

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
REGIONAL TRANSPORTATION COMMISSION**

Day: Wednesday
Date: April 13, 2016
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

NOTE:

The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on April 11, 2016).

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under “Agendas & Minutes” at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. PUBLIC COMMENT:

Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

3. APPROVAL OF MINUTES:

3.A Approval of Minutes – January 13, 2016 (**For Possible Action**)

4. PUBLIC MEETING ITEM(S):

4.A (For Possible Action) To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-095, "Empire Elementary School Area ADA/Pedestrian Improvement Project" for a bid amount of \$180,717.50, plus a 10% contingency amount of \$18,072 for a total not to exceed price of \$198,789.50 to be funded from the Sidewalk Improvement CDBG/FTA account.

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Empire School Area ADA/Pedestrian Improvement project. The project consists of removing approximately 11,300 sq. ft. of existing sidewalk improvements and constructing approximately 4,000 sq. ft. of sidewalk and accessibility ramps, 5,200 sq. ft. of driveways and aprons, and 1,700 sq. ft. of pavement. This project also includes re-stripping and relocating utilities that are along the accessible path. This project includes all common phases of construction customarily associated with this type of project.

4.B (For Possible Action) To authorize the Transportation Manager to sign Agreement No. NM123-16-201 for the installation and maintenance of lighting near the intersection of U.S. Highway 50 and Empire Ranch Road.

Staff Summary: Carson City and the Nevada Department of Transportation (NDOT) wish to enter an agreement whereby NDOT will purchase and install lighting at the intersection of U.S. Highway 50 and Empire Ranch Road, and the City will maintain the lighting upon completion of the installation.

4.C (For Possible Action) To approve a Federal Lands Access Program (FLAP) Project Memorandum of Agreement that documents the responsibilities for the development, construction, and future maintenance of Sierra Vista Lane.

Staff Summary: The FLAP grant Memorandum of Agreement identifies and assigns certain responsibilities between the Bureau of Land Management, Carson City and Central Federal Lands Highway Division. The agreement is for the reconstruction of a 2.5-mile portion of Sierra Vista Lane, that provides three improved parking areas with way finding signs, to improve recreational access for visitors to Federal lands and in turn improves the quality of life for Carson City residents desiring to recreate on Federal lands. The reconstruction is scheduled to start in the spring of 2017 and anticipated to be completed in the fall of 2017.

4.D (For Possible Action) To approve a Federal Lands Access Program (FLAP) Project Reimbursement Agreement to reimburse Central Federal Lands Highway Division for five percent of the cost to reconstruct a 2.5-mile portion of Sierra Vista Lane, including improvements to three parking areas and way finding signs. The FLAP grant will provide 95% of the funds to reconstruct Sierra Vista Lane.

Staff Summary: The FLAP grant Reimbursement Agreement between Carson City and Central Federal Lands Highway Division documents the scope of work for reconstructing Sierra Vista Lane, the required local match, and the financial administration procedures for the grant.

4.E (For Possible Action) To determine that Creative Bus Sales (Arboc) is the lowest responsive and responsible bidder (Contract File 1516-099) pursuant to N.R.S. Chapter 332 and to authorize Public Works to purchase two Fixed Route Buses for a bid amount of \$313,235.00 each, with the option to purchase additional buses in future years, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2016/2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the new 2016 35-foot-long ADA compliant fixed route buses. The overall contract term is four years, with an option to purchase up to four additional buses during each of the three option years, however, the RTC is only obligated to purchase the initial two buses at the current bid price of \$313,235 per bus. Additional buses purchased under the option agreement would be brought back to the Commission for approval in a future fiscal year at a price to be determined at the time the option is exercised. The procuring agency requests proposals for the manufacture and delivery of a minimum of two (2) fixed route buses in accordance with the terms and conditions set forth herein.

4.F (Information only) Free rides on Jump Around Carson (JAC) during election day, November 8, 2016.

Staff Summary: In order to provide citizens the opportunity to cast their ballot during the upcoming presidential election, JAC will be offering free rides on each of its four fixed routes during all hours of operation on November 8, 2016.

4.G (Information Only) Information on proposed ballot language regarding the November 2016 Carson City Fuel Revenue Indexing ballot question.

Staff Summary: Pursuant to Assembly Bill 191, enacted during the 78th (2015) Session of the Nevada Legislature, all counties except Washoe and Clark are required to place on the ballot at the 2016 General Election a question which asks the voters in the county whether to authorize the Board of Supervisors to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases to taxes on certain motor vehicle fuels (e.g. gasoline and diesel).

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

Future Agenda Items: Discussion and overview of matters which may be included on future agendas (**Information only**).

5.A Street Operations Monthly Activity Report - December 2015

5.B Street Operations Monthly Activity Report - January 2016

5.C Street Operations Monthly Activity Report - February 2016

5.D Project Status Report

6. BOARD COMMENTS:

Status reports and comments from the members of the RTC Board (**Information only**).

7. PUBLIC COMMENT:

Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

8. ADJOURNMENT: For Possible Action

AGENDA MANAGEMENT NOTICE/ DISCLOSURES:

The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Any member of the RTC may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, May 11, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, April 7, 2016, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Community Development, 108 E. Proctor Street

City Website: www.carson.org/agendas

State Website: <https://notice.nv.gov>

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the January 13, 2016 Meeting

Page 1

DRAFT

A regular meeting of the Carson City Regional Transportation Commission was scheduled for 4:30 p.m. on Wednesday, January 13, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
Commissioner Robert Crowell
Commissioner Jack Zenteno

STAFF: Darren Schulz, Public Works Department Director
Patrick Pittenger, Transportation Manager
Daniel Doenges, Senior Transportation Planner
Dirk Goering, Transportation Planner
Graham Dollarhide, Transit Coordinator
Adriana Fralick, Chief Deputy District Attorney
Kathleen King, Chief Deputy Clerk

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

A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:28:43) - Chairperson Bonkowski called the meeting to order at 4:28 p.m., and welcomed Commissioner Zenteno. Ms. King called the roll; a quorum was present. Vice Chairperson Smolenski and Commissioner Kimbrough were absent.

B. PUBLIC COMMENT (4:29:34) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

C. POSSIBLE ACTION ON APPROVAL OF MINUTES - October 14, 2015 (4:30:07) - Commissioner Crowell moved to approve the minutes. Commissioner Zenteno seconded the motion. Motion carried 3-0.

D. AGENDA MANAGEMENT NOTICE (4:30:32) - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

E. DISCLOSURES (4:30:56) - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

F. PUBLIC MEETING ITEMS:

F-1. POSSIBLE ACTION TO ELECT OFFICERS FOR THE REGIONAL TRANSPORTATION COMMISSION (4:31:10) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and advised of having been informed by Vice Chair Smolenski of his willingness to continue as vice chair. Chairperson Bonkowski entertained nominations for chair. **Commissioner Crowell nominated Chairperson Bonkowski.** Chairperson Bonkowski entertained additional nominations and, when none were forthcoming called for a vote on the pending nomination.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the January 13, 2016 Meeting

Nomination carried 3-0. Chairperson-elect Bonkowski entertained nominations for vice chair. **Commissioner Crowell nominated Vice Chair Smolenski.** Chairperson Bonkowski entertained additional nominations and, when none were forthcoming, called for a vote on the pending nomination. **Nomination carried 3-0.**

F-2. POSSIBLE ACTION TO APPROVE THE RTC CHAIR TO SIGN A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) APPLICATION TO BE SUBMITTED BY THE PUBLIC WORKS DEPARTMENT FOR PROPOSED IMPROVEMENTS TO NICHOLS LANE (4:32:28) - Chairperson Bonkowski introduced this item. Mr. Doenges reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment. (4:37:24) Maurice White expressed support for the proposed improvements.

Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, a motion. **Commissioner Crowell moved to approve the RTC Chair to sign a Community Development Block Grant (“CDBG”) application, to be submitted by the Public Works Department, for proposed improvements to Nichols Lane. Commissioner Zenteno seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Robert Crowell
SECOND:	Commissioner Jack Zenteno
AYES:	Commissioners Crowell, Zenteno, and Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Kimbrough and Vice Chair Smolenski
ABSTAIN:	None

F-3. INFORMATION ON THE IMPLEMENTATION OF THE JUMP AROUND CARSON TRANSIT SERVICE SOFTWARE AND SUPPORT (4:38:45) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public; however, none were forthcoming.

F-4. INFORMATION ON THE SIERRA VISTA LANE FEDERAL LANDS ACCESS PROGRAM (“FLAP”) GRANT APPLIED FOR IN MAY 2015 (4:41:06) - Chairperson Bonkowski introduced this item. Mr. Goering provided background information, reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski pointed out the City's portion of the project is \$240,000 of the nearly \$5 million total cost. “This is a pretty exciting deal for us to be able to make those kinds of improvements for \$240,000.” Chairperson Bonkowski offered his assistance in facilitating allocation of the grant funding.

Chairperson Bonkowski entertained public comment. (4:48:09) Donna Grey inquired as to availability of the \$240,000. Mr. Pittenger explained that the funding will be allocated from the RTC Fund, which represents gas tax revenues. He advised that the subject project will be done “in lieu of a different project,” and that the \$240,000 does not have to be identified at the present time. “Even if this were next year, we would find a way to make sure that those funds are available. ... we do have some flexibility. For example, this year we built a portion of Division Street and Little Lane. Rather than doing a project like that, we would be using those type of funds to match these federal funds.” In response to a further question, Mr.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the January 13, 2016 Meeting

Page 3

DRAFT

Pittenger assured Ms. Grey that “no further actions are required. ... one of the reasons why it's been in front of this body is to make sure that ... everyone is aware that this would be an expense that the RTC would undertake willingly and would plan for those funds to be available. So we, at a staff level, will make sure that, as we go forward, that these funds will be available from RTC gas tax [revenues] to pay our share.” Mr. Pittenger acknowledged that, although the grant funding is approved, it's still subject to the annual appropriations process “just like any federal funds ...” Mr. Goering acknowledged Ms. Grey's assistance in securing the grant funding, and thanked her for her efforts.

Chairperson Bonkowski entertained additional public comment. (4:50:23) Jim Hogan inquired as to “what monies are being set aside and what kind of plan has [Mr. Pittenger] put forward for maintenance of this road.” Mr. Hogan acknowledged he was inquiring as to the interim period between now and the construction date. Mr. Schulz advised that Vista Lane is in the “overall City program and, ... as there's money available, we go out there and do. But ... we're putting band-aids on it; ... that's basically all we're doing. We're not putting any serious amount of money in it because, frankly, we just don't have it. So, we're trying to keep it passable, keep it open and as smooth as possible to get us through until this project gets built.” In response to a further question, Mr. Schulz expressed a willingness to meet with Mr. Hogan to discuss his concerns over critical areas. In response to a question, Mr. Pittenger advised that the Public Works Department considers all pavements in the City, “over 274 miles of pavements and we're finding areas on a bigger scale. There are numerous roads in the City that are at risk of failure in many different ways. And this is definitely one of the roads that has been identified in our system as, obviously, being seriously deteriorated.” Mr. Hogan related details of previous discussions with Mr. Pittenger, and discussed concerns over a deteriorated curve. He commended the CarsonConnect system.

F-5. INFORMATION ON THE OPERATION OF THE JUMP AROUND CARSON TRANSIT SYSTEM'S UPDATED WESTERN NEVADA COLLEGE EVENING SERVICE (4:55:34)

- Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners; however, none were forthcoming.

F-6. POSSIBLE ACTION TO APPROVE THE PURCHASE OF THREE (3) STREET CREW TRUCKS, ONE (1) STREET ASPHALT PATCH TRUCK, AND ONE (1) SLIDE-IN SANDER WITH SNOW PLOW AND CONTROLS, THROUGH THE STATE OF NEVADA'S COMPETITIVE BID LIST, NATIONAL JOINT POWERS ALLIANCE (“NJPA”), AND HOUSTON-GALVESTON AREA COUNCIL (“HGAC”) COOPERATIVE PURCHASING AGREEMENTS FOR A NOT-TO-EXCEED COST OF \$410,742.45, TO BE FUNDED FROM THE STREET FUND EQUIPMENT ACCOUNT, FROM THE FY 2015 / 2016 BUDGET (4:57:46)

- Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and, when none were forthcoming, of the public. When no public comment was forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Crowell moved to approve the purchase of three street crew trucks, one street asphalt patch truck, and one slide-in sander with snow plow and controls, through the State of Nevada's competitive bid list, NJPA and HGAC cooperative purchasing agreements, for a not-to-exceed cost of \$410,742.45, to be funded from the Street Fund Equipment Account, for the FY 2015 / 2016 budget. Commissioner Zenteno seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the January 13, 2016 Meeting

Page 4

DRAFT

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Robert Crowell
SECOND:	Commissioner Jack Zenteno
AYES:	Commissioners Crowell, Zenteno, and Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Kimbrough and Vice Chair Smolenski
ABSTAIN:	None

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1. STREET OPERATIONS REPORT - October 2015; and G-2. STREET OPERATIONS REPORT - November 2015 (5:02:28) - Chairperson Bonkowski introduced these items, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners. Commissioner Crowell commended the Streets Division staff on keeping the streets clear and clean during the winter weather events. Mr. Schulz explained the varying responsibilities.

G-3. PROJECT STATUS REPORT (5:04:43) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials.

G-4. FUTURE AGENDA ITEMS (5:06:39) - Mr. Pittenger reviewed the tentative agenda for the next meeting. Chairperson Bonkowski entertained additional future agenda items; however, none were forthcoming.

H. COMMISSIONER COMMENTS (5:07:32) - Chairperson Bonkowski entertained comments. Commissioner Crowell commended Chairperson Bonkowski's chairmanship, and welcomed Mr. Zenteno.

I. PUBLIC COMMENT (5:07:48) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

J. ACTION TO ADJOURN (5:07:58) - Commissioner Crowell moved to adjourn the meeting at 5:07 p.m.

The Minutes of the January 13, 2016 Carson City Regional Transportation Commission meeting are so approved this _____ day of April, 2016.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** April 13, 2016

Staff Contact: Laura Tadman, Purchasing and Contracts Administrator

Agenda Title: To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-095, "Empire Elementary School Area ADA/Pedestrian Improvement Project" for a bid amount of \$180,717.50, plus a 10% contingency amount of \$18,072 for a total not to exceed price of \$198,789.50 to be funded from the Sidewalk Improvement CDBG/FTA account (For Possible Action).

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Empire School Area ADA/Pedestrian Improvement project. The project consists of removing approximately 11,300 sq. ft. of existing sidewalk improvements and constructing approximately 4,000 sq. ft. of sidewalk and accessibility ramps, 5,200 sq. ft. of driveways and aprons, and 1,700 sq. ft. of pavement. This project also includes re-striping and relocating utilities that are along the accessible path. This project includes all common phases of construction customarily associated with this type of project.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion I move to determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-095, "Empire Elementary School Area ADA/Pedestrian Improvement Project" for a bid amount of \$180,717.50, plus a 10% contingency amount of \$18,072 for a total not to exceed price of \$198,789.50 to be funded from the Sidewalk Improvement CDBG/FTA account.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed and published in the Nevada Appeal on January 23, 2016. The bids were opened at approximately 11:10 a.m. on February 23, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brittney McVay; Sierra Nevada Contractors; Justine Wilson, Justin Wilson Construction; Kate Allen and Darren Anderson from Public Works, and Laura Tadman, Purchasing and Contracts Department.

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

Name of Bidder	Total Bid
V & C Construction, Inc.	\$180,717.50
Justin Wilson Construction	\$205,773.00
Sierra Nevada Construction	\$262,007.00
Coons Construction	\$343,891.90

Staff recommends award to V & C Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

N.R.S. Chapter 338 Public Works

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Sidewalk Improvement CDBG/FTA – account number
275-0620-465.70-40

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the below referenced account could be decreased by \$180,717.50, plus a contingency of \$18,072 for a not to exceed amount of \$198,789.50. The budget will be augmented in June of 2016 and FTA funding will be used in addition to CDBG granting funding as needed.

Alternatives

Determine another bidder is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 or do not award the contract.

Supporting Material

- Bid Tabulation Report
- Contract No. 1516-095

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1516-095 Empire Elementary School Area ADA/Pedestrian Improvements

Date and Time of Opening: February 23, 2016 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3		
			V & C Construction, Inc.		Justin Wilson Construction		Sierra Nevada Construction		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			1		1		1		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$20,000.00	\$20,000.00	\$15,500.00	\$15,500.00	\$20,000.00	\$20,000.00
2	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$5,482.50	\$5,482.50
3	Removal of Existing Improvements Type A PCC Sidewalk (4" concrete on 4" aggregate base)	11280	SF	\$2.50	\$28,200.00	\$5.00	\$56,400.00	\$3.50	\$39,480.00
4	Type 1 PCC Curb and Gutter on 6" of Aggregate Base	1860	SF	\$8.00	\$14,880.00	\$9.80	\$18,228.00	\$9.50	\$17,670.00
5	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	10	SF	\$28.00	\$280.00	\$31.00	\$310.00	\$75.00	\$750.00
6	PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	2,905	LF	\$9.00	\$26,145.00	\$10.00	\$29,050.00	\$20.00	\$58,100.00
7	PCC Driveway (6" Conc. On 6" of aggregate base)	2825	SF	\$9.50	\$26,837.50	\$1.50	\$29,662.50	\$14.50	\$40,962.50
8	Permanent AC Pavement Patch (4" AC on 9" Agg.Base)	2435	SF	\$9.50	\$23,132.50	\$10.50	\$25,567.50	\$14.50	\$35,307.50
9	Removal and Restoration of Existing Landscaping and Fencing	1815	SF	\$6.50	\$11,797.50	\$7.00	\$12,705.00	\$12.00	\$21,780.00
10	Adjustment of Existing Driveway Gates	1	LS	\$10,345.00	\$10,345.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
11	Replace Water Meter Box with Traffic Rated Box & Lid	1	LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
12	Relocate Existing Fire Hydrant	1	EA	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00
13	Re-Paint Existing Crosswalks (2' Wide Stripe)	1	EA	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
14	Re-Paint Existing Stop Bar	330	LF	\$5.00	\$1,650.00	\$6.00	\$1,980.00	\$2.60	\$858.00
15	Re-Paint Existing Yield Line	40	LF	\$5.00	\$200.00	\$5.50	\$220.00	\$2.60	\$104.00
16	Re-Paint Existing Yield Line	25	SF	\$10.00	\$250.00	\$6.00	\$150.00	\$10.50	\$262.50
Total Bid Price (Schedule A)				\$180,717.50	\$205,773.00	\$262,007.00			
Total Bid Price written in words? y/n			Y		Y		Y		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			5%, 1%		5%, 1% & OTHER		5%, 1%		
Bid Document executed? y/n			Y		Y		Y		

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1516-095 Empire Elementary School Area ADA/Pedestrian Improvements

Date and Time of Opening: February 23, 2016 @ 11:10 a.m.

Description			Bidder # 4					
			Coons Construction					
BONDING Provided, \$, %, or no			5%					
BIDDER acknowledges receipt addendums			1					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	1	LS	\$39,000.00	\$39,000.00			
2	Traffic Control	1	LS	\$26,000.00	\$26,000.00			
3	Removal of Existing Improvements	11280	SF	\$5.23	\$58,994.40			
4	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	2010	SF	\$9.75	\$19,597.50			
5	Type 1 PCC Curb and Gutter on 6" of Aggregate Base	50	SF	\$33.00	\$1,650.00			
6	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	2,280	LF	\$15.50	\$35,340.00			
7	PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	2825	SF	\$23.60	\$66,670.00			
8	PCC Driveway (6" Conc. On 6" of aggregate base)	2435	SF	\$16.00	\$38,960.00			
9	Permanent AC Pavement Patch (4" AC on 9" Agg.Base)	1690	SF	\$10.00	\$16,900.00			
10	Removal and Restoration of Existing Landscaping and Fencing	1	LS	\$35,000.00	\$35,000.00			
11	Adjustment of Existing Driveway Gates	1	LS	\$1,200.00	\$1,200.00			
12	Replace Water Meter Box with Traffic Rated Box & Lid	1	EA	\$900.00	\$900.00			
13	Relocate Existing Fire Hydrant	1	EA	\$2,000.00	\$2,000.00			
14	Re-Paint Existing Crosswalks (2' Wide Stripe)	440	LF	\$3.00	\$1,320.00			
15	Re-Paint Existing Stop Bar	20	LF	\$3.00	\$60.00			
16	Re-Paint Existing Yield Line	25	SF	\$12.00	\$300.00			
Total Bid Price (Schedule A)					\$343,891.90			
Coons Construction did not adjust some of the scheduled value changes as per the addendum.								
Total Bid Price written in words? y/n				Y				
Bidder Information provided? y/n				Y				
Sub Contractors listed? y/n or none				5%, 1%, & OTHER				
Bid Document executed? y/n				Y				

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

THIS CONTRACT made and entered into this 13th day of April, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and V & C Construction, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for **CONTRACT No. 1516-095** titled **Empire Elementary Area ADA/Pedestrian Improvements** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any CITY specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-095 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/currentbids>.

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

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Raymond VanWinkle, President
V & C Construction
P.O. Box 1269
Minden, NV 89423
email: vcconstructioninc@yahoo.com

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Eighty Thousand Seven Hundred Seventeen Dollars and 50/100 (\$180,717.50).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

15. **INSURANCE REQUIREMENTS (GENERAL):**

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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 liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

15.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

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

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Funding Source: #275-0620-465.70-40

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

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: Raymond VanWinkle

TITLE: President

FIRM: V & C Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 16-24746

NEVADA CONTRACTORS LICENSE #: 0021752

Address: P.O. Box 1269

City: Minden **State:** NV **Zip Code:** 89423

Telephone: 775-267-1967

vcconstructioninc@yahoo.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: 1516-095

Title: Empire Elementary School Area ADA/Pedestrian Improvements

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 13, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-095** and titled Empire Elementary ADA/Pedestrian Improvements. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of April, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 13th day of April, 2016.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of the State of 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 sum of \$ _____ 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 # 1516-095** and titled Empire Elementary ADA/Pedestrian Improvements 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 # 1516-095 and titled Empire Elementary ADA/Pedestrian Improvements

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

Printed Name of Principal: _____

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1516-095** and titled Empire Elementary ADA/Pedestrian Improvements in accordance with
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-095, PWP # 031302, for the Project Title: 1516-095 Empire elementary school area ADA/pedestrian Improvements

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 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: 11th day of February, 2016

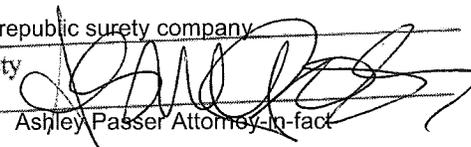
V&C Construction, Inc.

Principal

By: 

Old republic surety company

Surety

By: 

Ashley Passer Attorney-in-fact



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint: ROBERT W. LAGLER, JOANNA GREIG, OF VANCOUVER, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of JUNE, 2015.

OLD REPUBLIC INSURANCE COMPANY

Phyllis Johnson
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29TH day of JUNE, 2015, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78-0101

Signed and sealed at the City of Brookfield, WI this 11TH day of February, 2016



Jane E. Chering
Assistant Secretary

PHOENIX SURETY & INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1516-095
Empire Elementary School Area ADA/Pedestrian
Improvements

Addendum No. 1

Please make the following additions/changes/clarifications to the above referenced project due to questions received as of 2/10/2016.

A Class "A" license will be required for the contractor who will be completing the work

The attached and revised sheet C2 replaces C2 of the plans. The improvements shown in front of 1325 Ladera Drive have been completed. Additional work was added at the intersection of Stanton and Ladera to replace the work in front of 1325 Ladera. Please adjust the following quantities of the bid schedule to reflect this change.

Remove 150 square feet of Type A PCC Sidewalk (4" conc. On 4" Ag. Base)

Remove 40 lineal feet of Type 1 PCC Curb and Gutter on 6" Ag. Base

Add 625 square feet of PCC Pedestrian Ramp w/ Detectable Warning Plate (4" Conc. On 4" Ag. Base)

Add 125 square feet of Permanent AC Pavement Patch (4" AC on 9" Agg. Base)

Remove 110 lineal feet of Re-Paint Existing Crosswalks (2' Wide Stripe)

Add 20 lineal feet of Re-Paint Existing Stop Bar

The "Re-Paint Existing Crosswalks" bid item was previously incorrect and too high. The correct quantity is 330 lineal feet which is the result of removing 110 lineal feet as mentioned above.

BID PROPOSAL

BID # 1516-095

BID TITLE: "Empire Elementary School Area ADA/Pedestrian Improvements"

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.

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

BIDDER acknowledges receipt of 1 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	20,000 ⁻	20,000 ⁻
2	Traffic Control	1	LS	7,500 ⁻	7,500 ⁻
3	Removal of Existing Improvements	11,280	SF	2 ⁵⁰	28,200 ⁻
4	Type A PCC Sidewalk (4" Concrete on 4" Agg. Base)	1,860 2,010	SF	8 ⁻	14,880 ⁻
5	Type 1 PCC Curb and Gutter on 6" Ag. Base	10 50	LF	28 ⁻	280 ⁻
6	PCC Pedestrian Ramp w/ Detectable Warning Plate (4" Conc. On 4" Ag. Base)	2,905 2,280	SF	9 ⁻	24,145 ⁻
7	PCC Driveway Apron Type 1 (6" Conc. on 6" Ag. Base)	2,825	SF	9 ⁵⁰	26,837 ⁵⁰
8	PCC Driveway (6" Conc. on 6" of Ag. Base)	2,435	SF	9 ⁵⁰	23,132 ⁵⁰
9	Permanent AC Pavement Patch (4" AC on 9" Agg. Base)	1,815 1,690	SF	6 ⁵⁰	11,797 ⁵⁰
10	Removal and Restoration of Existing Landscaping and Fencing	1	LS	10,345	10,345 ⁻
11	Adjustment of Existing Driveway Gates	1	LS	4,000 ⁻	4,000 ⁻
12	Replace Water Meter Box with Traffic Rated Box & Lid	1	EA	1,500 ⁻	1,500 ⁻
13	Relocate Existing Fire Hydrant	1	EA	4,000 ⁻	4,000 ⁻
14	Re-Paint Existing Crosswalks (2' Wide Stripe)	330 440	LF	5 ⁻	1,650 ⁻
15	Re-Paint Existing Stop Bar	2040	LF	5 ⁻	200 ⁻
16	Re-Paint Existing Yield Line	25	SF	10 ⁻	250 ⁻
BP.2	Total Base Bid Price (Schedule A)				180,717 ⁵⁰

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

one hundred and eighty thousand seven hundred and seventeen dollars and fifty cents

BID PROPOSAL

BP.4 BIDDER INFORMATION:

Company Name:	V & C Construction, Inc.
Federal ID No.:	88-0177663
Mailing Address:	P.O. Box 1269
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-267-1967
Complete Fax Number:	775-267-1968
Fax Number including area code:	775-267-1968
E-mail:	vccconstructioninc@yahoo.com

Contact Person / Title:	Martin Louch - Vice President Raymond VanWinkle - President
Mailing Address:	P.O. Box 1269
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-267-1967
Complete Fax Number:	775-267-1968
E-mail Address:	vccconstructioninc@yahoo.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0021752
License Classification(s):	A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-12, A-13, A-15 A-16, A-18, A-19A, A-21
Limitation(s) of License:	4,700,000
Date Issued:	3/21/84
Date of Expiration:	3/31/17
Name of Licensee:	V & C Construction, Inc. Raymond VanWinkle
Carson City Business License Number:	16-00024746
Date Issued:	12/28/15
Date of Expiration:	12/31/16
Name of Licensee:	V & C Construction, Inc.

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: December, 1981
Name of Corporation: V & C Construction, Inc.
Mailing Address: P.O. Box 1269
City, State, Zip Code: Minden NV 89423
Telephone Number: 775-267-1967
President's Name: Raymond VanWinkle
Vice-President's Name: Martin Louch
Other 1) Name & Title: Kearstin Huddleson sectreasurer

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Miguel Berumon Title 1) Foreman	12
Name 2) Nick Huddleson Title 2) Safety Supervisor	11
Name 3) Raymond VanWinkle Title 3) President	34
Name 4) Martin Louch Title 4) Vice President	22
Name 5) Kearstin Huddleson Title 5) Secy/Treasurer	9
Name 6)	
Title 6)	

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

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

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

BID PROPOSAL

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

V C CONSTRUCTION, INC.
STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

Name, Location and Description of Project	Owner	Design Engineer	Completion Price	Date Completed	Reference Contact Address & Phone
2015 Vista Grande Reconstruction DO-2015-050 Martin Louch - Supervisor	I.H.G.I.D	Tim Russell	\$1,075,899.32	Oct-15	Lumos & Associates Tim Russell 800 E. College Pkwy Carson City, NV 89706 775-883-7077
2015 Road Rehabilitation DO-2015-125 Martin Louch - Supervisor	I.H.G.I.D.	Tim Russell	\$231,644.00	Oct-15	Lumos & Associates Tim Russell 800 E. College Pkwy Carson City, NV 89706 775-883-7077
Valley Vista Park Martin Louch - Supervisor	I.H.G.I.D.	Tim Russell	\$99,674.00	Oct-15	Lumos & Associates Tim Russell 800 E. College Pkwy Carson City, NV 89706 775-883-7077
Montgomery Estates Area 3 Erosion Control PW - 14-31077	El Dorado DOT	Daniel Kikkert	\$214,453.50	Sep-15	El Dorado County DOT Daniel Kikkert 924B Emerald Bay Rd S. Lake Tahoe, CA 96150
Upper Truckee Marsh Sewer Facilities Yr2 Raymond Van Winkle - Project Manager	S. Tahoe Public Utilities	Edward Wallace	\$192,411.45	Sep-15	S.T.P.U.D Heidi Baugh 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 530-543-6205
Mammoth Elementary School (We are a sub contractor) Miguel Berumen - Project Manager	Mono County School District		\$231,217.00	Sep-15	White Rock Construction George McCrosky 769 Pinto Circle Gardnerville, NV 89410 775-265-7473
Warren Street Improvements Project (We are a Sub-contractor) Martin Louch - Supervisor	City of Bishop	David Grah	\$1,497,774.73	May-15	City of Bishop David Grah 377 West Line Street

VC CONSTRUCTION, INC.
STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

P. O. Box 1236
 Bishop, CA 93514
 760-873-8458

Minden Gateway Project DO-2014-183 Martin Louch - Project Manager	Town of Minden	Michelle Gamble	\$417,980.91	Jan-15	Resource Concepts, Inc. Travis Osterhout 340 N. Minnesota St. Carson City, NV 89703 775-883-1600
JohnD Winters Centennial Park ADA Improve CC-2014-329 Martin Louch - Project Manager	Carson City	Daniel Rotter	\$111,980.50	Feb-15	Carson City Public Works Rick Cooley 3505 Butti Way Carson City, NV 89701 775-887-2355
Nye Lane Pedestrian Improvements CC-2014-328 Martin Louch - Project Manager	Carson City	Daniel Rotter	\$93,506.85	Dec-14	Carson City Public Works Rick Cooley 3505 Butti Way Carson City, NV 89701 775-887-2355
Sewer Manholes & Mainline Repairs Raymond Van Winkle - Project Manager	City of Arcata	R.C. Class	\$129,553.75	Nov-14	City of Arcata Harold Miller 736 "F" Street Arcata, CA 95521 707-822-5957
County Road Sewer Rehab DO-2014-120 Martin Louch - Project Manager	M.G.S.D	Tim Russell	\$462,950.00	Nov-14	Resource Concepts, Inc. Travis Osterhout 340 N. Minnesota St. Carson City, NV 89703 775-883-1600
Lake Tahoe Blvd Enhancement Project Raymond Van Winkle - Project Manager Martin Louch - Superintendent Awarded 2014 Best in the Basin Award from Tahoe Regional Planning Agency	El Dorado DOT	Donaldo Palaroan	\$749,246.73	Nov-14	El Dorado DOT Donaldo Palaroan 924B Emerald Bay Rd. S. Lake Tahoe, CA 96150 530-573-7900
Hifiker Water Main Replacement Raymond Van Winkle - Project Manager	City of Arcata	R.C. Class	\$65,146.75	Oct-14	City of Arcata Harold Miller 736 "F" Street

V C CONSTRUCTION, INC.
 STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
 SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

Upper Truckee Marsh Sewer Facilities YR1 Raymond Van Winkle - Project Manager	S. Tahoe Public Utilities	Edward Wallace	\$383,372.25	Oct-14	S.T.P.U.D Heidi Baugh 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 530-543-6205	Arcata, CA 95521 707-822-5957
Martin Slough Trailhead Project DO-2014-132 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Town of Minden	Tim Russell	\$196,803.25	Sep-14	RCI Travis Osterhout 340 N. Minnesota St. Carson City, NV 89703 775-883-1600	
Rose Avenue Pedestrian Improvement Project P Raymond Van Winkle - Project Manager Donny Mobley - Superintendent	City of Ferndale	David Caisse	\$203,806.50	Jul-14	Manhard Consulting, LTD Yoash Tilles 611 "I" Street Eureka, CA 95501 707-444-3800	
Pine to Park Path Raymond Van Winkle - Project Manager Martin Louch - Superintendent	City of Bishop	David Grah	\$173,088.75	Jun-14	City of Bishop David Grah 377 West Line Street P.O. Box 1236 Bishop, CA 93514 760-873-8458	
Silver Sage Dr. Pedestrian Improvements Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Carson City Public Works	John Platt	\$83,746.95	Jun-14	Carson City Public Works John Platt 3505 Butti Way Carson City, NV 89701 775-887-2355	
Clear Creek Clubhouse Road Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Clear Creek Tahoe	Ken Anderson	\$1,759,044.27	Jun-14	Clear Creek Tahoe Michelle Goode 199 Old Clear Creek Rd Carson City, Nv 89705 775-720-5768	
Vista Grande Waterline Replacement DO-2013-245 Raymond Van Winkle - Project Manager	I.H.G.I.D	Tim Russell	\$397,602.50	Nov-13	RCI Tim Russell 340 N. Minnesota	

V C CONSTRUCTION, INC.
 STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
 SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

Martin Louch - Superintendent						Carson City, NV 89703 775-883-1600
2013 Wastewater Treatment Plant Paving Project	S. T. P. U. D.	\$161,311.00	Sep-13	S.T.P.U.D Heidi Baugh 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 530-543-6205		
Raymond Van Winkle - Project Manager Martin Louch - Superintendent						
5th Street Drainage Project Ferndale, CA	City of Ferndale	\$40,168.38	Aug-13	City of Ferndale P.O. Box 1095 Ferndale, CA 95536 707-786-4224		
Raymond Van Winkle - Project Manager						
Douglas County Community & Senior Center Waterloo Lane Widening Project DO-2013-245	Douglas County	\$287,517.50	Aug-13	Douglas County P.O. Box 218 Minden, NV 89423 Scott Morgan 775-782-9828		
Raymond Van Winkle - Project Manager Martin Louch - Superintendent						
Lake Parkway Sidewalk Improvements Stateline, NV DO-2013-016	Douglas County	\$264,717.63	Jul-13	Douglas County Public Works Attn: Jeff Foltz P.O. Box 218 Minden, NV 89423 775-782-6233		
Raymond Van Winkle - Project Manager Martin Louch - Superintendent						
2013 Nye Lane Pedestrian Improvements Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Carson City	\$76,799.21	Jul-13	Carson City Purchasing & Contracts Kim Belt 201 N. Carson Street Carson City, NV 89701 775-283-7137 775-887-2107 fax		
Snap-On Tools Concrete Replacement Raymond Van Winkle - Project Manager Mike Berumen - Foreman	Snap-On Tools	\$76,770.00	Jun-13	Snap-On Tools Randy Boyd 1880 Fairview Drive Carson City, NV 89701 775-883-7455 ext 306 775-885-0450 fax		
East Long Street Pedestrian Improvements Carson City, NV	Carson City	\$157,945.03	Jun-13	Carson City Purchasing & Contracts Kim Belt		

V C CONSTRUCTION, INC.
STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

CC-2013-025 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	201 N. Carson Street Carson City, NV 89701 775-283-7137 775-887-2107 fax						
Genoa Vista Trail- Pedestrian Asphalt Trail from Walley's Resort to the Town of Genoa Town of Genoa, Douglas County Nevada DC-2012-352 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Douglas County Redevelopment Agency Attn: Scott Morgan P.O. Box 218 Minden, NV 89423 775-782-9829	Tim Russell	\$568,464.60	Apr-13			Douglas County Redevelopment Agency
First Street Drainage Project 1st Street Bishop CA Raymond Van Winkle - Project Manager Martin Louch - Superintendent	City of Bishop 377 W. Line Street Bishop CA 93515 (760)873-5863	David Grah	\$29,000.00	Feb-13			City of Bishop
333 Ski Way Garage Retaining Wall Waterproofing & Sub Drain Repair Incline Village, NV Raymond Van Winkle - Project Manager William Mobley - Superintendent	Ski Way Ridge HOA C/O IPM 848 Tanager St. Suite M Incline Village, NV	John Black	\$468,064.20	Oct-12			Ski Way Ridge HOA C/O IPM
2012 Wildwood Waterline Replacement Project South Lake Tahoe, California (We are a Sub-Contractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Thomas Haen Thomas Haen Company P.O. Box 8998 S. Lake Tahoe CA 96158 530-541-4700	Julie Ryan	\$290,975.00	Sep-12			S. Tahoe Public Utilities District
Montgomery Estates Erosion Control Project Area 1B. El Dorado County California Martin Louch - Superintendent Raymond Van Winkle - Project Manager	El Dorado DOT 924B Emerald Bay Rd S. Lake Tahoe, CA 96150 (530) 573-7900 Dan Kikkert	Steve Koovman	\$394,047.26	Sep-12			El Dorado County DOT
AI Tahoe Erosion Control Project 2 South Lake Tahoe, California (We are a Subcontractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Thomas Haen Company P.O. Box 8998 S. Lake Tahoe, CA 96158 (530) 541-4700 Tom Haen		\$274,000.00	Sep-12			S. Lake Tahoe Public Utilities

BID PROPOSAL

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

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



 Signature of Authorized Certifying Official
 Martin Louch

 Printed Name

Vice President

 Title
 2/23/16

 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	.82	0
2015	.9	5.78

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>U & C Construction</i>	Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>775-267-1967</i>	Nevada Contractor License # <i>0021752</i>	Limit of License <i>4,700,000-</i>
Description of work <i>all work not listed will be self performed</i>		
Name of Subcontractor <i>Artistic Fence</i>	Address <i>480 Morrill Ave Reno NV 89512</i>	
Phone <i>775-7866002</i>	Nevada Contractor License # <i>7798A</i>	Limit of License <i>unlimited</i>
Description of work <i>Fencing</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor V+C Construction	Address P.O. Box 1269 Minden NV 89423	
Phone 775-267-1967	Nevada Contractor License # 0021752	Limit of License 4,700,000-
Description of work all work not listed will be self performed		
Name of Subcontractor Artistic Fence	Address 480 Morrill Ave Reno NV 89512	
Phone 775-786-6002	Nevada Contractor License # 77984	Limit of License unlimited
Description of work fencing		
Name of Subcontractor Intermountain Slurry Seal	Address 1120 Terminal Way Reno NV 89502	
Phone 775-358-1355	Nevada Contractor License # 0023657	Limit of License unlimited
Description of work 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. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

BID PROPOSAL

BP. 13

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

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

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Douglas) SS

I Martin Louch (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 "Empire Elementary School Area ADA/Pedestrian Improvements", contract number **1516-095**, 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: Martin Louch

TITLE: Vice-President

FIRM: V & C Construction, Inc.

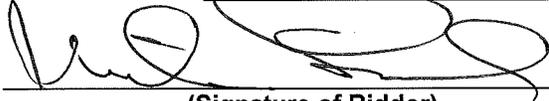
Address: P.O. Box 1269

City, State, Zip: Minden NV 89423

Telephone: 775-267-1967

Fax: 775-267-1968

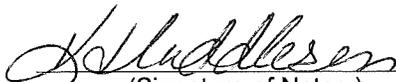
E-mail Address: _____



(Signature of Bidder)

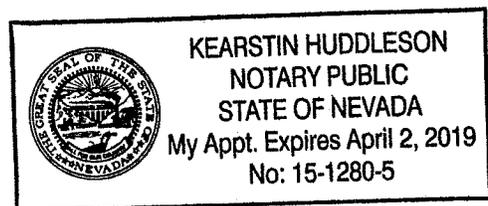
DATED: 2/23/16

Signed and sworn (or affirmed) before me on this 23rd day of February, 2016, by Martin Louch.



(Signature of Notary)

(Notary Stamp)



ATTACHMENT C
Nevada Governor's Office of
ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

**CERTIFICATION OF BIDDER/CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

"The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

The Bidder (Contractor) has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Contractor) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Contractor) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See www.eeoc.gov for more information.

V+C Construction, Inc. Martin Louch Vice President
Name & Title of Bidder/Contractor (Please Type)


Signature

2/23/14
Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

"The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See www.eeoc.gov for more details.

Artistic Fence Co.

Name & Address of Subcontractor (Please Type)

Signature

Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

"The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has has not [] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has has not [] submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See www.eeoc.gov for more details.

Intermountain Slurry Seal, Inc. 1120 Terminal Way Reno NV. 89502

Name & Address of Subcontractor (Please Type)


Signature

2-19-16
Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

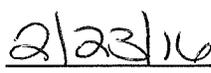
LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature 
Bidder/Main Contractor: Authorized Official


Date

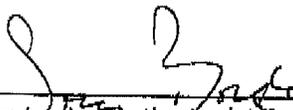
ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

LOBBYING ASSURANCES - SUBCONTRACTOR

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature 
Subcontractor: Authorized Official

2-23-12
Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

LOBBYING ASSURANCES - SUBCONTRACTOR

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature 
Subcontractor: Authorized Official

2-19-16
Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION**

The undersigned contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

V & C Construction, Inc.

Name of Contractor or Subcontractor

Martin Louch - Vice-President

Name and Title of Authorized Representative



Signature

2/23/16

Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Intermountain Slurry Seal, Inc
Name of Contractor or Subcontractor

Joe Mummman Pavement Marking Manager
Name and Title of Authorized Representative

[Signature]
Signature

2-19-16
Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Artistic Fence Co.

Name of Contractor or Subcontractor

Suzanne B. [unclear]

Name and Title of Authorized Representative

[Signature]

Signature

2-23-12

Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3
AND SEGREGATED FACILITIES

V & C Construction, Inc.
Name of Contractor

Empire Elementary
Project Name and Number School Area
ADA Improvements
#031302

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the bid equals or exceeds \$100,000);
- c) No segregated facilities will be maintained.

Martin Louch - Vice-President
Print or type Name & Title of Person Signing


Signature

2/23/16
Date

Directions: This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

ATTACHMENT C

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Artistic Fence Co. Empire Elementary School, #031302
Name of Subcontractor Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the bid equals or exceeds \$100,000);
- c) No segregated facilities will be maintained.

Sam Breyer
Print or type Name & Title of Person Signing

Sam Breyer
Signature

2/23/16
Date

Directions: This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

ATTACHMENT C

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Intermountain Slurry Seal, Inc.
Name of Subcontractor

Empire Elementary School, #031302
Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the bid equals or exceeds \$100,000);
- c) No segregated facilities will be maintained.

Joe Mummau Pavement Marking Manager
Print or type Name & Title of Person Signing


Signature

2-19-16
Date

Directions: This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

Section 3: Estimated Work Force Breakdown

To be completed by Contractors during the bidding process:

1. Contractor name and Address: V&C Construction, Inc. P.O. Box 12069 Minden NV 89423		2. Dollar Amount of Contract \$ 180,717.50		3. Project Name Empire Elementary School Area ADA Improvements		
4. Construction Manager Martin Louch		5. Phone number: 775-262-1967				
Employment & Training						
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons		
Professionals						
Technicians						
Office/Clerical	1	1				
Construction by Trade (List)						
Trade Concrete mason	1	1				
Trade Operating Eng. eers	2	2				
Trade Labor	2	2				
Trade Tractor Driver	1	1				
Trade						
Apprenticeship						
Other (list)						

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968. Please estimate the number of positions needed for the project and the estimated work force breakdown necessary to complete the project. List the number of new hires for each job category that will be employed on this project that are Section 3 residents or low to moderate income persons. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income or very low-income persons, particularly persons who are recipients of HUD assistance for housing. Nothing shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

Dec-10

ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

WAGE COMPARISON WORKSHEET

CHECK ONE:

- 5 - 8 hour days
- 4 - 10 hour days

Project Name Empire Elementary Location Monte Rosa Carson City Date 2/23/14
 School Area ADA Improvements NO
 Date & Modification of Federal Wage Rates 1/8/16 0 Date of State Rates 10/1/15

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed State (if applies)		Fed State (if applies)		Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Labour	1	1			30 ⁸²		30 ⁸²	33 ⁴²		33 ⁴²	33 ⁴²		33 ⁴²	State
Labour	3	3			31 ⁰²		31 ⁰²	33 ⁶²		33 ⁶²	33 ⁶²		33 ⁶²	State
Cement mason					34 ⁰²		34 ⁰²	37		37	37		37	State
Cement Foreman					none			39 ²⁰		39 ²⁰	39 ²⁰		39 ²⁰	State
Oper Engineer	6	6			47 ⁸⁵		47 ⁸⁵	52 ⁵¹		52 ⁵¹	52 ⁵¹		52 ⁵¹	State
Oper Engineer	8	8			48 ⁶⁹		48 ⁶⁹	53 ³⁵		53 ³⁵	53 ³⁵		53 ³⁵	State
Oper Engineer	9	9			49 ⁰¹		49 ⁰¹	53 ⁶²		53 ⁶²	53 ⁶²		53 ⁶²	State

Notes: See Page 2

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.
 Note* Add the zone rate or travel differential to the base rate to get the total base rate.



CONTRACTOR SIGNATURE & DATE:

Use additional forms if necessary.

ATTACHMENT C

Nevada Governor's Office of

ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT

CHECK ONE:

- 5 - 8 hour days
- 4 - 10 hour days

Project Name Empire Elementary Location Monte Rosa Carson City Date 2/23/16
School Area ADA Improvement S NV

Date & Modification of Federal Wage Rates 1/8/16 Date of State Rates 10/1/15

WAGE COMPARISON WORKSHEET

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State	
	Fed State (if applies)	Foreman	Fed State (if applies)		Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total		
oper Engineer					None Listed		56.09			56.09	56.09			56.09	State
Truck Driver					20.80		20.80	21-		21-	21-			21-	State

Notes: See Pg 1

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.
 Note* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary. **CONTRACTOR SIGNATURE & DATE:** [Signature]

CARSON CITY PUBLIC WORKS PAYROLL REPORTING FORM

PAGE _____ OF _____



PROJECT NAME & ADDRESS		PUBLIC BODY AWARDING CONTRACT		CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>	
PAYROLL #		CONTRACTOR/SUBCONTRACTOR NAME & ADDRESS		CONTRACTOR/SUBCONTRACTOR LICENSE #	
WEEK ENDING		REGULAR WEEKLY REPORT <input type="checkbox"/>		FINAL REPORT <input type="checkbox"/>	
WEEK ENDING		WEEK ENDING		CONTRACTOR/SUBCONTRACTOR LICENSE #	

1	2	3	4	5	6	7	8						9	
							STRAIGHT/OVERTIME		TOTAL HOURS THIS PROJECT	HOURLY RATE OF PAY	GROSS AMOUNT EARNED ON PROJECT(S)	DEDUCTIONS FRINGE BENEFITS (HOURLY)		
EMPLOYEE'S NAME ID TYPE / ISSUING AGENCY LAST 4 DIGITS OF ID GENDER & ETHNICITY	# OF EXEMPTIONS	WORK CLASSIFICATION	DATE	DAILY HOURS WORKED	0	0	THIS	ALL				FEDERAL TAXES	FICA (SOCSEC)	STATE TAXES*
									NAME: ID TYPE: GEN: Declined					S
HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*										
NAME: ID TYPE: GEN: Declined					S	0	THIS	ALL	FEDERAL TAXES	FICA (SOCSEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS
									HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	
NAME: ID TYPE: GEN: Declined					S	0	THIS	ALL	FEDERAL TAXES	FICA (SOCSEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS
									HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	
NAME: ID TYPE: GEN: Declined					S	0	THIS	ALL	FEDERAL TAXES	FICA (SOCSEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS
									HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	

S = STRAIGHT TIME
 O = OVERTIME
 SDI = STATE DISABILITY

* State taxes and SDI are not collected in NV — use these only if the employee has also worked in another state that collects these taxes during their work week.
 ^ OTHER — Any other deductions, contributions and/or payments must be listed separately. Fringe benefits must be listed at an hourly rate and proof is required that all fringe benefits are paid to a third party plan or fund in the name of the employee, INCLUDING VACATION.

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.

Business name and address of the contractor making payment:

CONTRACT NUMBER: _____

	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Signature of authorized representative of the contractor	Title of person signing				Date Submitted

The contractor attests that the information provided is accurate.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 2/23/14

Signature 

Company Name V & C Construction, Inc.

Title Vice President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** April 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To authorize the Transportation Manager to sign Agreement No. NM123-16-201 for the installation and maintenance of lighting near the intersection of U.S. Highway 50 and Empire Ranch Road.

Staff Summary: Carson City and the Nevada Department of Transportation (NDOT) wish to enter an agreement whereby NDOT will purchase and install lighting at the intersection of U.S. Highway 50 and Empire Ranch Road, and the City will maintain the lighting upon completion of the installation.

Agenda Action: Formal Action/Motion **Time Requested:** 10 minutes

Proposed Motion

I move to authorize the Transportation Manager to sign Agreement No. NM123-16-201 for the installation and maintenance of lighting near the intersection of U.S. Highway 50 and Empire Ranch Road.

Background/Issues & Analysis

In recent years, there have been several safety concerns raised along sections of the U.S. Highway 50 corridor, and one of those concerns is a lack of lighting at certain intersections with the highway. Carson City has identified one of these locations at the intersection of U.S. Highway 50 and Empire Ranch Road, and NDOT has recently acknowledged this. The proposed agreement would allow for NDOT to install lighting at the intersection at their expense, and the City would be responsible for the maintenance of the lighting upon completion of the installation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.080 and 277.110

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The exact financial impact to RTC is unknown, but will be limited to the cost to power and to repair the street light(s). Repairs in excess of \$1,000 will be reimbursed by the Nevada Department of Transportation.

Alternatives - N/A

Supporting Material

-Cooperative Agreement Number NM123-16-201

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and CARSON CITY REGIONAL TRANSPORTATION COMMISSION, hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is to address each party's responsibilities concerning the maintenance and operation of a highway lighting system at the north leg of Empire Ranch Road and US-50, in Carson City, Nevada, hereinafter called the PROJECT; and

WHEREAS, the lighting system to be constructed through the DEPARTMENT will be of benefit to the DEPARTMENT, the CITY and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To operate, maintain and provide power for said lighting system located at the north leg of Empire Ranch Road and US-50, in Carson City, Nevada, in a satisfactory manner to the DEPARTMENT without cost to the DEPARTMENT.

2. To invoice the DEPARTMENT for One Hundred Percent (100%) of replacement/repairs costs for all equipment replaced or repaired due to accidental damages, provided replacement/repairs costs exceed One Thousand and No/100 Dollars (\$1,000.00) and is unrecoverable by insurance or other means.

3. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The CITY shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as

they may be amended from time to time (hereinafter "Regulations"), which are incorporated by reference and made a part of this Agreement.

- b. **Nondiscrimination:** The CITY, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurement of Materials, and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CITY for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.
- d. **Information and Reports:** The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the CITY noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CITY under the Agreement until the CITY complies, and/or
 - 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.**
- g. **Incorporation of Provisions:** The CITY will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event the CITY becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the CITY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the CITY may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To retain ownership of the highway lighting system located at the north leg of Empire Ranch Road and US-50, Carson City, Nevada, and fund one hundred percent (100%) of replacement/repairs costs for all equipment replaced or repaired due to accidental damages, provided replacement/repairs costs exceed One Thousand and No/100 Dollars (\$1,000.00) and are unrecoverable by insurance or other means. To allow the CITY to observe, review, and inspect PROJECT construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor. To observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

2. To allow the CITY to review and comment on the PROJECT change orders which involve features or items related to the PROJECT for which the CITY assumes a maintenance responsibility. The CITY's written response shall be made within five (5) working days of service of change. No response from the CITY within this time frame shall constitute the CITY's consent and acceptance for the DEPARTMENT to proceed.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2016. This agreement shall be automatically renewed for an additional two-year period on the last day of each two-year term UNLESS a party notifies the other party in writing within thirty (30) calendar days prior to the automatic renewal of this Agreement of its intention that this Agreement expire at the completion of the two-year term then in effect.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The CITY, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the CITY's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Paragraphs 1 through 4 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally

in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn: Mr. Jae Pullen, P.E., Traffic Engineer
Nevada Department of Transportation
Division: District II
310 Galletti Way
Sparks, Nevada 89431
Phone: (775) 834-8300
Fax: (775) 834-8390
E-mail: jpullen@dot.state.nv.us

FOR CITY: Mr. Patrick Pittenger, Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701
Phone: (775) 283-7396
Fax: (775) 887-2112
E-mail: ppittenger@carson.org

7. Neither party shall be deemed to be in violation of this Agreement 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 limitations, 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 the Agreement after the intervening cause ceases.

8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

11. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the Amendment is written.

12. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

15. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

17. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

18. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

19. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

20. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

24. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

25. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARSON CITY

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Approved as to Form:

Attorney



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: April 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To approve a Federal Lands Access Program (FLAP) Project Memorandum of Agreement that documents the responsibilities for the development, construction, and future maintenance of Sierra Vista Lane.

Staff Summary: The FLAP grant Memorandum of Agreement identifies and assigns certain responsibilities between the Bureau of Land Management, Carson City and Central Federal Lands Highway Division. The agreement is for the reconstruction of a 2.5-mile portion of Sierra Vista Lane, that provides three improved parking areas with way finding signs, to improve recreational access for visitors to Federal lands and in turn improves the quality of life for Carson City residents desiring to recreate on Federal lands. The reconstruction is scheduled to start in the spring of 2017 and anticipated to be completed in the fall of 2017.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve the proposed Federal Lands Access Program (FLAP) Project Memorandum of Agreement for the reconstruction of a 2.5-mile portion of Sierra Vista Lane.

Previous Action

At the April 8, 2015 meeting, the RTC approved staff's pursuit of the Federal Lands Access Program (FLAP) grant.

Background/Issues & Analysis

Sierra Vista Lane is currently constructed with recycled asphalt grindings and is in need of reconstruction. The project includes a 1.1 mile portion of Sierra Vista Lane that the RTC accepted for maintenance in May 2012. Furthermore, Sierra Vista Lane is frequently used to access the Carson River and Federal lands controlled by the Bureau of Land Management.

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

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

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The proposed agreement accepts certain responsibilities that are to be completed by Carson City staff.

Alternatives - N/A

Supporting Material

- FLAP Project Memorandum of Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Carson City agrees to provide a matching share equal to 5% of the total cost of the project, as detailed more fully in Section J below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, 43 U.S.C. §1737 and Carson City.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Carson City has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at their expense.

An approximately 0.25 mile section of Sierra Vista Lane located at XX is managed by the Sierra Front Field Office of the Bureau of Land Management (BLM). However, long term maintenance of this section is expected to be completed by Carson City. BLM and Carson City are currently in the process of developing a Road Maintenance Agreement.

An approximately 0.36 mile section of Sierra Vista Lane is located on a Bureau of Indian Affairs allotment. However, Carson City is in the process to secure the appropriate access and maintenance responsibilities.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Carson City has coordinated project development with the BLM. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the BLM.

E. PROJECT BACKGROUND/SCOPE

The project will reconstruct a 2.5 mile portion of Sierra Vista Lane and provide three improved parking areas with way finding signs to improve recreational access for visitors to Federal lands and in turn improve the quality of life for Carson City residents desiring to recreate on Federal lands. The road is constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions, erosion impairment to water quality, and the inefficient use of

Federal lands. The Sierra Vista Lane transportation facility provides access to two recreational destinations, the Carson River and the Pine Nut Mountains. The Pine Nut Mountain Range is a north south range that spans approximately 40 miles, offering a range of recreational opportunities, including equestrian, motorized, and non-motorized uses. Much of the Pine Nut Mountain Range is managed by the Bureau of Land Management. Sierra Vista Lane provides access to an internal Off-Highway Vehicle (OHV) trail system, with countless miles of trails that span the following three Counties: Carson City, Douglas, and Lyon.

The purpose of this project is to create safe and improved access to Federal lands. Sierra Vista Lane is in need of reconstruction because it was originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions. The safety hazards of the roadway include: uneven pavement, potholes, crumbling shoulders, longitudinal cracking, washed out and narrow road sections due to undersized drainage facilities, roadway flooding, and a lack of striping and signing. The inadequate drainage facilities are impacting erosion, which is degrading the roadway and transporting sediment into the Carson River.

At the present time, access to the Pine Nut Mountain Range and Carson River is dispersed in this general area. Sierra Vista Lane has multiple access points for all types of Federal land users including equestrian, motorized, and non-motorized uses. Carson City recognizes the importance of access to recreational sites for all its approximately 54,000 residents. One of the goals of Carson City's Master Plan is to expand the City's Open Space network. The access points along Sierra Vista Lane access a larger unimproved internal road system, approximately 0.5 miles away. This system provides access to all of the Pine Nut Mountain Range. The project will create a safe and fully functional recreational access area. If Sierra Vista Lane is not improved, roadway users will continue to shy away from accessing and utilizing Federal lands along this road due to the rapid deterioration.

A major storm occurred in 1997, approaching a 100-year storm event, which almost flooded out Sierra Vista Lane in some reaches. The City performed some stabilization efforts to maintain the road. A severe rainstorm in 2011 flooded the roadway, leaving significant amounts of debris and mud on the roadway, making Sierra Vista Lane impassable. After significant rain events, maintenance crews respond to perform emergency repairs and roadway clearing to ensure emergency access is maintained



F. PROJECT BUDGET

Item	Estimate (\$)	Comments
Scoping	\$38,450	
Preliminary Eng. (PE)	\$515,790	
Construction (CN)	\$3,780,000	Includes 25% contingency
Construction Eng. (CE)	\$459,000	
Total	\$4,793,240	

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • Prepare NEPA environmental documents and make project decisions based on the NEPA documents • Subject to the NEPA decisions, <ul style="list-style-type: none"> ▪ Obtain permits required for Federally constructed projects (includes all federal and state permits) ▪ Prepare the PS&E ▪ Construct the project 	

Responsible Party	Product/Service/Role	Comments
Carson City	<ul style="list-style-type: none"> • Obtain permits other than those required for Federal constructed projects (includes all city permits) • Coordination, agreements and costs associated with utilities and right-of-way • Attend reviews and meetings • Develop a public information program in coordination with FHWA and BLM as required • Provide data on traffic, accidents, material sources, etc. • Provide any existing topographic or aerial mapping • Review plans and specifications at each phase of the design and provide project development support • If required, collaborate with FHWA, BLM, and other agencies • Assume responsibility of the NPDES permit after project completion • Provide long term maintenance and operation of the facility • Coordinate all issues with land ownership through BLM, if required 	<ul style="list-style-type: none"> • Right of way, including right of entry for construction and any temporary construction easements must be obtained prior to advertising for construction
BLM – Carson City District	<ul style="list-style-type: none"> • Coordinate any necessary authorizations to Carson City to conduct project on BLM managed lands, Coordinate land ownership issues with Carson City, if required • Attend reviews and meetings • Review plans and specifications at each phase of the design • If required, collaborate with FHWA, Carson City, and other agencies • Coordinate with Carson City to develop agreement for long-term maintenance of the BLM managed portion of the road 	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
FHWA-CFLHD	NEPA	4/2016 – 2/2017	
FHWA-CFLHD	Survey	4/2016 – 6/2016	
FHWA-CFLHD	30% Design	5/2016 – 9/2016	
FHWA-CFLHD	95% Design	10/2016 - 3/2017	
FHWA-CFLHD	Final PS&E Documents	3/2017	
FHWA-CFLHD	Advertise and Award	3/2017 – 5/2017	30 day solicitation
FHWA-CFLHD	Construction	5/2017 – 10/2017	Assume 5 months

I. PROPOSED DESIGN STANDARDS Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	Manual on Uniform Traffic Control Devices, A Policy on Geometric Design of Highways and Streets, AASHTO Roadside Design Guide, Guidelines for Geometric Design of Very Low – Volume Local Roads (ADT<400), AASHTO, 2001, Carson City design standards	
Functional Classification	Local Road	
Surface Type	Asphalt Concrete Pavement	
Design Volume	<400	

J. FUNDING

Fund Source	Amount	Comments
Title 23 program funds-Federal Lands Access Program (FLAP)	\$4,553,578	
Local Matching Share – Carson City	\$239,662	5%*
TOTAL	\$4,793,240	

*Local match includes \$2,500 contributed to project scoping.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements will be detailed in a separate reimbursable agreement between CFLHD and Carson City. Funding for this project will be satisfied with non-federal Title 23 or 49 funds following the expenditure of project Federal Lands Access Program funds by CFLHD.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Address/Phone Number/Email
Dirk Goering/Transportation Planner	Carson City Public Works Dept.	3505 Butti Way, Carson City, Nevada 89701 (775) 283-7431, Dgoering@carson.org
Victoria Wilkins / Assistant Field Manager	Bureau of Land Management – Carson City District	5665 Morgan Mill Rd, Carson City, NV 89701 (775) 885-6198, vwilkins@blm.gov
Matt Ambroziak / Project Manager	CFLHD	FHWA Central Federal Lands Highway Division 12800 West Dakota Ave, Suite 380 Lakewood, CO 80228 (720) 963-3619, matthew.ambroziak@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA - CFLHD	Carson City	BLM	Time
Matt Ambroziak Project Manager 720-963-3619	Dirk Goering 775-283-7431	Victoria Wilkins 775-885-6198	5 Working days
Gary Strike Branch Chief, Project Management 720-963-3464	Patrick Pittenger, Transportation Manager 775-283-7396	Bryant D. Smith Acting Field Manager 775-885-6172	5 Working days

FHWA - CFLHD	Carson City	BLM	Time
Ingrid Allen (Acting) Director, Project Delivery 720-963-3386	Darren Schulz, Public Works Director 775-283-7391	Associate District Manager 775-885-6000	10 Working days
Ricardo Suarez CFLHD Division Engineer 720-963-3448	Nick Marano, City Manager 775-887-2260	Ralph Thomas District Manager 775-885-6000	10 Working days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: April 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To approve a Federal Lands Access Program (FLAP) Project Reimbursement Agreement to reimburse Central Federal Lands Highway Division for five percent of the cost to reconstruct a 2.5-mile portion of Sierra Vista Lane, including improvements to three parking areas and way finding signs. The FLAP grant will provide 95% of the funds to reconstruct Sierra Vista Lane.

Staff Summary: The FLAP grant Reimbursement Agreement between Carson City and Central Federal Lands Highway Division documents the scope of work for reconstructing Sierra Vista Lane, the required local match, and the financial administration procedures for the grant.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve the proposed Federal Lands Access Program (FLAP) Project Reimbursement Agreement for the reconstruction of a 2.5-mile portion of Sierra Vista Lane.

Previous Action

At the April 8, 2015 meeting, the RTC approved staff's pursuit of the Federal Lands Access Program (FLAP) grant.

Background/Issues & Analysis

Sierra Vista Lane is currently constructed with recycled asphalt grindings and is in need of reconstruction. The project includes a 1.1 mile portion of Sierra Vista Lane that the RTC accepted for maintenance in May 2012. Furthermore, Sierra Vista Lane is frequently used to access the Carson River and Federal lands controlled by the Bureau of Land Management.

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

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

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: A portion, \$100,000, of the five percent local match is tentatively budgeted for in the 2016/2017 Expenditures Budget. The total local cash match share is approximately \$239,662.

Alternatives - N/A

Supporting Material

- FLAP Project Reimbursement Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-15-E-00066, Modification 001

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Carson City Regional Transportation Commission 3505 Butti Way Carson City, Nevada 89701	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
TIN: 886000189 DUNS: 07378152	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Nancy Paulson Address: 3505 Butti Way Carson City, NV 89701 Phone: 775-283-7142 E-mail: npaulson@carson.org	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 802 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Patrick Pittenger Address: 3505 Butti Way Carson City, NV 89701 Phone: 775-283-7396 E-mail: ppittenger@carson.org	Name: Matt Ambroziak Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3619 E-mail: matthew.ambroziak@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: See date of signature below To: January 20 th , 2018	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: \$239,662	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached SOW

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature Brad Bonkowski Title Regional Transportation Commission Chairperson	Signature Ricardo Suarez Title Division Engineer
Date	Date

Statement of Work for Agreement DTFH68-15-E-00066, Modification 001
March 28, 2016

- I. Introduction: Carson City will provide funding for development of preliminary engineering (PE), construction engineering (CE), and construction (CN) to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the NV FLAP 100(1) Sierra Vista Lane project. Carson City shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency. Funding in the amount of \$2,500 was previously provided by Carson City for the scoping report and project delivery plan under Reimbursable Agreement No. DTFH68-15-E-00066. The Program Decision Committee approved this project on December 15, 2015.

- II. Location: Sierra Vista Lane, Carson City, Nevada

- III. Work Required: For the NV FLAP 100(1) Sierra Vista Lane project, as selected by the Programming Decisions Committee (PDC) in the state of Nevada, develop contract (plans, specifications, and estimate) for the advertisement, NEPA, permitting, and award of a construction project to complete this work. Provide contract administration and construction engineering services.

The project is to begin at the intersection of Sierra Vista Lane and Pinion Hills Road and proceeds south approximately 2.5 miles. The project application indicates a roadway 24 feet in width surfaced with asphalt and 3 improved parking lots. (See the Nevada Access Program Project Application dated April 8, 2015 and Project Delivery Plan (PDP) from December 2015).

This Agreement does not obligate (commit to the expenditure of) Federal funds nor does it commit the parties to complete the project. This agreement documents the intent of the parties, sets forth the anticipated responsibilities of each in the scoping of the project and commits the Requesting Agency to provide its share of costs in the scoping of the project. The parties understand that any final decision as to design and construction will be made by the PDC after completion of the scoping report, project agreement, project delivery plan and any environmental analysis required under the National Environmental Policy Act. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project and a change in Congressional authorization.

- IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund preliminary engineering (including NEPA compliance), construction and construction engineering as follows:

Item	Estimate (\$)	Comments
Scoping	\$38,450	
Preliminary Eng. (PE)	\$515,790	

Statement of Work for Agreement DTFH68-15-E-00066, Modification 001
March 28, 2016

Item	Estimate (\$)	Comments
Construction (CN)	\$3,780,000	Includes 25% contingency
Construction Eng. (CE)	\$459,000	
Total	\$4,793,240	

Fund Source	Amount	Comments
Title 23 program funds- Federal Lands Access Program (FLAP)	\$4,553,578	
Local Matching Share – Carson City	\$239,662	5%*
TOTAL	\$4,793,240	

*Local match includes \$2,500 contributed to project scoping.

An estimated total of \$4,553,578 will be provided in FLAP funds for PE, CE, and CN. Carson City will provide a total of \$239,662 in local match funds towards PE, CE, and CN. Funding in the amount of \$2,500 was previously provided by Carson City for the scoping report and project delivery plan development under Reimbursable Agreement No. DTFH68-15-E-00066.

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

- V. Period of Performance: All work associated with this agreement will be completed no later than January 20th, 2018.
- VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Matt Ambroziak, Project Manager. Mr. Ambroziak can be contacted at 720-963-3619 or matthew.ambroziak@dot.gov.

Carson City Point of Contact for this Agreement is Mr. Patrick Pittenger. Mr. Pittenger can be contacted at 775-283-7396.

VII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement dated April 13, 2016 for additional Roles and Responsibilities.

FHWA, Central Federal Lands Highway Division will:

- Manage the overall effort on this agreement regarding scope, schedule, and

Statement of Work for Agreement DTFH68-15-E-00066, Modification 001
March 28, 2016

budget in coordination with Carson City;

Carson City will:

- Provide funding as referenced in this document.

VIII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed \$239,662

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will invoice the Requesting Agency on a monthly basis for funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor. The local match amount for this work is estimated at \$239,662. Any remaining balance will be billed at the final closeout of the construction contract or at the resolution of any disputes or claims.

The Servicing Agency will bill upon completion of the work in this Agreement. The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Carson City will provide \$239,662 in local match funding requested for this project through construction contract completion, closeout, and resolution of any disputes in an amount not to exceed the amount stated in this Agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. **Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a final Project Status Report detailing the

Statement of Work for Agreement DTFH68-15-E-00066, Modification 001
March 28, 2016

funding usage on the project and calculations used to determine match funding requirements.

The Project Status Report will be provided on a quarterly basis during preliminary engineering and monthly during construction.

The Servicing Agency requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number **DTFH68-15-E-00066, Mod 001**.

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

Statement of Work for Agreement DTFH68-15-E-00066, Modification 001
March 28, 2016

Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available on our internet site at (PCCOTC.GOV), or call toll free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.
- XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** April 13, 2016

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To determine that Creative Bus Sales (Arboc) is the lowest responsive and responsible bidder (Contract File 1516-099) pursuant to N.R.S. Chapter 332 and to authorize Public Works to purchase two Fixed Route Buses for a bid amount of \$313,235.00 each, with the option to purchase additional buses in future years, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2016/2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the new 2016 35-foot-long ADA compliant fixed route buses. The overall contract term is four years, with an option to purchase up to four additional buses during each of the three option years, however, the RTC is only obligated to purchase the initial two buses at the current bid price of \$313,235 per bus. Additional buses purchased under the option agreement would be brought back to the Commission for approval in a future fiscal year at a price to be determined at the time the option is exercised. The procuring agency requests proposals for the manufacture and delivery of a minimum of two (2) fixed route buses in accordance with the terms and conditions set forth herein.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to determine that Creative Bus Sales (Arboc) is the lowest responsive and responsible bidder (Contract File 1516-099) pursuant to N.R.S. Chapter 332 and to authorize Public Works to purchase Fixed Route Buses for a bid amount of \$313,235.00 each, with the option to purchase additional buses in future years, to be funded from the Transit Fund, Machinery & Equipment/Vehicle Purchase account as provided in FY 2016/2017 budget.

Background/Issues & Analysis

NOTICE TO BIDDERS were distributed on February 3, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on February 3, 2016. The bids were opened at approximately 2:10 p.m. on March 14, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Graham Dollarhide and Dirk Goering from Public Works, and Laura Tadman, Purchasing and Contracts.

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

Name of Bidder

Creative Bus Sales – Arboc
New Flyer
Creative Bus Sales – ElDorado

Total Bid

\$313,235.00
\$339,713.07
\$357,706.00

Staff recommends award to Creative Bus Sales (Arboc) as the lowest responsive and responsible bidder pursuant to NRS Chapter 332. The new buses are needed to replace aging buses that have met their useful life, according to the Federal Transit Administration (FTA), and are now eligible for replacement. A total of six fixed route buses in the JAC fleet will have met their useful life by the end of the proposed contract term. A maximum of four buses may be purchased during the contract option term, in addition to the two that will be purchased during the initial contract term. These four additional buses may be purchased all in the same fiscal year, with zero purchased during the other option years, or may be metered out across the three option years, according to funding availability.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes No

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

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the above referenced account could be decreased by at least \$626,470.00, which is comprised of \$532,499.50 in Federal Transit Administration (FTA) funds (85%), and \$93,970.50 in local funds (15%).

Alternatives - N/A

Supporting Material

-Bid Tabulation Report

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1516-099 Transit Bus Procurement

Date and Time of Opening: February 23, 2016 @ 11:10 a.m.

Description	Bidder # 1	Bidder # 2	Bidder #3
	Arboc Specialty Vehicles	New Flyer of America Inc.	Eldorado National
BIDDER acknowledges receipt addendums	Y	Y	Y
Total Base Bid Price (Schedule A)	\$313,235.00	\$339,713.07	\$357,706.00
Total Bid Price written in words? y/n	Y	Y	Y
Bidder Information provided? y/n	Y	Y	Y
Bid Document executed? y/n	Y	Y	Y



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** April 13, 2016

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: Free rides on Jump Around Carson (JAC) during election day, November 8, 2016
(Information only).

Staff Summary: In order to provide citizens the opportunity to cast their ballot during the upcoming presidential election, JAC will be offering free rides on each of its four fixed routes during all hours of operation on November 8, 2016.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion - N/A

Background/Issues & Analysis

The JAC transit service is Carson City's public transit system providing citizens with safe and reliable bus service. In providing free transit service during the general election, JAC aims to not only encourage the public to get out and vote, but to allow them the opportunity to give transit a try, with the hope that they will realize the economic, environmental and physical health benefits of public transportation.

Applicable Statute, Code, Policy, Rule or Regulation - N/A

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: The ticket sales revenue accounts will not accrue earnings for the days' trips.

Alternatives - N/A

Supporting Material - N/A



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: April 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (Information Only) Information on proposed ballot language regarding the November 2016 Carson City Fuel Revenue Indexing ballot question.

Staff Summary: Pursuant to Assembly Bill 191, enacted during the 78th (2015) Session of the Nevada Legislature, certain counties, including Carson City, are required to place on the ballot at the 2016 General Election a question which asks the voters in those counties whether to authorize their Board of County Commissioners to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases to taxes on certain motor vehicle fuels (e.g. gasoline and diesel).

Agenda Action: Other/Presentation

Time Requested: 15 Minutes

Proposed Motion - N/A

Background/Issues & Analysis

The proposed ballot language is being presented to the Carson City Regional Transportation Commission for informational purposes and to encourage discussion. Comments from the RTC will be forwarded to the Carson City Board of Supervisors for their consideration.

Applicable Statute, Code, Policy, Rule or Regulation

Assembly Bill (AB) 191

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 -N/A

Supporting Material

-Proposed Carson City Fuel Revenue Indexing Ballot Language

-Informational letter from the Nevada Association of Counties (NACO) explaining AB191

PROPOSED NOVEMBER, 2016 CARSON CITY BALLOT LANGUAGE

(Required by Assembly Bill No. 191 (2015), relating to motor vehicle fuel tax indexing)

Question

Shall the Carson City Board of Supervisors enact an ordinance to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases to the taxes on motor vehicle fuel and various special fuels used in motor vehicles in an amount not to exceed in each year a total of three cents (\$0.03) for every gallon sold in Carson City, with the revenue generated from the increase to be used for the sole purpose of building, maintaining and repairing roads and highways located only in Carson City?

Explanation

Under existing state law, also known as the County Fuel Tax Law, counties in Nevada are authorized to impose certain taxes on motor vehicle fuel and special fuels used in motor vehicles. Also under existing state law, the board of county commissioners in all counties, other than Clark and Washoe County (which, based on those counties' populations, are subject to different statutory requirements governing the imposition of fuel taxes), are required to impose additional county taxes on motor vehicle fuel and various special fuels used in motor vehicles upon approval by a majority of the voters in those counties at the general election in November 2016. Upon such approval by the voters, the board of county commissioners of those counties may also provide for annual increases in the taxes for the period beginning on January 1, 2017, and ending on December 31, 2026.

Before the 78th (2015) Session of the Nevada Legislature, state law also required a statewide measure to be placed on the November 2016 ballot for Nevada voters to decide whether to authorize the State to impose additional state taxes on motor vehicle fuel and various special fuels used in motor vehicles. During the last Session of the Nevada Legislature, Assembly Bill No. 191 was enacted. Under Assembly Bill No. 191, the requirements for the statewide ballot measure were repealed and instead, upon approval by a majority of the voters in the county at the general election in November 2016, the board of county commissioners of a county other than Clark or Washoe County is required to impose the state taxes in the same manner as the board is required to impose the additional county taxes on motor vehicle fuel and various special fuels used in motor vehicles. If the ballot question is approved, the Carson City Board of Supervisors would be required to impose these state taxes in the same manner as it would be required to impose the county taxes.

These additional county and state taxes are required to be calculated by applying a formula factoring a certain percentage based on certain construction inflation, and the percentage cannot exceed 7.8 percent. This practice of tying the fuel tax rate to the rate of certain construction inflation is known as fuel indexing. However, because a board of county commissioners is also authorized to use a percentage that is lower than 7.8 percent, the Carson City Board of Supervisors has determined that it will apply a percentage which will result in annual increases to the motor vehicle fuel tax in an amount

not to exceed in each year a total of three cents (\$0.03) for every gallon sold in Carson City if this ballot question is approved.

If the ballot question is approved, the Carson City Board of Supervisors will be required to adopt an ordinance to impose the annual tax increases. The revenue collected from the annual increases in these taxes will be required to be used in accordance with requirements established by state law, including for the purpose of construction, maintenance and repair of roads in Carson City (and as necessary for the safe and efficient use of such roads), for the purpose of construction, maintenance and repair of the public highways and state highways of Carson City, and for the purpose of repair or restoration of existing paved roads, streets and alleys (other than those maintained by the Federal Government and the State of Nevada) located in Carson City.

A "YES" vote would allow Carson City to enact an ordinance to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases to the taxes on certain motor vehicle fuels sold in Carson City, with the revenue from those increases to be used solely for improvements to roads, streets and highways located in Carson City.

A "NO" vote would prohibit Carson City from enacting an ordinance to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases to the taxes on certain motor vehicle fuels sold in Carson City, and also prevent improvements to roads, streets and highways located in Carson City that would have been funded by the increases.

Digest

If passed, this measure would create, generate or increase public revenue. Passage or defeat of this measure by the voters of Carson City would not add to, change or repeal Nevada state law. However, the applicable provisions of state law that establish the statutory provisions relating to county taxes on fuel and which require this ballot question to be presented to the voters of Carson City at the general election in November 2016 are set forth in Chapter 373 of Nevada Revised Statutes. Those provisions of state law, which were amended by Assembly Bill No. 191 during the 78th (2015) Session of the Nevada Legislature, establish the formulas used in calculating the imposition of the additional county and state taxes on motor vehicle fuel and various special fuels used in motor vehicles. In addition, the applicable provisions of state law which establish the manner in which the revenue generated from fuel taxes must be allocated and spent are set forth in Chapter 365 of NRS.

If passed, this measure would also require the Carson City Board of Supervisors to enact one or more ordinances before imposing the additional taxes authorized by Assembly Bill No. 191. Ordinances adopted by the Carson City Board of Supervisors that concern motor vehicle fuel taxes are codified in Chapter 11.20 of the Carson City Municipal Code. Therefore, passage of this ballot measure would require additions or amendments to Chapter 11.20 of the Carson City Municipal Code, as necessary.

Finally, as required under Assembly Bill No. 191, the imposition of and increases to the taxes, if approved by the voters of Carson City in November 2016, only remain in effect until December 31, 2026. For the period beginning on January 1, 2027, the increases in these taxes may not be effectuated unless a majority of the voters in Carson City at the general election in November 2026 authorize the Carson City Board of Supervisors to continue to provide for the annual increases. Therefore, the Carson City Municipal Code may need to be added to or amended at that time.

Description of Anticipated Financial Effect

If this ballot question is approved by the voters of Carson City, an ordinance would be adopted to effectuate annual increases to the taxes on motor vehicle fuel and various special fuels used in motor vehicles in an amount not to exceed in each year a total of three cents (\$0.03) for every gallon sold in Carson City. Those annual increases would be imposed each year from the period beginning on January 1, 2017 and ending on December 31, 2026. The taxes authorized by this measure are also cumulative, and therefore subsequent increases are added to prior years' indexed taxes. Although no official calculations or analyses exist to fully project the financial effect passage of this measure would have on Carson City, the Nevada Department of Motor Vehicles has prepared "County Index Tax Revenue Projections FY17-FY26" which estimates, based on preliminary information, that imposition of the additional motor vehicle fuel taxes could result in approximately \$60 Million of additional revenue by the end of 2026. Of that amount, the portion which would be allocated and disbursed to Carson City would be approximately \$40 Million, while the remaining portion would be allocated to the State of Nevada.

Arguments for Passage

To be included after preparation and submittal by the committees required to be created pursuant to NRS 295.121.

Arguments Against Passage

To be included after preparation and submittal by the committees required to be created pursuant to NRS 295.121.

Rebuttal

To be included after preparation and submittal by the committees required to be created pursuant to NRS 295.121.

Dear County Manager;

Cc: County Clerks
NACO Board of Directors

RE: AB191- Motor Vehicle Fuel Indexing 2016 Ballot Question

The Board of Directors of the Nevada Association of Counties (NACO) has asked staff to coordinate and assist counties with the motor vehicle fuel indexing 2016 ballot question. This letter provides the most current information available as well as suggestions to help counties coordinate on this process.

AB191, which was enacted during the 78th (2015) Session of the Nevada Legislature, requires all counties, except Washoe and Clark, to place on the ballot at the November 8, 2016 General Election, a question which asks all voters in a county whether to authorize their Board of County Commissioners (Supervisors) to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026 annual increases to taxes on certain motor vehicle fuels. If the question is approved by the voters, the Board of County Commissioners (Supervisors) is required to impose an ordinance to index motor vehicle fuels which must stay in place until 2026. In 2026 another ballot question will be required that will ask county voters whether they would like the annual increases to continue. The fuel tax indexing question on the November Ballot will be a county by county question which means that motor vehicle fuel indexing could pass in one county but not in another. The requirements of each county are the same except for in Clark and Washoe Counties: Clark County must have a ballot question if it wants to continue motor vehicle fuel indexing approved in 2013; and the Washoe County Commission approved motor vehicle fuel indexing in 2003.

Pursuant to Nevada Revised Statutes **293.481**, the language for the ballot questions is to be developed by the Board of County Commissioners (Supervisors) of each county with the assistance of the County Clerk, District Attorney and Secretary of State. Once the language is approved at the county level, it must be transmitted to the County Clerk and the Secretary of State. As with other local ballot questions, pursuant to Nevada Revised Statutes **295.121**, the County Clerk must make recommendations to the Board of Commissioners or Supervisors on individuals to appoint to the committees that will write the pro and con arguments for the ballot question. The Board appoints the two committees, one consisting of three people who support the question and another consisting of three people who oppose the question. NACO staff is not aware of any requirement that the committee members be county residents or that the final language of the question be adopted prior to appointing the committees. However, each clerk should check with their district attorney.

The final language for the ballot question must be submitted to the County Clerk on or before the third Monday in July which falls on **July 18th**.

What is motor vehicle fuel indexing?

Motor vehicle fuel indexing is the practice of tying the fuel tax to the rate of inflation to provide funds for transportation infrastructure projects. Unlike the sales tax, which is a percentage of the total price of an item, the fuel tax is currently a fixed amount per gallon. The Federal gas tax has not been increased since 1993 and the State fuel tax has not been increased since 1992, however, the cost of building and maintaining streets and highways has increased significantly just like the prices of other goods and services. Thus, the intent of fuel revenue indexing is to enable the taxes paid at the pump to better support the current costs of maintaining and improving our transportation infrastructure.

How does AB191 work?

As outlined in AB191, if the fuel tax indexing ballot question passes in a particular county, then, each year, the tax will increase by a percentage equal to the lesser of the "applicable percentage" or the "adjusted average highway and street construction inflation index." The "adjusted average highway and street construction inflation index" has a complex definition in the bill - it starts with the Producer Price

Index (PPI) for Highway and Street Construction, averages that over 10 years, then adjusts that number if it was higher than the “applicable percentage” in the previous year. The “applicable percentage” is determined by the County as part of the ordinance and is one of the few items over which the Board of Commissioners or Supervisors will have discretion. The “applicable percentage” cannot exceed 7.8%, but the Board could establish a lower rate in the ordinance. According to AB191, if fuel tax indexing passes, it will apply to Federal, State and County taxes on gasoline and special fuels including diesel, propane and methane.

The current taxes per gallon are as follows:

	<u>Federal</u>	<u>State</u>	<u>County Mandatory</u>	<u>County Optional</u>
Gasoline	18.4 cents	18.455 cents	6.35 cents	*Up to 9 cents
Diesel	24.4 cents	27.75 cents	None	None
Propane	18.3 cents	22 cents	None	None
Methane	18.3 cents	21 cents	None	None

Indexing of the county optional gas tax for all counties would be based on 9 cents even if the county has not imposed the full optional gas tax.

*Carson City, Churchill, Clark, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Nye, Pershing, Washoe and White Pine are at 9 cents. Esmeralda, Lincoln and Storey are at 4 cents.

How much money will fuel tax indexing generate and how will it be spent?

If passed, each of the portions (county, state and federal) of the fuel tax will be indexed. The revenue generated from indexed federal and county taxes on gasoline as well as the indexed federal tax on diesel and other special fuels will be returned to the county where the fuel was purchased. Rural counties and cities have never before been eligible to receive a portion of the diesel tax. The amounts that this will generate for each county will vary. Revenue projections for each County were prepared by the Nevada Department of Motor Vehicles and are contained in the *attached* spreadsheet. **These are projections only and are subject to change based on various factors.**

The revenue generated from the indexed state portion of the taxes on gasoline, diesel and other special fuels will be distributed to the State Highway Fund; however, AB191 stipulates that revenues generated from the state portion of the fuel taxes must be used by the Nevada Department of Transportation (NDOT) to complete projects in the county where the fuel was purchased. NDOT, in consultation with the County, will decide on which project(s) the additional state revenue will be used for. NDOT’s list of projects in each county can be viewed at the following website:

<http://estip.nevadadot.com/default.asp#tabs-4>

The county and federal portions of revenue generated from any approved fuel tax indexing that are returned to the county will also be distributed to any cities and towns with town boards within the county in accordance with NRS 365.180, NRS 365.190, NRS 365.192, NRS 365.196, NRS 365.550, NRS 365.560 and NRS 373.030. These revenues are for use on state or local roads and must be used in accordance with **NRS 365.535-365.56** for the construction, maintenance or repair of any public road, highway, street or alley or any real property or any interest therein that is acquired, dedicated or reserved for the construction, operation and maintenance of a public road, highway, street or alley. Furthermore, Article IX, Section 5 of the *Nevada Constitution* requires that the proceeds from the imposition of any excise tax on gasoline or other motor vehicle fuel shall, except costs of administration, be used exclusively for the construction, maintenance, and repair of the public highways of this State.

The county, city or regional transportation commission will decide which projects will be funded by revenue from fuel tax indexing.

Nevada's counties and cities maintain 22,211 miles of road which carry nearly half of all vehicle miles (13.1 billion) travelled (VMT) in the State. Specific county road miles and VMT data is *attached*.

How should the Question appear on the Ballot?

It is up to each county to decide the exact wording of their ballot question. However, the NACO Board directed staff to draft sample language that all counties could use. The draft language presented below is still under review and will be presented to the NACO Board of Directors at their March 25th meeting.

Draft Sample Question

Shall the Nevada County Board of Commissioners enact an ordinance to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026, annual increases in the taxes on certain motor vehicle fuels based on construction inflation not to exceed 7.8 percent for the purpose of funding repairs and maintenance of roads (and projects that will reduce traffic congestion and enhance public safety) in Nevada County?

Draft Sample Explanation

Pursuant to Assembly Bill 191 enacted during the 78th (2015) Session of the Nevada Legislature, all counties except Washoe and Clark are required to place on the ballot at the 2016 General Election a question which asks the voters in the county whether to authorize the Board of County Commissioners (Supervisors) to impose, for the period beginning on January 1, 2017 and ending on December 31, 2026 annual increases to taxes on certain motor vehicle fuels (e.g. gasoline and diesel). If voters approve the ballot question the Board of County Commissioners (Supervisors) is required to impose an ordinance to index motor vehicle fuels based on street and highway construction inflation which cannot exceed 7.8% annually. However, the Board of County Commissioners (Supervisors) could establish a lower rate of indexing in the ordinance. The revenue from indexed motor vehicle fuels will be used on streets and highways in the county where the fuel was purchased.

Clark County must have a ballot question if it wants to continue motor vehicle fuel indexing approved in 2013. Washoe County approved motor vehicle fuel indexing in 2009.

A "YES" vote would permit Nevada County to index the applicable rate of tax on motor vehicle fuels in Nevada County beginning January 1, 2017 until December 31, 2026 to reflect inflation in the cost of construction. The proceeds of this fuel revenue indexing collected in Nevada County may only be used for street and highway improvements located in Nevada County.

A "NO" vote would prevent Nevada County from indexing the applicable rate of tax upon motor vehicle fuels and preclude the construction of the Nevada County street and highway improvements that would be financed through the indexing of the fuel revenue rate of tax

What else can a county do?

Nevada Revised Statutes **281A.520** prohibits a public officer or employee from requesting or otherwise causing governmental entity to incur expense or make expenditure to support or oppose ballot question or candidate in certain circumstances. However, counties can provide information to their voters regarding their transportation needs including the condition of their streets and highways and what projects or how many miles of roads would be improved or maintained with the additional tax revenues if the ballot question is approved by voters.



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

RTC Meeting Date: April 13, 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: January 27, 2016
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of December 2015**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	220 blocks applied
Street Patching Operation	N/A
Pot Hole Repairs	2

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	42 required canopy pruning/23 pruned for sign and vehicle clearance.
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	N/A

Concrete Repair and Maintenance

ACTIVITIES	COMMENTS
Concrete Total Yards Poured	21.50
Curb & Gutter Linear Feet	144
Sidewalk & Flat Work Sq/Ft	699
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITIES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> Excavated 175' of storm drain ditch and armored with fabric and rock on E Sutro.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	20 yards

Storm Water

ACTIVITIES	COMMENTS
Sediment removed from ditches	20 yards
Linear feet of pipe hydro flushed	100' of pipe/15 yards of debris removed
Number of Drainage Inlets Cleaned	705 drains/ 27 yards removed
Total sediment removed from system	62 yards
Line Locations Performed	164

Sweeper Operations

ACTIVITIES	COMMENTS
Curb Miles Swept	342.6
Yards of Material Picked Up	220 Yards
City Parking Lots Swept	Community Center

Trucking Bins

ACTIVITIES	COMMENTS
Bins Hauled for WWTP	21
Bins Hauled for Sweeping Operation	47
Bins Hauled for Other Operations	3 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	49
Signs Replaced	76
Sign Post Replaced	8
Signs Replaced due to Graffiti Damage	29
Delineators	12
Cross Walks Painted	0
Stop Bars Painted	0
Yield Bars Painted	0
Right Arrows Painted	0
Left Arrows Painted	0
Straight Arrows Painted	0
Stop (word)	0
Only (word)	0
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	4 snow events <ul style="list-style-type: none"> • 460 yards of sand/salt applied • 10,450 gallons of brine applied
Rain Event/Flood Control	2 Rain events <ul style="list-style-type: none"> • 705 drains cleared/27 yards of debris removed
Wind	1 Wind event



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

RTC Meeting Date: April 13, 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: February 29, 2016
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of January 2016**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	400 blocks applied
Street Patching Operation	N/A
Pot Hole Repairs	54 Citywide

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	34 required canopy pruning
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	N/A

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	15.5
Curb & Gutter Linear Feet	26
Sidewalk & Flat Work Sq/Ft	808
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> Excavated 460' of storm drain ditch on Corrine Court and Grumman Dr. Removed 252 yards of debris. Extended 42" culvert 15 feet to extend the shoulder of the roadway on Sierra Vista. Armored the outflow with fabric and boulders to prevent erosion.
Shoulder Work on Asphalt Roads	Shouldered 1,400' of roadway on Sierra Vista Ln
Debris cleaned up	252 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	252 yards
Linear feet of pipe hydro flushed	30' of pipe/3 yards of debris removed
Number of Drainage Inlets Cleaned	110 drains/ 4.75 yards removed
Total sediment removed from system	259.75 yards
Line Locations Performed	168

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	545.7
Yards of Material Picked Up	335 Yards
City Parking Lots Swept	N/A

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	21
Bins Hauled for Sweeping Operation	52
Bins Hauled for Other Operations	3 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	Removed all garlands and street side decorations.

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	133
Signs Replaced	141
Sign Post Replaced	12
Signs Replaced due to Graffiti Damage	14
Delineators	15
Cross Walks Painted	0
Stop Bars Painted	0
Yield Bars Painted	0
Right Arrows Painted	0
Left Arrows Painted	0
Straight Arrows Painted	0
Stop (word)	0
Only (word)	0
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	Four snow events <ul style="list-style-type: none">• 357 yards of sand/salt applied
Rain Event/Flood Control	N/A
Wind	1 Wind event



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

RTC Meeting Date: April 13, 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: March 23, 2016
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of February 2016**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	890 blocks applied
Street Patching Operation	17 tons of asphalt installed
Pot Hole Repairs	15

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	26 trees pruned
Tree Removal	N/A
Tree Care Chemical Treatment	City crews treated 377 Elm trees by injecting a total of 3,265 gallons of Malice 75WSP.
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,265 gallons of pre-emergent were applied to city right-of-ways.

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	21
Curb & Gutter Linear Feet	56
Sidewalk & Flat Work Sq/Ft	606
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> Excavated 1,373 feet of storm drain ditch on both sides of Jefferson Dr. 133 yards of sediment and sagebrush were removed. Re-shaped 390 feet of ditch on Ryan Way and removed 195 yards of sediment.
Shoulder Work on Asphalt Roads	Shouldered 1,000 feet of roadway on Jefferson Dr.
Debris cleaned up	328 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	252 yards
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	Cleaned 50 drains and 1.5 yards of debris removed.
Total sediment removed from system	329.5 yards
Line Locations Performed	255

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	618.4
Yards of Material Picked Up	416.5 Yards
City Parking Lots Swept	N/A

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	19
Bins Hauled for Sweeping Operation	34
Bins Hauled for Other Operations	3 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	111
Signs Replaced	126
Sign Post Replaced	6
Signs Replaced due to Graffiti Damage	14
Delineators	1
Cross Walks Painted	0
Stop Bars Painted	0
Yield Bars Painted	0
Right Arrows Painted	0
Left Arrows Painted	0
Straight Arrows Painted	0
Stop (word)	0
Only (word)	0
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	Two snow events <ul style="list-style-type: none">• 76 yards of sand/salt applied
Rain Event/Flood Control	N/A
Wind	1 Wind event

Item 5 - D



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: April 13, 2016
Time Requested: 15 Minutes

To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: March 31, 2016
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	East/West Water Transmission Main Phase 2A-2		
Department Responsible:	Public Works		
Project Description:	East/West Water Transmission Main Phase 2A-2 involves construction of approximately 2,800 linear feet of 24 inch diameter water transmission main along Washington Street from just west of Roop Street to Phillips Street. As part of this project, there will be sidewalk improvements, including ADA-accessible improvements, on the north side of Washington Street from approximately Plaza Street to Phillips Street.		
Justification:			
Project Location:	Washington Street from just west of Roop Street to Phillips Street.	Project No:	
Total Estimated Cost:	\$2,100,000	Project to Date Cost:	\$504,000

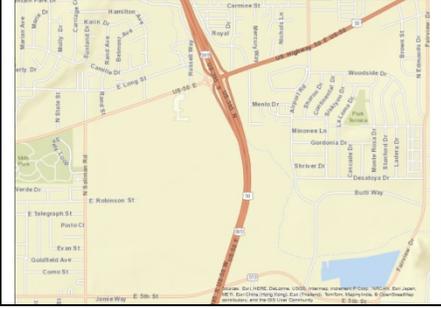
Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
Status: Construction to be completed May 2016.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Carson City Freeway Multi-Use Path		
Department Responsible:	Public Works		
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.		
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.		
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No:	
Total Estimated Cost:	\$684,000	Project to Date Cost: \$29,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
Status: At 60% design.				

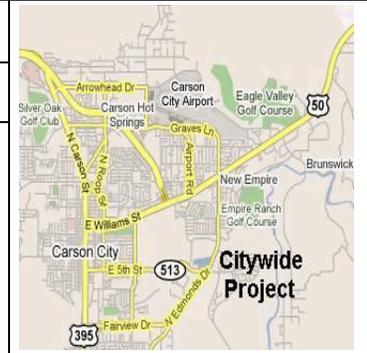


Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Wide Crack Repair Project	
Department Responsible:	Public Works	
Project Description:	The project consists of the repair of wide cracks throughout the city. A contractor will fill the cracks with an asphalt mix and City crews will seal the new asphalt. Known cracks to be repaired will be identified by City staff as well as those identified by residents' concerns that meet the criteria.	
Justification:	The Board of Supervisors approved the transfer of funds from the general fund to the streets fund specifically for the repair of large cracks throughout the city and as means to directly respond and address the concerns of residents.	
Project Location:	Citywide.	Project No:
Total Estimated Cost:	\$250,000	Project to Date Cost: \$0



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$250,000
Status: Project awarded on 11/17/2015. Work to begin on April 11th.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Empire Area ADA Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of sidewalk and the construction ADA-compliant curb ramps on Monte Rosa Drive between Woodside Drive and Stanton Drive as well as curb ramps along Siskiyou Drive.		
Justification:	This project will enhance the connectivity of ADA-compliant sidewalk network in the vicinity of Empire Elementary School and the surrounding neighborhood. This project is being implemented with a combination Community Development Block Grant (CDBG) funds, which are 100% reimbursable, and Federal Transit Administration (FTA) funds. The CDBG funds will be used to provide the minimum 20% match for the FTA funds, which are 80% reimbursable.		
Project Location:	Monte Rosa Drive between Woodside Drive and Stanton Drive and Siskiyou Drive between Stanton Drive and Shriver Drive.	Project No:	
Total Estimated Cost:	\$265,000	Project to Date Cost: \$17,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
275	REGIONAL TRANSPORTATION	\$0	\$0	\$265,000
Status: Bids have been opened and the project is to be awarded at April RTC meeting. Construction is anticipated to begin in May.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Flashing Yellow Arrow Intersection Improvement Project		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of flashing yellow arrows and other traffic signal modifications as well as the construction ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.		
Justification:	This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.		
Project Location:	The intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.	Project No: 031502	
Total Estimated Cost:	\$360,400	Project to Date Cost: \$82,500	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$360,400
Status: Design is complete and the project has been advertised for bids.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Airport Road Reconstruction		
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive as well as the construction of all ADA-compliant infrastructure within the project area.		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements. This project is being implemented with RTC funds.		
Project Location:	Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive.	Project No: ST0008	
Total Estimated Cost:	\$200,000	Project to Date Cost: \$16,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$200,000
Status: In design, construction scheduled for June 2016.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	College Parkway/Research Way Intersection Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of a traffic signal at the intersection of College Parkway and Research Way.		
Justification:	This project will significantly improve the safety and operations of the currently unsignalized intersection of College Parkway and Research Way. The level of traffic at this intersection has continued to increase with the opening of the College Parkway interchange with the Carson City Freeway and ensuing development on Research Way and its vicinity. The City will be responsible for half of the cost and the developer (Maverik) will fund the other half. Public Works staff will be designing the project.		
Project Location:	The intersection of College Parkway and Research Way.	Project No: 031601	
Total Estimated Cost:	\$475,000	Project to Date Cost: \$3,400	

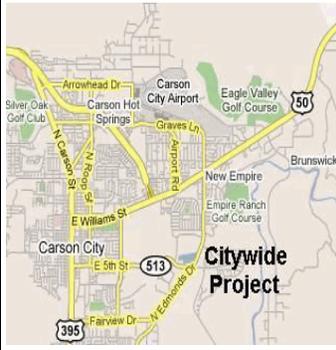
Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$475,000
Status: In design, construction scheduled for May 2016.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Traffic Line Markings (Long Line)		
Department Responsible:	Public Works		
Project Description:	Paint traffic line markings.		
Justification:	Safety of motoring/cycling public.		
Project Location:	Citywide	Project No: 3.0805	
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$141,691	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$119,760	\$173,000	\$141,691
Status: Annual project.				