Multi-Use Path Project  
**Project Number:** P303522005  
**Department Lead:** Public Works

Project Cost to Date	\$590	As of Date	Grant Funded	Total Budget
		April 25, 2022	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$81,500
2503035	507010	RT Fund (Federal-TAP)	2022	\$1,548,500

**Project Description**

**Project Length** | 0.37 miles of new paved path; 7 miles rehabilitated path

This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

**Project Justification**

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

Design has begun and the project is currently conducting survey for the project limits. Design is expected to be completed in April 2023 with construction outlined for spring/summer of 2024.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Apr-23	1/11/2022
Construction	Spring 2024	Fall 2024	TBD



**Project Name:** Appion Way Traffic Signal and Intersection Improvement Project  
**Project Number:** P751021002  
**Department Lead:** Public Works

Project Cost to Date	\$29	As of Date	Grant Funded	Total Budget
		April 25, 2022	No	\$378,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	22	\$58,000
6037510	507010	Redevelopment Capital	22	\$100,000
2503082	475100	Developer Contribution	22	\$220,800

**Project Description**

**Project Length** | New signal at intersection of S. Carson Street and Appion Way

Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

**Project Justification**

Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 5.

**Project Status**

This project is beginning design with survey being completed in May 2022. Design is expected to be completed by end of calendar year 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Dec-22	NA
Construction	Summer 2023	Fall 2023	TBD

