



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

Day: Wednesday
Date: February 12, 2020
Time: Beginning at 4:30 pm
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

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

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

1. ROLL CALL AND DETERMINATION OF A QUORUM

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

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

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

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the December 11, 2019 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action Discussion and possible action regarding a development agreement between Carson City and C.W. Clark, Inc., for the Cochise Crossing development project, for pro rata contributions in the amount of approximately \$322,800, or a reduced amount, to planned transportation infrastructure capital improvements.

Staff Summary: The Carson City RTC approved a Transportation Development Agreement Template at their December 11, 2019 meeting. The approval authorized the City Engineer to execute the agreement and authorized modifications that may be clerical, identifying, and/or other non-substantive in nature if need be to adapt it for use with a particular owner and/or developer. The Carson City Municipal Code requires that pro rata contributions be provided by private development projects that have an impact on Carson City's transportation system. C.W. Clark, Inc. has agreed to participate in a pro rata contribution and has requested RTC consideration of a reduced pro rata share for the proposed traffic control device that will provide east-west connectivity across S. Carson Street between Clearview Drive and the Interstate 580 freeway.

6-B For Possible Action – Discussion and possible action regarding Contract No. 1718-083A South Carson Complete Street Project - Construction Manager at Risk (CMAR) Construction Services, with Sierra Nevada Construction, Inc. for a total not to exceed amount of \$20,033,758.51 to be partially funded from the Regional Transportation Fund.

Staff Summary: This contract is to provide Construction Manager at Risk (CMAR) Construction Services for the South Carson Complete Street Project which includes, but is not limited to: Construction and management of the delivery of the project based on a Guaranteed Maximum Price (GMP) contract to include construction, utility coordination, scheduling, procurement, subcontractors/supplier bids and proposal award, management bonds, insurance, contract administration billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm, Sierra Nevada Construction, Inc., was selected via RFP #1718-083 Request for Proposals for Construction Manager at Risk (CMAR). The Board of Supervisors awarded the contract to Sierra Nevada Construction, Inc. on February 6, 2020. This item is being brought before the RTC to ratify the expenditure of RTC funds on the project.

6-C For Possible Action – Discussion and possible action regarding Contract No. 19300092, Airport Road Reconstruction and Utility Replacement Project, for a total not to exceed amount of \$2,196,700, to be partially funded with Surface Transportation Block Grant funds.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for the Airport Road and Utility Replacement Reconstruction Project. The construction contract is for the base bid amount of \$1,997,000, plus a 10% contingency amount of \$199,700 to be funded from the Wastewater Utility Capital Projects and Water Utility Capital Projects accounts as well as a Surface Transportation Block Grant (STBG). The engineer's estimate for construction was \$2,350,000. The Board of Supervisors awarded the contract to A&K Earth Movers Inc. on February 6, 2020. This item is being brought before the RTC to ratify the expenditure of STBG grant funds on the project.

6-D For Possible Action – Discussion and possible action regarding an amendment to Cooperative Agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the I-580 Multi Use Path to Colorado Street project, to increase the project amount from \$750,000 to \$1,141,771 and the local match from \$37,500 to \$57,089, and to authorize the Transportation Manager to sign the proposed amendment.

Staff Summary: During the NDOT permit process, the Nevada Department of Transportation required certain upgrades to the project which increased the cost to complete the multi-use path. NDOT has agreed to increase the amount of federal funds to complete the project. The additional federal funds will increase the local match amount from \$37,500 to \$57,089.

6-E For Possible Action – Discussion and possible action regarding a determination that A&K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to NRS Chapter 338, and whether to award Contract No. 19300081 to A&K Earth Movers, Inc. for construction of the I-580 Multi-Use Path to Colorado Street for a total not to exceed amount of \$1,030,700.

Staff Summary: The construction contract is for the base bid amount of \$937,000, plus a 10% contingency amount of \$93,700 to be funded from the Regional Transportation Fund, Capital Improvements Account. The engineer's estimate for construction was \$899,380.

6-F For Possible Action – Discussion and possible action regarding submittal of a grant application with the Nevada Aging and Disability Services Division (ADSD) in the amount of \$96,750 for the period July 1, 2020 to June 30, 2021, and to authorize the Public Works Director to sign the application and associated Certifications and Assurances.

Staff Summary: Staff has prepared an Independent Living Grant application renewal for Fiscal Year 2021. Applications are due February 17, 2020. The grant funding partially underwrites the cost of the Jump Around Carson (JAC) Senior Bus Pass Program, which provides unlimited free rides to senior citizens (60+) on the JAC fixed route system. The required match for this grant is \$14,513.

6-G For Possible Action – Discussion and possible action regarding Carson City’s portion of federal fiscal year (FFY) 2020 Surface Transportation Block Grant (STBG) funds and any remaining or unused FFY 2019 STBG funds to the Northridge Drive Reconstruction Project.

Staff Summary: In September 2019, the RTC directed staff to pursue a reconstruction project for Northridge Drive between Jarbidge Court and Eastridge Drive for Performance District 2, as funding permits. The allocation of FFY 2020 STBG funds would add approximately \$473,380 to the Northridge project. FFY 2019 remaining or unused STBG funds would include funding previously allocated to a project which was completed under budget.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - Non-Action

Items:

- 7-A Transportation Manager’s Report
- 7-B Street Operations Activity Report
- 7-C Project Status Report

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

9. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, March 11, 2020, at the Sierra Room - Community Center, 851 East William Street.

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

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations:

- City Hall, 201 North Carson Street
- Community Center, Sierra Room, 851 East William Street
- Carson City Library, Carson City Library, 900 North Roop Street
- Carson City Public Works, 3505 Butti Way
- Carson City Planning Division, 108 E. Proctor Street
- Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
- City Website: www.carson.org/agendas
- State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to be held on Wednesday, December 11, 2019, at 4:30 p.m., in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

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

STAFF: Darren Schulz, Public works Director
 Lucia Maloney, Transportation Manager
 Rick Cooley, Operations Manager
 Dirk Goering, Senior Transportation Planner
 Todd Reese, Deputy District Attorney
 Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours. All approved meeting minutes are available on carson.org/minutes.

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

(4:30:00) – Chairperson Bonkowski called the meeting to order at 4:30 p.m. Roll was called and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(4:30:24) – Ms. Maloney indicated that there were no changes to the agenda.

3. DISCLOSURES

(4:30:34) – Chairperson Bonkowski introduced the item and noted that he would have a disclosure on item 6-B, which he would read into the record at that time.

4. PUBLIC COMMENT

(4:30:49) – Chairperson Bonkowski entertained public comments; however, no members of the public were present to comment.

5. APPROVAL OF MINUTES

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5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE NOVEMBER 13, 2019 DRAFT MINUTES.

(4:31:01) – Chairperson Bonkowski introduced this item and entertained a motion.

(4:31:10) – Commissioner Bagwell moved to approve the minutes of the November 13, 2019 minutes with the submitted correction to item 6-D. The motion was seconded by Commissioner Macquairie. Motion carried 5-0-0.

6. PUBLIC MEETING ITEMS

6-A FOR INFORMATION ONLY – PRESENTATION AND DISCUSSION REGARDING THE 2019/2020 SNOW PLOW ROUTES.

(4:31:35) – Chairperson Bonkowski introduced the item. Mr. Cooley introduced himself and presented the Snow Plow Routes map, incorporated into the record, for 2019/2020 with “three small modifications”. He also responded to clarifying questions by the Commissioners.

(4:33:51) – In response to a question by Vice Chair Kimbrough, Ms. Maloney explained that “it has been some time since Staff have brought these Snow Plow [Route] maps in front of the [RTC]” and believed it would be beneficial to have a “refresher” on the primary and secondary routes, since they had evolved. Commissioner Macquairie requested “to not pile up a huge amount of snow between the pavement and the dirt” as people tended to ski in the Timberline area. Commissioner Stedfield was informed that the purple areas on the map represented private roads. Mr. Cooley gave an update on the snow storage areas downtown that would get cleared up as soon as possible using a special plow in order to avoid damage to the streets. Chairperson Bonkowski entertained public comments; however, none were forthcoming. No action was taken on the item as it was agendized for discussion only.

6-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED DEVELOPMENT AGREEMENT TEMPLATE FOR PRO-RATA CONTRIBUTIONS TO PLANNED TRANSPORTATION INFRASTRUCTURE CAPITAL IMPROVEMENTS.

(4:40:18) – Chairperson Bonkowski introduced the item and read into the record a prepared statement citing NRS 281a.420, advising of no disqualifying conflict of interest, noting that he would participate in the discussion and action.

(4:41:28) – Ms. Maloney gave background and referenced the two versions of the development agreement: one showing the redline changes and another showing the edited version with the accepted changes. She reviewed the template to be used to secure pro-rata contributions from development projects that have an impact on Carson City’s transportation system, and to be used for planned transportation infrastructure capital improvements. Ms. Maloney also responded to clarifying questions by the Commissioners.

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(4:46:30) – Chairperson Bonkowski received confirmation that the contributions would be based “on the full buildout of a project and not on projections.” Commissioner Stedfield requested adding “intersection projects” to the first paragraph of the Recitals section. Mr. Reese clarified that the language in said paragraph was directly lifted from the Carson City Charter; however, he offered to review the request. Chairperson Bonkowski suggested adding “but not limited to” to the paragraph, which would now read:

WHEREAS, Article 6, Section 6.010 and 6.020 of the Carson City Charter provide that the Carson City Board of Supervisors may authorize local improvements, including, but not limited to, curb and gutter projects, off-street parking projects, overpass projects, sidewalk projects, street projects, and underpass projects, Carson City Charter, § 6.010; and...

(4:49:38) – Commissioner Stedfield inquired about a sunset clause for the agreement and Chairperson Bonkowski believed that past documents had a 10-year life; however, that had not been a long enough time. Discussion ensued regarding the different complexities of projects and the different end dates for multiple projects. Commissioner Bagwell was in favor of having a timeline; however, Chairperson Bonkowski believed that the agreement was “what developers are going to expect to see; this is probably going to be agreeable, subject to working out the minutiae, the small details of the agreement.” Commissioner Bagwell was “comfortable with” starting the timeline once the project was constructed. The Commission was in agreement to giving Staff direction to work with a 25-year, post-construction timeline. Staff was also directed to bring back the agreement “if a developer insists on a termination date in the actual development agreement.” Mr. Reese did not object to the changes; however, he agreed to look into the 25-year timeline prior to returning with the next revision to the agreement. Commissioner Stedfield also pointed out a typographical error which needed to be corrected.

(5:08:49) – Vice Chair Kimbrough believed that projects such as sidewalks and off-street parking are handled by the Planning Commission. Supervisor Bonkowski noted that the language had come from the City’s charter. Ms. Maloney clarified that some of the items such as curbs and gutters could fall under “associated improvements for the project.” Discussion ensued regarding the elements of traffic studies and Ms. Maloney stated that the agreement may be used for items such as path extensions as well. Chairperson Bonkowski entertained public comment and read into the record a letter from the Nevada Builders Alliance Chief Executive Officer Aaron West, in favor of the agreement. There were no additional public comments; therefore, Chairperson Bonkowski entertained a motion.

(5:24:02) – Commissioner Bagwell moved to approve the development agreement template as presented with three corrections (on the redline version) to add “including but not limited to” to page 2 of 7 under the recitals: to strike the word “has” under the “Whereas at the bottom of page”; add “of the” to “payee arising out of City’s design and location add” on page 4 of 7; direct Staff to use 25 years for the post-construction timeline of the developer agreements; and bring back anybody that does not want to sign this [and] has a time-specific request to their agreement, and to authorize the City Engineer to execute agreements and modify the non-substantive terms as discussed on the record. The motion was seconded by Vice Chair Kimbrough. Motion carried 5-0-0.

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

7-A TRANSPORTATION MANAGER'S REPORT

(5:25:50) – Ms. Maloney reported that the Redevelopment Authority Citizens Committee (RACC)-funded Southwest Carson Street Circulation Study “to look at the post South Carson project scenario” was underway. She noted that the traffic count and additional data collection had been conducted in Fall 2019 and that the consultant was preparing the draft recommendation to the City in early 2020. Ms. Maloney also updated the RTC on the 2019 School Safety Review Studies, funded as part of the Western Nevada Safe Routes to School Program, and stated that the draft recommendation and findings would be presented to this Commission and to the Carson City School Board.

7-B STREET OPERATIONS ACTIVITY REPORT

(5:28:20) – Ms. Maloney presented the Street Operations Activity Report which is incorporated into the record.

7-C PROJECT STATUS REPORT

(5:29:18) – Mr. Goering reviewed the Monthly Capital Project Status Report, incorporated into the record, and responded to clarifying questions by the Commissioners. Chairperson Bonkowski commended Staff for ensuring “every single project on this report is under budget.” The Commissioners echoed the Chair’s praise. Commissioner Bagwell also thanked Staff for the “updates to the methodologies in the reporting forms.”

8. BOARD COMMENTS: For Information Only

(5:39:23) – Chairperson Bonkowski entertained comments from Commission members. Commissioner Macquairie announced that he would be unable to attend the January RTC meeting. Ms. Maloney clarified for Vice Chair Kimbrough that interviews for the expiring RTC terms might take place during the Board of Supervisors’ December 19, 2019 meeting.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY, JANUARY 8, 2019

(5:40:31) – Chairperson Bonkowski announced that the next meeting would take tentatively take place on Wednesday, January 8, 2019, immediately following the 4:30 p.m. CAMPO meeting, in the Carson City Community Center Sierra Room.

10. PUBLIC COMMENT

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(5:40:43) – No public was present to comment.

11. ADJOURNMENT: For Possible Action

(5:41:01) – Chairperson Bonkowski adjourned the meeting at 5:41 p.m.

The Minutes of the December 11, 2019 Carson City Regional Transportation Commission meeting are so approved this 12th day of February, 2020.

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STAFF REPORT

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

Meeting Date: February 12, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding a development agreement between Carson City and C.W. Clark, Inc., for the Cochise Crossing development project, for pro rata contributions in the amount of approximately \$322,800, or a reduced amount, to planned transportation infrastructure capital improvements.

Staff Summary: The Carson City RTC approved a Transportation Development Agreement Template at their December 11, 2019 meeting. The approval authorized the City Engineer to execute the agreement and authorized modifications that may be clerical, identifying, and/or other non-substantive in nature if need be to adapt it for use with a particular owner and/or developer. The Carson City Municipal Code requires that pro rata contributions be provided by private development projects that have an impact on Carson City's transportation system. C.W. Clark, Inc. has agreed to participate in a pro rata contribution and has requested RTC consideration of a reduced pro rata share for the proposed traffic control device that will provide east-west connectivity across S. Carson Street between Clearview Drive and the Interstate 580 freeway.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to approve a development agreement using the RTC's approved template with a pro rata contribution in the amount of \$[XXX].

Previous Action

The development agreement template was considered at the November 13, 2019 RTC meeting. The RTC board provided direction to staff to revise the agreement and bring back for action to the December meeting. Comments received were incorporated and approved at the RTC's December 11, 2019 meeting. The approval authorized the City Engineer to execute the agreement and authorized modifications that may be clerical, identifying, and/or other non-substantive in nature if need be to adapt it for use with a particular owner and/or developer.

Background/Issues & Analysis

The Carson City Municipal Code (CCMC) Title 18 Appendix section 12.13.3.3(6)(b)((3)) requires that private development projects generating transportation impacts contribute a pro-rata share to needed transportation system improvements. The owner's pro rata share calculation methodology was developed to be based on the number/percent of trips anticipated to be generated and distributed to the transportation network as a direct result of the owner's project, as determined by a traffic impact study, compared with the baseline number of trips.

C.W. Clark, Inc. provided the letter provided as Exhibit 1 on February 19, 2019, agreeing to participate in pro rata contributions for the project upon completion of an adjacent, future Hotel project.

Review of the Traffic Impact Study (TIS) Addendum provided by C.W. Clark, Inc. dated January 8, 2020 indicated a pro rata share of 26.9% of the estimated \$1.2M traffic control device, equating to a \$322,800 contribution by the development. As provided within Exhibit 2 of this staff report, C.W. Clark, Inc. has requested RTC consideration of a pro rata share that differs from the established methodology, citing extenuating circumstances warranting a reduction in pro rata contribution through removal of the Chick-fil-A in the calculation. The Chick-fil-A represents 52 percent of the traffic anticipated to be generated by the Cochise Crossing development as provided in the TIS Addendum. Therefore, exclusion of the Chick-fil-A portion of the development would result in a pro rata contribution amount of 12.9%, equating to \$154,800.

Applicable Statute, Code, Policy, Rule or Regulation

-CCMC Title 18 Appendix Section 12.13.3.3(6)(b)(3).

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Regional Transportation fund, Developer Contributions account / 2503082-475100

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Execution of a development agreement will result in developer contributions that are deposited into the Regional Transportation fund, Developer Contributions account to be used for design/construction of a planned traffic control device and related improvements on S. Carson Street between Clearview Drive and Interstate 580.

Alternatives

-Provide alternate direction to staff.

Supporting Material

- Exhibit 1: Signed Authorization of Pro Rata Participation, February 19, 2019
- Exhibit 2: Cochise Center Signal Letter, January 23, 2020
- Exhibit 3: Development Agreement Template approved by RTC, December 2019

Board Action Taken:

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

(Vote Recorded By)



Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

February 19, 2019

Mr. Darren Schulz, Public Works Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

RE: APNs 009-281-01, 009-281-07, 009-282-03, 009-282-04, and 009-282-05


Dear Mr. Schulz,

In response to recent discussions and those discussions from December 17, 2018 regarding a potential future traffic signal associated with development planned in the area surrounding the intersection of South Carson Street and West Appion Way, and to ensure development of the future “Commercial Center” to be located on the southwest corner of South Carson Street and West Appion Way (APNs: 009-282-03, 009-282-04, and 009-282-05) continues as planned, we authorize participation on a prorata basis in the future traffic signal which may be required by the “Proposed Commercial Development” located on the southwest corner of Cochise Street and West Appion Way (APNs 009-281-01 and 009-281-07). See exhibit below.

If for any reason, Clark is unable to develop a hotel on the aforementioned “Proposed Commercial Development” property, Chick-CJS, LLC and Burgener-Clark, LLC will agree to pay their proportionate negotiated share of the signal cost, if any, based upon Code excessive, unmitigated trip generation from the Commercial Center. Payment of the prorata share will occur no later than one year from City notification of the amount due.



APN's 009-281-01 and APN 009-281-07



Applicant: C.W. Clark Inc, Craig W. Clark, President

APN's 009-282-04 and 009-282-05



Applicant: Craig W. Clark, Burgener-Clark LLC

APN 009-282-03



Applicant: Chick - CJS, LLC, Craig W. Clark, managing member



Ms. Lucia Maloney, PMP
Transportation Manager

3505 Butti Way

Carson City, NV 89701-3498

SUBJECT: Impact Report for Cochise Crossing

Dear Lucia,

I am writing to you today as the as the developer of Cochise Crossing, a three parcel development at the SEC of Appion Way and Cochise Street, and I am asking for your consideration in determining the trip allocation which will be used to assign the prorata share of a proposed signal at the intersection of Appion Way and S. Carson Street. In 2017, Cochise Crossing received its Major Project Review Conditions of Approval and the Administrative NOD for two drive-thru restaurants and a multi-tenant building. At that time, the proposed signal was strictly a discussion item and the project was approved, exempt from participation in the cost of the signal. A ground lease was subsequently executed with Chick Fil-A and they submitted their plans for permitting.

Unfortunately, the second proposed drive-thru tenant, Starbucks, chose not to proceed at this location following over two years of negotiations. Their Real Estate Department had given their approval of the site prior to the execution of the Letter of Intent, but after two years, they said that this site did not fit into their growth plan. Due to delivery commitments with Chick Fil-A, I was forced to begin the site work for the Center without a co-tenant. Fortunately, I was able to enter into discussions and ultimately consummate a lease with Panera Bread, but it would entitle resubmittal of the Site Improvement Plan to incorporate a larger building for Panera and a smaller multi-tenant building.

In the interim, the traffic signal had gained some traction and I was now obligated to participate. The terms of my Chick Fil-A lease had been finalized when the project was exempt from participation in the traffic signal and I cannot renegotiate their lease. The Chick Fil-A pad is vested in a separate partnership of which I am the managing member and the remainder parcels are in a partnership of which I am also a managing member. To include the trip generation of Chick Fil-A in the Center's prorata share of the

signal would unfairly burden the Panera Bread and multi-tenant building, since I cannot modify the Chick lease. I am respectfully requesting a hearing with your body and would ask that you consider the Center's prorata share solely on the Panera and multi-tenant building.

Additionally, it appears the our prorata share is based only on six current or potential developments, all of which are located on the west side of S. Carson Street. It is unlikely and unfair that there is no consideration of future development on the west side of S. Carson Street. Furthermore, there are no future developments considered on the entire east side of S. Carson Street. As a second request, I would ask that you expand the scope of the traffic signal district. Given that the signal has not been designed or bid, it is unfathomable that there would not be additional projects that would fall under the scope of this signal.

Thank you for your consideration. I look forward to meeting with you on February , 2020.

Best regards,

Craig W. Clark

C W Clark, Inc.

President

TRANSPORTATION DEVELOPMENT AGREEMENT

Date: _____

Project: _____

Owner: _____

Owner's Address: _____

APN(s): _____

Project Address(es): _____

Permit Number: _____

Improvement: _____

Estimated Cost of Improvement: _____

Basis for Determining Pro Rata Share: _____

Owner's Pro Rata Share Percent: _____

Owner's Pro Rata Share Amount: _____

Excess Funds, If Any, To Be Returned To:

Owner; or to

This Development Agreement (“Agreement”) is made by between the Owner stated above, the person to whom excess funds, if any, should be returned (“Payee”), and Carson City, a consolidated municipality (“City”). Owner, City, and Payee may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, Article 6, Section 6.010 and 6.020 of the Carson City Charter provide that the Carson City Board of Supervisors may authorize local improvements, including but not limited to curb and gutter projects, off-street parking projects, overpass projects, sidewalk projects, street projects, and underpass projects, Carson City Charter, § 6.010; and

WHEREAS, the Carson City Regional Transportation Commission (“RTC”) was created in accordance with Chapter 277A of the Nevada Revised Statutes (“NRS”) and Chapter 11.20 of the Carson City Municipal Code (“CCMC”), and is authorized, among other things, to enter into and execute contracts related to the construction of street and highway projects, and has been delegated the authority to perform certain specific duties and responsibilities by the Carson City Board of Supervisors, including the authority to implement and manage street and highway projects, prepare and submit grant requests, oversee public transit operations and maintenance, and other related matters; and

WHEREAS, the Owner has submitted plans for approval for the development of the Project at the APNs; and

WHEREAS, the development of the Project will contribute to the strain on the transportation infrastructure of Carson City, necessitating the additional infrastructure Improvement identified on page one; and

WHEREAS, Owner agrees to contribute a pro rata share to the Improvement, or a similar solution, based upon the Basis for Determining Pro Rata Share identified on page one;

NOW, THEREFORE, the Parties, in consideration of the provisions herein and other good and valuable considerations, do hereby agree as follows:

1. Owner agrees to contribute to City security in the form of cash in the amount stated on page one as Owner’s Pro Rata Share Amount for the Improvement. The Owner’s Pro Rata

Share Amount is determined by multiplying the Owner's Pro Rata Share Percent by the Estimated Cost of Improvement, all as stated on page one. The Owner's Pro Rata Share Percent is determined by calculating the Project's increased impact to the Basis for Determining Pro Rata Share as compared to the baseline for the Basis for Determining Pro Rata Share, as determined by the applicable engineering study, all as stated on page one. If the total cost of the Improvement exceeds the Estimate Cost of Improvement, Owner shall have no further obligation to contribute and the Owner's Pro Rata Share Amount shall be limited to the amount stated on page one. City will make all reasonable efforts to enter into a development agreement similar to this Agreement for any development for which the appropriate engineering study demonstrates that the development will contribute to the need for the Improvement.

2. City shall place the Owner's Pro Rata Share Amount funds in an account designated for construction of the Improvement. If the Improvement is not constructed, City will return the Pro Rata Share Amount to the Payee designated on page one. If the Owner's Pro Rata Share Amount at the time of construction is less than that stated on page one, the excess funds will be returned to the Payee after construction of the Improvement is completed. No interest will be due on any returned funds. Once constructed, the Improvement will remain, or if not already City property become, the property of Carson City.

3. Owner and Payee agree that the ultimate construction, location, and design of the Improvement is within the sole discretion of the City. Owner and Payee agree to release City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney fees and costs, incurred by Owner or Payee arising out of the City's design and location Improvement. City does not waive and intends to assert any and all available NRS Chapter 41 immunity in all cases.

4. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, overnight delivery service, or mailing by United States mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

OWNER: (To Owner at Owner's Address stated above)

PAYEE: (To Payee at Payee's Address stated above)

CITY: Carson City Development Services
Attn: City Engineer
108 E. Proctor St.
Carson City, NV 89701

Any Party may, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

5. This Agreement constitutes the entire agreement of the Parties and is the 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. Nothing in this Agreement shall be deemed to supersede or nullify any other development agreement between any or all of the Parties, except that this Agreement governs the Owner's Pro Rata Share Amount contribution for the Improvement.

6. This Agreement will bind the heirs, executors, administrators, successors, and assigns of the respective Parties. No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

7. This Agreement is made and entered into for the sole protection and benefit of Owner, Payee, and City and their permitted successors and assigns. No person other than Owner, Payee, and City shall have any right of action based upon any provision of this Agreement. Payee shall only have a right of action to payment of excess funds, if any exist as determined in the sole discretion of City, as designated by Owner and as specified in this Agreement.

8. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between City, Owner, and Payee.

9. This Agreement may only be amended in writing by the parties hereto.

10. This Agreement may be executed by City, Owner and Payee in multiple counterparts, each of which shall be considered an original, and all of which shall constitute a single agreement.

11. The laws of the State of Nevada shall govern the interpretation and construction of this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

12. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. City will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

13. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement.

14. No 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, acts 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 the Agreement after the intervening cause ceases.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

OWNER:

By: _____

Its: _____

Date: _____

PAYEE (if different than Owner):

By: _____

Its: _____

Date: _____

CITY:

By: _____

Daniel Stucky, P.E.
City Engineer

Date: _____



STAFF REPORT

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

Meeting Date: February 12, 2020

Staff Contact: Dan Stucky, City Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 1718-083A South Carson Complete Street Project - Construction Manager at Risk (CMAR) Construction Services, with Sierra Nevada Construction, Inc. for a total not to exceed amount of \$20,033,758.51 to be partially funded from the Regional Transportation Fund.

Staff Summary: This contract is to provide Construction Manager at Risk (CMAR) Construction Services for the South Carson Complete Street Project which includes, but is not limited to: Construction and management of the delivery of the project based on a Guaranteed Maximum Price (GMP) contract to include construction, utility coordination, scheduling, procurement, subcontractors/supplier bids and proposal award, management bonds, insurance, contract administration billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm, Sierra Nevada Construction, Inc., was selected via RFP #1718-083 Request for Proposals for Construction Manager at Risk (CMAR). The Board of Supervisors awarded the contract to Sierra Nevada Construction, Inc. on February 6, 2020. This item is being brought before the RTC to ratify the expenditure of RTC funds on the project.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to ratify the award of the contract.

Background/Issues & Analysis

REQUEST FOR PROPOSAL was published in the Nevada Appeal on September 26, 2017 and posted on the City's website. Three proposals were received and the evaluation committee reviewed each proposal and interviewed all three firms. The committee recommended Sierra Nevada Construction for the project.

On December 21, 2017, the Carson City Board of Supervisors approved Contract No. 1718-083 with Sierra Nevada Construction, Inc. for pre-construction services, for a not to exceed amount of \$63,007.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # P303517037:

- Regional Transportation Fund (State and TIGER Funds) - Capital Construction Account # 2503035-507010
- Infrastructure Tax Fund - Capital Construction Account # 3100615-507010
- Redevelopment Revolving Fund - Capital Construction Account # 6037510-507010
- Water Utility Fund - Capital Construction Account # 5203505-507010
- Wastewater Utility Fund - Capital Construction Account # 5103205-507010
- Stormwater Utility Fund - Capital Construction Account # 5053705-507010

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

The available project budget for construction is \$20,038,222. The Regional Transportation funds used on the project are comprised of the following: \$5,128,847 transferred from the State to the City via a Highway Agreement for the relinquishment of the South Carson Street right-of-way, and \$1,222,372 transferred from the State to the City via a Cooperative Agreement; both agreements specifically allocated the funding for the South Carson Complete Streets Project; \$7,570,202 of reimbursable funds related to the Transportation Investment Generating Economic Recovery (TIGER) grant; Complete Streets Program donations collected at the Carson City Department of Motor Vehicles (DMV) for use on complete streets projects; as well as approved funds to cover the costs of the proposed pedestrian flashing beacons at the Stewart Street/S. Carson Street roundabout. A detailed summary of the project budget is included as an attachment to this staff report.

The Board of Supervisors also considered approval of this item at their February 6, 2020 meeting with regard to the fiscal impact of non-RTC funding. If approved by RTC, Account # 2503035-507010 will be reduced by \$14,137,989.65. The current available budget for this fund is \$14,188,384. Of this budgeted amount, \$7,870,202 was budgeted in FY20, \$6,281,929 will be rolled forward from the FY19 budget, approved at the February 6th Board of Supervisors meeting, and \$36,253 will be spent from the Complete Streets Fund.

Alternatives

-Do not approve the contract and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Project Budget Summary
- Exhibit-2: GMP Summary
- Exhibit-3: GMP Bid Tab
- Exhibit-4: 1718-083A Draft Contract

Board Action Taken:

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

(Vote Recorded By)

**South Carson Complete Streets Project (P303518001- Design and P303517037-Construction)
Project Budget Summary**

Description	Project #/Account #	Actual/ Awarded Amount	Budget	Balance	Notes
Design Engineering and Support Services	Project #: P303518001 Account #: 3100615-507010	\$798,231.00	\$798,231.00	\$0.00	Includes costs associated with staff time for design and project management, design consultants (survey, geotechnical, roundabout design, and environmental), independent cost estimator consultant, and pre-construction services by CMAR
Construction Engineering and Support Services	Project #: P303518001 and P303517037 Account #: 3100615-507010 2503035-507010 5203505-507010 5103205-507010 5053705-507010	\$310,190.00	\$530,540.00	\$220,350.00	Includes costs associated with staff time for construction management and inspection, and construction consultants (materials testing, cultural/environmental monitoring). The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project. Contract No. 1819-240 for possible approval to CME at February 6, 2020 Board of Supervisors meeting
Construction	Project #: P303517037 Account #: 3100615-507010 6037510-507010 2503035-507010 5203505-507010 5103205-507010 5053705-507010	\$20,033,758.51	\$20,038,222.00	\$4,463.49	Contract No. 1718-083A for possible approval to Sierra Nevada Construction, Inc. at February 6, 2020 Board of Supervisors meeting
Total=		\$21,142,179.51	\$21,366,993.00	\$224,813.49	

Note- A portion of the remaining budgeted funds will be used on City Staff time for construction management and inspection services during construction. Any remaining funds after project completion will be returned to their respective funding accounts for use on future capital projects

Project Budget (P303518001- Design and P303517037-Construction)- Funding Allocation Summary

Fund	Account #	Total Budget Amount
Stormwater Utility Fund	5053705-507010	\$3,610,811
Water Utility Fund	5203505-507010	\$557,000
Wastewater Utility Fund	5103205-507010	\$231,000
Regional Transportation Fund (State and TIGER)	2503035-507010	\$14,188,384
Redevelopment Revolving Fund	6037510-507010	\$205,000
Infrastructure Tax Fund	3100615-507010	\$2,574,798
		\$21,366,993

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SOUTH CARSON COMPLETE STREETS PROJECT

Date: 1/27/20

PWP # PWP-CC-2020-128

Project # P303517037 Contract No. 1718-083A

GMP SUMMARY

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

Cost of the Work (excluding General Conditions) = \$	17,278,655.15
CMAR's General Conditions = \$	596,727.49
CMAR's Fee = \$	1,182,725.87
Contingency = \$	655,250.00
Bonds and Insurance = \$	320,400.00

Total Guaranteed Maximum Price = \$ 20,033,758.51

Cost of Work Summary:

R Demolition and Removals	\$	849,491.92
L Landscaping	\$	1,395,207.27
C Concrete and Paving	\$	5,687,220.14
RAB Roundabout	\$	1,322,418.74
E Electrical	\$	2,457,830.79
T Signage and Striping	\$	223,379.82
SD Storm Drain	\$	3,373,026.50
SS Sewer	\$	105,202.56
W Water	\$	360,059.06
U Other Utilities	\$	117,509.73
M Miscellaneous and Construction Support	\$	1,387,308.62

Total Cost of Work = \$ 17,278,655.15

Total GMP Funding:

Fund	Amount	Account #
Infrastructure Tax Fund	\$ 1,399,331.47	3100615-507010
Redevelopment Fund	\$ 199,711.83	6037510-507010
RTC Fund	\$ 14,137,989.65	2503035-507010
Water Utility Fund	\$ 531,506.20	5203505-507010
Wastewater Utility Fund	\$ 205,320.61	5103205-507010
Stormwater Utility Fund	\$ 3,559,898.75	5053705-507010
Total Funding = \$	20,033,758.51	

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SOUTH CARSON COMPLETE STREETS PROJECT**Date: 1/27/20****PWP # PWP-CC-2020-128****Project # P303517037 Contract No. 1718-083A****GMP BID TAB**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
R1	ABANDON STORM DRAIN	LF	940	\$ 47.90	\$ 45,026.00
R2	REMOVE STORM DRAIN	LF	184	\$ 77.31	\$ 14,225.04
R3	REMOVE SD - IN NEW ALIGNMENT	LF	521	\$ 54.84	\$ 28,571.64
R4	REMOVE AND SALVAGE RCP 4'X6'	LF	100	\$ 208.53	\$ 20,853.00
R5	REMOVE SANITARY SEWER	LF	360	\$ 32.89	\$ 11,840.40
R6	ABANDON WATER MAIN	LF	1,929	\$ 37.39	\$ 72,125.31
R7	REMOVE WATER - IN NEW ALIGNMENT	LF	90	\$ 73.25	\$ 6,592.50
R8	REMOVE WATER ARV VALVE VAULT	EA	1	\$ 2,005.81	\$ 2,005.81
R9	REMOVE WATER 12IN GATE VALVE	EA	1	\$ 673.27	\$ 673.27
R10	REMOVE CONCRETE HEADWALL	EA	1	\$ 785.27	\$ 785.27
R11	REMOVE CATCH BASIN	EA	25	\$ 2,202.72	\$ 55,068.00
R12	REMOVE SD MANHOLE - IN NEW ALIGNMENT	EA	3	\$ 3,210.73	\$ 9,632.19
R13	REMOVE SS MANHOLE	EA	3	\$ 2,204.42	\$ 6,613.26
R14	REMOVE EXISTING ASPHALT	SF	176,959	\$ 1.92	\$ 339,761.28
R15	REMOVE CONCRETE MEDIAN	SF	28,928	\$ 2.20	\$ 63,641.60
R16	REMOVE CONCRETE DRIVEWAY	SF	4,940	\$ 3.53	\$ 17,438.20
R17	REMOVE SIDEWALK	SF	28,379	\$ 1.71	\$ 48,528.09
R18	REMOVE VALLEY GUTTER	SF	3,376	\$ 2.59	\$ 8,743.84
R19	REMOVE CURB & GUTTER	LF	8,298	\$ 10.44	\$ 86,631.12
R20	REMOVE POST CURB	LF	1,359	\$ 7.90	\$ 10,736.10
				SUBTOTAL	\$ 849,491.92
L1	TOPSOIL	CY	700	\$89.36	\$ 62,552.00
L2	PLANT WARRANTY - 1 YEAR	LS	1	\$25,005.71	\$ 25,005.71
L4	TREE (2.5" CALIPER)	EA	276	\$668.17	\$ 184,414.92
L5	5 GALLON SHRUB	EA	525	\$35.02	\$ 18,385.50
L6	5 GALLON PERENNIAL	EA	354	\$35.02	\$ 12,397.08
L7	1 GALLON SHRUB	EA	1319	\$18.64	\$ 24,586.16
L8	1 GALLON PERENNIAL	EA	1,256	\$18.64	\$ 23,411.84
L9	1 GALLON ORNAMENTAL GRASS	EA	2,732	\$18.64	\$ 50,924.48
L10	WASH EXISTING RIP-RAP	SF	58,000	\$0.23	\$ 13,340.00
L11	LANDSCAPE MULCH TYPE 1: DECOMPOSED GRANITE	SF	94,409	\$0.55	\$ 51,924.95
L12	LANDSCAPE MULCH TYPE 2: 1"-3" ROCK	SF	35,252	\$0.92	\$ 32,431.84
L13	LANDSCAPE MULCH TYPE 3: 3" - 8" RIVER ROCK	SF	37,708	\$2.43	\$ 91,630.44
L14	LANDSCAPE MULCH TYPE 4 - 3 INCH THICK MIXED ROCK	SF	84,609	\$1.37	\$ 115,914.33
L15	TRASH RECEPTACLE	EA	9	\$2,177.21	\$ 19,594.89
L16	BIKE RACK (PER POST)	EA	27	\$725.81	\$ 19,596.87
L17	BOULDER SEATING	EA	63	\$350.15	\$ 22,059.45
L18	DECORATIVE BOULDER	EA	108	\$137.60	\$ 14,860.80
L19	LANDSCAPE CURB	LF	300	\$45.75	\$ 13,725.00
L20	CONCRETE UNIT PAVERS	SF	2560	\$20.54	\$ 52,582.40
L21	PLANTER CURB	LF	547	\$54.04	\$ 29,559.88
L22	IRRIGATION	LS	1	\$385,628.73	\$ 385,628.73
L23	REVEGETATION SEEDING	SY	9680	\$13.50	\$ 130,680.00
				SUBTOTAL	\$ 1,395,207.27

C1	ASPHALT PAVING 3" AC ON 6" AB	SF	16,608	\$	5.59	\$	92,838.72
C2	ASPHALT PAVING 4" AC ON 8" AB	SF	20,733	\$	8.55	\$	177,267.15
C3	ROADWAY SECTION 1 - 5" AC 11" RBM @ 4% (St 101+63-126+36)	SF	202,196	\$	6.37	\$	1,287,988.52
C4	ROADWAY SECTION 2 - 5" AC 9" RBM @ 4% (St 126+36-167+25)	SF	211,809	\$	6.10	\$	1,292,034.90
C5	PERMANENT ASPHALT PATCH	SF	12,830	\$	7.53	\$	96,609.90
C6	PERMANENT ASPHALT TRENCH PATCH	SF	943	\$	11.91	\$	11,231.13
C7	SLURRY FRONTAGE RD	SF	94,175	\$	0.43	\$	40,495.25
C8	COLDMILL AND OVERLAY (MAINLINE)	TN	5,590	\$	133.69	\$	747,327.10
C9	MICROMILL AND SLURRY (MULTI-USE PATH)	SF	78,787	\$	0.96	\$	75,635.52
C10	COMMERCIAL DRIVEWAY	SF	13,317	\$	16.43	\$	218,798.31
C11	PCC PARKING POCKETS	SF	2,040	\$	20.31	\$	41,432.40
C12	PCC PAVING (MEDIAN)	SF	2,610	\$	8.35	\$	21,793.50
C13	RECONSTRUCT AC MULTI-USE PATH	SF	15,474	\$	9.75	\$	150,871.50
C14	PEDESTRIAN RAMP	SF	11,672	\$	27.83	\$	324,831.76
C15	SIDEWALK	SF	27,072	\$	10.75	\$	291,024.00
C16	VALLEY GUTTER	SF	7,950	\$	16.00	\$	127,200.00
C17	TYPE 1 CURB & GUTTER	LF	9,616	\$	33.65	\$	323,578.40
C18	GLUE DOWN CURB	LF	7,587	\$	22.03	\$	167,141.61
C19	POST CURB	LF	638	\$	41.07	\$	26,202.66
C20	TRANSITIONAL CURB	LF	449	\$	51.71	\$	23,217.79
C21	ADJUST WATER VALVE BOX TO GRADE	EA	52	\$	909.02	\$	47,269.04
C22	ADJUST MANHOLE TO GRADE	EA	56	\$	1,590.35	\$	89,059.60
C23	ADJUST ELECTRICAL BOX TO GRADE	EA	11	\$	1,215.58	\$	13,371.38
						SUBTOTAL	\$ 5,687,220.14
RAB1	RAB - REMOVE CATCH BASIN	EA	2	\$	2,026.82	\$	4,053.64
RAB2	RAB - PULVERIZE EXISTING ASPHALT	SF	102,306	\$	0.43	\$	43,991.58
RAB3	RAB - REMOVE EXISTING ASPHALT	SF	1,337	\$	4.25	\$	5,682.25
RAB4	RAB - REMOVE SIDEWALK	SF	9,597	\$	1.71	\$	16,410.87
RAB5	RAB - REMOVE CURB & GUTTER	LF	2,830	\$	7.75	\$	21,932.50
RAB6	RAB - REMOVE CONCRETE MEDIAN (AC AND PCC)	SF	7,800	\$	2.53	\$	19,734.00
RAB7	RAB - REMOVE VALLEY GUTTER	LF	1,626	\$	2.56	\$	4,162.56
RAB8	RAB - REMOVE MEDIAN CURB	LF	1,645	\$	7.76	\$	12,765.20
RAB9	REMOVE LANDSCAPING (SOD)	SF	20,159	\$	1.26	\$	25,400.34
RAB10	RAB - AC PAVING (ROADWAY - 5"AC/9"AB 4%CTB)	SF	88,714	\$	4.02	\$	356,630.28
RAB11	RAB - AC PAVING (MEDIAN - 2"AC/6"AB)	SF	11,972	\$	5.76	\$	68,958.72
RAB12	RAB - AC PAVING (DRIVEWAY - 3"AC/6"AB)	SF	2,437	\$	9.62	\$	23,443.94
RAB13	RAB MICROMILL AND SLURRY (MULTI-USE PATH)	SF	3,289	\$	0.96	\$	3,157.44
RAB14	RAB - LINEAR CURB RAMP	SF	1,368	\$	40.75	\$	55,746.00
RAB15	RAB - TYPE A SIDEWALK	SF	12,889	\$	10.24	\$	131,983.36
RAB16	RAB - PCC VALLEY GUTTER	SF	1,317	\$	19.04	\$	25,075.68
RAB17	RAB - CURB & GUTTER (TYPE I)	LF	1,955	\$	35.73	\$	69,852.15
RAB18	RAB - TYPE B GLUE DOWN CURB	LF	3,036	\$	24.24	\$	73,592.64
RAB19	RAB - TYPE 2 MEDIAN CURB	LF	105	\$	37.05	\$	3,890.25
RAB20	RAB - CURB & GUTTER (NDOT TYPE II)	LF	216	\$	39.68	\$	8,570.88
RAB21	RAB - TRUCK APRON	SF	3,660	\$	24.75	\$	90,585.00
RAB22	RAB - MOUNTABLE CURB	LF	404	\$	73.35	\$	29,633.40
RAB23	RAB - STRIPING AND MARKINGS	LS	1	\$	8,263.60	\$	8,263.60
RAB24	RAB - SIGNS	EA	30	\$	647.96	\$	19,438.80
RAB25	RAB - RAPID RECTANGULAR FLASHING BEACONS (RRFB)	EA	14	\$	4,348.48	\$	60,878.72
RAB26	RAB - GLUE DOWN DELINEATORS	EA	13	\$	110.18	\$	1,432.34
RAB28	RAB - ROADWAY EXCAVATION AND EMBANKMENT	CY	2,465	\$	55.64	\$	137,152.60
						SUBTOTAL	\$ 1,322,418.74
E1	CONSTRUCT NDOT TYPE 7/14 POLE BASE	EA	95	\$	2,333.33	\$	221,666.35
E2	CONSTRUCT DOWNTOWN POLE BASE	EA	8	\$	2,757.57	\$	22,060.56
E3	INSTALL TYPE L1 LIGHT FIXTURE - NDOT TYPE 7	EA	14	\$	4,560.60	\$	63,848.40
E4	INSTALL TYPE L2 LIGHT FIXTURE - NDOT TYPE 14	EA	54	\$	5,727.26	\$	309,272.04
E5	INSTALL TYPE L3 LIGHT FIXTURE - "DOWNTOWN STYLE"	EA	8	\$	7,212.11	\$	57,696.88
E6	INSTALL TYPE L4 LIGHT FIXTURE - NDOT TYPE 14	EA	10	\$	5,833.32	\$	58,333.20
E7	INSTALL TYPE L5 LIGHT FIXTURE - NDOT TYPE 7	EA	17	\$	4,878.78	\$	82,939.26
E8	INSTALL ELECTRIC METER PEDESTAL	EA	2	\$	10,924.23	\$	21,848.46
E9	RECONFIGURE EXISTING METER PEDESTAL	EA	5	\$	1,696.97	\$	8,484.85
E10	ELECTRICAL AND FIBER OPTIC JOINT TRENCH AND BACKFILL	LF	10,400	\$	46.67	\$	485,368.00
E11	ELECTRICAL ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	6,000	\$	40.30	\$	241,800.00
E12	FIBER OPTIC ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	2,400	\$	40.30	\$	96,720.00
E13	PLACE 2" SCHEDULE 40 PVC CONDUIT	LF	17,000	\$	2.65	\$	45,050.00
E14	PLACE 1 1/2" HDPE CONDUIT FROM FIBER VAULT TO LIGHT POLE	LF	250	\$	27.36	\$	6,840.00
E15	INSTALL PULLBOX	EA	122	\$	1,060.60	\$	129,393.20
E16	INSTALL #10 COPPER WIRE	LF	30,000	\$	1.17	\$	35,100.00
E17	INSTALL #8 COPPER WIRE	LF	52,000	\$	1.27	\$	66,040.00
E18	FIBER OPTIC WIRE	LF	14,500	\$	3.92	\$	56,840.00
E19	TRAFFIC SIGNALS	LS	1	\$	448,529.59	\$	448,529.59
						SUBTOTAL	\$ 2,457,830.79

T1	STRIPING AND MARKINGS	LS	1	\$	132,713.39	\$	132,713.39
T2	SIGNS	LS	1	\$	90,666.43	\$	90,666.43
						SUBTOTAL	\$ 223,379.82
SD1	STORM DRAIN 12-IN RCP	LF	15	\$	184.29	\$	2,764.35
SD2	STORM DRAIN 15-IN RCP	LF	244	\$	184.86	\$	45,105.84
SD3	STORM DRAIN 18-IN RCP	LF	912	\$	185.45	\$	169,130.40
SD4	STORM DRAIN 24-IN RCP	LF	640	\$	193.50	\$	123,840.00
SD5	STORM DRAIN 24x38 RCP	LF	526	\$	258.32	\$	135,876.32
SD6	STORM DRAIN 14X23 RCP	LF	60	\$	204.85	\$	12,291.00
SD7	STORM DRAIN 36-IN RCP	LF	731	\$	288.84	\$	211,142.04
SD8	STORM DRAIN 48-IN SANITITE	LF	3,070	\$	344.24	\$	1,056,816.80
SD9	STORM DRAIN 60-IN SANITITE	LF	889	\$	479.11	\$	425,928.79
SD10	STORM DRAIN 2-FT X 6-FT RCB	LF	104	\$	895.75	\$	93,158.00
SD11	STORM DRAIN 4-FT X 6-FT RCB RESET SALVAGED	LF	104	\$	470.43	\$	48,924.72
SD12	STORM DRAIN 24" FLARED END SECTION	EA	2	\$	1,486.98	\$	2,973.96
SD13	STORM DRAIN 36" FLARED END SECTION	EA	1	\$	1,724.23	\$	1,724.23
SD14	SD CATCH BASIN SINGLE	EA	39	\$	4,485.31	\$	174,927.09
SD15	SD CATCH BASIN HCX2	EA	6	\$	9,318.91	\$	55,913.46
SD16	SD CATCH BASIN HCX5	EA	2	\$	25,661.49	\$	51,322.98
SD17	SD DROP INLET 24X24	EA	2	\$	5,703.84	\$	11,407.68
SD18	SD DROP INLET 36X36	EA	4	\$	7,298.11	\$	29,192.44
SD19	SD DROP INLET 48X48	EA	2	\$	8,546.67	\$	17,093.34
SD20	SD MANHOLE 48-IN	EA	13	\$	5,690.14	\$	73,971.82
SD21	SD MANHOLE 60-IN	EA	8	\$	10,790.59	\$	86,324.72
SD22	SD MANHOLE 72-IN	EA	8	\$	15,571.24	\$	124,569.92
SD23	SD MANHOLE 84-IN	EA	5	\$	26,311.77	\$	131,558.85
SD24	SD MANHOLE 10'x10' SQUARE	EA	3	\$	53,269.46	\$	159,808.38
SD25	CONCRETE HEADWALL 36-IN	EA	1	\$	10,700.65	\$	10,700.65
SD26	CONCRETE HEADWALL DUAL - 36" & 48"	EA	1	\$	28,327.04	\$	28,327.04
SD27	RE-GRADE DRAINAGE CHANNEL	CY	1,840	\$	36.59	\$	67,325.60
SD28	RIP RAP CLASS 900	SF	2,392	\$	8.74	\$	20,906.08
						SUBTOTAL	\$ 3,373,026.50
SS1	SANITARY SEWER 8-IN SDR35	LF	5	\$	276.59	\$	1,382.95
SS2	SANITARY SEWER 10-IN SDR35	LF	239	\$	153.01	\$	36,569.39
SS3	SANITARY SEWER 15-IN SDR35	LF	276	\$	164.18	\$	45,313.68
SS4	SS MANHOLE 48-IN	EA	3	\$	7,312.18	\$	21,936.54
						SUBTOTAL	\$ 105,202.56
W1	WATER 6-IN C900	LF	142	\$	222.09	\$	31,536.78
W2	WATER 8-IN C900	LF	1,176	\$	138.06	\$	162,358.56
W3	WATER 10-IN C900	LF	82	\$	242.88	\$	19,916.16
W4	WATER 12-IN C900	LF	132	\$	354.16	\$	46,749.12
W5	WATER SERVICE	LF	90	\$	272.69	\$	24,542.10
W6	GATE VALVE 6-INCH	EA	5	\$	2,219.35	\$	11,096.75
W7	GATE VALVE 8-INCH	EA	9	\$	2,607.79	\$	23,470.11
W8	GATE VALVE 12-INCH	EA	2	\$	3,773.06	\$	7,546.12
W9	FLUSH VALVE ASSEMBLY	EA	1	\$	5,533.94	\$	5,533.94
W10	WATER SERVICE CONNECTION	EA	6	\$	4,551.57	\$	27,309.42
						SUBTOTAL	\$ 360,059.06
U1	(4) 1.5-IN HDPE FIBER OPTIC CONDUITS	LF	12,840	\$	5.41	\$	69,464.40
U2	FIBER OPTIC PULLBOX - #9 TRAFFIC RATED	EA	3	\$	2,439.39	\$	7,318.17
U3	FIBER OPTIC PULLBOX - 48 IN NEW BASIS	EA	12	\$	3,393.93	\$	40,727.16
						SUBTOTAL	\$ 117,509.73
M1	TRAFFIC CONTROL	LS	1	\$	843,876.66	\$	843,876.66
M2	MOBILIZATION	LS	1	\$	168,148.40	\$	168,148.40
M3	DUST CONTROL	LS	1	\$	146,000.80	\$	146,000.80
M4	STORMWATER POLLUTION CONTROL	LS	1	\$	90,132.76	\$	90,132.76
M5	CONSTRUCTION SURVEY	LS	1	\$	139,150.00	\$	139,150.00
M6	BONDS AND INSURANCE	LS	1	\$	320,400.00	\$	320,400.00
M7	CMAR'S GENERAL CONDITIONS	LS	1	\$	596,727.49	\$	596,727.49
M8	RISK RESERVE/CONTINGENCY	LS	1	\$	655,250.00	\$	655,250.00
						SUBTOTAL	\$ 2,959,686.11
						SUB TOTAL	\$ 18,851,032.64
						CMAR FEE (6.5%)	\$ 1,182,725.87
						TOTAL (INCL. CMAR FEE)	\$ 20,033,758.51

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**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

THIS CONTRACT is made and entered into this 6th day of February, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “CITY”, and Sierra Nevada Construction, Inc., hereinafter referred to as “CMAR”.

WITNESSETH:

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

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

WHEREAS, CMAR’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 CMAR for **CONTRACT No. 1718-083A**, titled **South Carson Complete Streets Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

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 **CMAR’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 **CMAR** agrees that the Contract Documents for Bid No. 1718-083AB including, but not limited to, the Notice to CMARs, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, Bidder RFI List, VE Items 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.

2.1.2 **CMAR** additionally agrees **CMAR’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 Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CMAR** 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, **CMAR** will complete the WORK within the Contract time. Since **CITY** and **CMAR** 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 **CMAR** under this Contract.

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

4. NOTICE:

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

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

Marc Markwell
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
775-250-4275 / FAX 775-355-0535
mmarkwell@snc.biz

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
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5. COMPENSATION:

5.1 The parties agree that **CMAR** will provide the WORK specified in the Contract for the Contract Amount of Twenty Million Thirty Three Thousand Seven Hundred Fifty Eight Dollars and 51/100 (\$20,033,758.51).

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	\$	17,278,655.15
2) CMAR's General Conditions	\$	596,727.49
3) CMAR's Fee	\$	1,182,725.87
4) Contingency	\$	655,250.00
5) Bonds and Insurance	\$	320,400.00
6) Total Guaranteed Maximum Price	\$	20,033,758.51

	CITY	CMAR
Percentage Split of GMP Savings (<i>less Contingency Savings</i>)	50%	50%
Percentage Split of Contingency Savings	100%	0%

5.2 **CITY** will pay **CMAR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Lump Sum prices shown on **CMAR'S schedule of values** as submitted 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 **CMAR** 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 **CMAR** 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. **CMAR** 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 subCMAR to make claims against **CMAR** 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.

**Construction Management at Risk
Guaranteed Maximum Price Contract
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6.2 Termination for Non-appropriation:

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 **CMAR** of such non-appropriation, and no claim or cause of action may be based upon any such non-appropriation.

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** 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 **CMAR** 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 **CMAR'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 **CMAR**, or any agent or representative of **CMAR**, 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 **CMAR** 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 **CMAR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State CMARs' 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 subCMARs for materials or labor in

**Construction Management at Risk
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accordance with the respective agreements between **CMAR** and the subCMARs;
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 **CMAR** 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 **CMAR** and **CMAR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CMAR'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 **CMAR**;

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

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

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

6.3.4.1 **CMAR** 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 **CMAR**. If the costs of finishing the WORK exceed the unpaid balance, **CMAR** shall pay the difference to **CITY**. The amount to be paid to **CMAR** 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 **CMAR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CMAR** 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**. **CMAR** 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 **CMAR** to discontinue the WORK and terminate this Contract. **CMAR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CMAR** 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

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(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 non-appropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

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

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

6.6.1.2 **CMAR** 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 **CMAR** 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 **CMAR** 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 **CMAR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CMAR** and each covered CMAR or subCMAR must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CMAR** or subCMAR or by an authorized officer or employee of **CMAR** or subCMAR who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CMAR** 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 **CMAR** engaged on the public work or subCMAR engaged on

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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, **CMAR** 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 **CMAR** 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 **CMAR**. **CMAR** shall ensure that a copy of **CMAR'S** and sub**CMAR**'s certified payrolls for each calendar week are received by **CITY**.

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

(a) An accurate record showing, for each worker employed by the **CMAR** or sub**CMAR** 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 **CMAR** or sub**CMAR** 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

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processing the monthly progress payment. **CMAR**, as General CMAR, shall collect the wage reports from the subCMARs 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, **CMAR** 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 **CMAR** or any subCMAR 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 **CMAR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, CMAR 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 **CMAR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

9. PREFERENTIAL EMPLOYMENT:

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

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CMAR** 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 **CMAR** 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

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recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CMAR 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 CMAR, for the fiscal year budget in existence at the time of the breach. CMAR'S tort liability shall not be limited.

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

14.1 CMAR, as an independent CMAR, 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 CMAR 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

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Guaranteed Maximum Price Contract
Contract No. 1718-083A
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Contract. **CMAR** is and shall be an independent CMAR 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 **CMAR** or any other party.

14.4 **CMAR**, 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, **CMAR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subCMAR, employee, state, local or federal governmental entity.

14.5 Neither **CMAR** 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 **CMAR**, as an independent CMAR 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 **CMAR** shall not commence work before: (1) **CMAR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CMAR**.

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CMAR** shall, at **CMAR'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 **CMAR** 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 **CMAR**. **CMAR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CMAR** 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 **CMAR** has knowledge of any such failure, **CMAR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**Construction Management at Risk
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- 15.7 *General Insurance Requirements (15.8 through 15.23):*
- 15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.
- 15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CMAR**, The City and County of Carson City, Nevada, its officers, employees and immune CMARs shall be named as additional insureds for all liability arising from this Contract.
- 15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of **CITY**.
- 15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CMAR** 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 **CMAR** 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, **CMAR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.
- 15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 15.15 **Evidence of Insurance:** Prior to commencement of work, **CMAR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:
- 15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CMAR**.
- 15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).
- 15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CMAR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CMAR** shall relieve **CMAR** of **CMAR'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 **CMAR** or its sub-CMARs, 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.

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15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

15.20.9 **CMAR** waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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- 15.22.2 **CMAR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 **CMAR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CMAR** shall purchase Extended Reporting Period coverage for claims arising out of **CMAR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 15.23.1 **CMAR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 15.23.2 **CMAR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CMAR** is a sole proprietor; that **CMAR** will not use the services of any employees in the performance of this Contract; that **CMAR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CMAR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 **CMAR** waives all rights against **CITY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. **CMAR** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

- 16.1 **CMAR** shall not commence work before **CMAR** 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:

CMAR 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 **CMAR** to provide the goods or WORK or any services of this Contract. **CMAR** 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 **CMAR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CMAR** agrees to be responsible for payment of any such government obligations not paid by its subCMARs during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

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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 non-enforceability 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. **CMAR** 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 **CMAR** (or its subCMARs) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CMAR** upon completion, termination, or cancellation of this Contract. **CMAR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CMAR'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 **CMAR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CMAR** 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. **CMAR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CMAR** 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:

CMAR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CMAR** 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 **CMAR** 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-

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19211), and any relevant program-specific regulations. This provision shall be required of every subCMAR receiving any payment in whole or in part from federal funds.

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

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

24.1.4 **CMAR** and its subCMARs 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).

24.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CMAR** and its subCMARs shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

CMAR 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. **CMAR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CMAR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CMAR**.

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 **CMAR** 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 **CMAR** regarding that public

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work cannot otherwise be settled, **CITY** and **CMAR** agree that, before judicial action may be initiated, **CITY** and **CMAR** will submit the dispute to non-binding mediation. **CITY** shall present **CMAR** with a list of three potential mediators. **CMAR** 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. **CMAR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

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

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31. ACKNOWLEDGMENT AND EXECUTION:

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

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.
ACKNOWLEDGMENT AND EXECUTION:**

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

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

Project#: P303517037
Acct#: 3100615-507010
6037510 507010
2503035 507010
5203502 507010
5103205 507010
5053705 507010

BY Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated: _____

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

CMAR
BY: Marc Markwell
TITLE: CFO
FIRM: Sierra Nevada Construction, Inc.
CARSON CITY BUSINESS LICENSE #: 00004425
ADDRESS: P.O. Box 50760
City: Sparks **State:** NV **Zip Code:** 89435
Telephone: 775-250-4275
E-mail Address: mmarkwell@snc.biz

(Signature of CMAR)

DATED _____

STATE OF _____)
County of _____)ss

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

(Signature of Notary)

(Notary Stamp)

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-083A** and titled **South Carson Complete Street Project**. Further, the Board of Supervisors authorizes the Mayor 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

ROBERT L. CROWELL, MAYOR

DATED this 6th day of February, 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 6th day of February, 2020.

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PERFORMANCE BOND

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

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CMAR, 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 CMAR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CMAR has by written agreement dated _____, entered into a contract with CITY for **BID # 1718-083A** and titled **South Carson Complete Streets Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CMAR 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 CMAR 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 CMAR under the Contract and any amendments thereto, less the amount properly paid by CITY to CMAR. 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 # 1718-083A** and titled **South Carson Complete Streets Project**

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CMAR, 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 CMAR and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, CMAR has by written agreement dated _____ entered into a contract with CITY for **BID
#1718-083A** and titled **South Carson Complete Streets Project** in accordance with drawings and specifications
prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CMAR 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 CMAR or with a SubCMAR 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 CMAR, shall have given
written notice to any two of the following: CMAR, 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.

SOUTH CARSON COMPLETE STREETS PROJECT**Date: 1/27/20****PWP # PWP-CC-2020-128****Project # P303517037 Contract No. 1718-083A****GMP BID TAB**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
R1	ABANDON STORM DRAIN	LF	940	\$ 47.90	\$ 45,026.00
R2	REMOVE STORM DRAIN	LF	184	\$ 77.31	\$ 14,225.04
R3	REMOVE SD - IN NEW ALIGNMENT	LF	521	\$ 54.84	\$ 28,571.64
R4	REMOVE AND SALVAGE RCP 4'X6'	LF	100	\$ 208.53	\$ 20,853.00
R5	REMOVE SANITARY SEWER	LF	360	\$ 32.89	\$ 11,840.40
R6	ABANDON WATER MAIN	LF	1,929	\$ 37.39	\$ 72,125.31
R7	REMOVE WATER - IN NEW ALIGNMENT	LF	90	\$ 73.25	\$ 6,592.50
R8	REMOVE WATER ARV VALVE VAULT	EA	1	\$ 2,005.81	\$ 2,005.81
R9	REMOVE WATER 12IN GATE VALVE	EA	1	\$ 673.27	\$ 673.27
R10	REMOVE CONCRETE HEADWALL	EA	1	\$ 785.27	\$ 785.27
R11	REMOVE CATCH BASIN	EA	25	\$ 2,202.72	\$ 55,068.00
R12	REMOVE SD MANHOLE - IN NEW ALIGNMENT	EA	3	\$ 3,210.73	\$ 9,632.19
R13	REMOVE SS MANHOLE	EA	3	\$ 2,204.42	\$ 6,613.26
R14	REMOVE EXISTING ASPHALT	SF	176,959	\$ 1.92	\$ 339,761.28
R15	REMOVE CONCRETE MEDIAN	SF	28,928	\$ 2.20	\$ 63,641.60
R16	REMOVE CONCRETE DRIVEWAY	SF	4,940	\$ 3.53	\$ 17,438.20
R17	REMOVE SIDEWALK	SF	28,379	\$ 1.71	\$ 48,528.09
R18	REMOVE VALLEY GUTTER	SF	3,376	\$ 2.59	\$ 8,743.84
R19	REMOVE CURB & GUTTER	LF	8,298	\$ 10.44	\$ 86,631.12
R20	REMOVE POST CURB	LF	1,359	\$ 7.90	\$ 10,736.10
				SUBTOTAL	\$ 849,491.92
L1	TOPSOIL	CY	700	\$89.36	\$ 62,552.00
L2	PLANT WARRANTY - 1 YEAR	LS	1	\$25,005.71	\$ 25,005.71
L4	TREE (2.5" CALIPER)	EA	276	\$668.17	\$ 184,414.92
L5	5 GALLON SHRUB	EA	525	\$35.02	\$ 18,385.50
L6	5 GALLON PERENNIAL	EA	354	\$35.02	\$ 12,397.08
L7	1 GALLON SHRUB	EA	1319	\$18.64	\$ 24,586.16
L8	1 GALLON PERENNIAL	EA	1,256	\$18.64	\$ 23,411.84
L9	1 GALLON ORNAMENTAL GRASS	EA	2,732	\$18.64	\$ 50,924.48
L10	WASH EXISTING RIP-RAP	SF	58,000	\$0.23	\$ 13,340.00
L11	LANDSCAPE MULCH TYPE 1: DECOMPOSED GRANITE	SF	94,409	\$0.55	\$ 51,924.95
L12	LANDSCAPE MULCH TYPE 2: 1"-3" ROCK	SF	35,252	\$0.92	\$ 32,431.84
L13	LANDSCAPE MULCH TYPE 3: 3" - 8" RIVER ROCK	SF	37,708	\$2.43	\$ 91,630.44
L14	LANDSCAPE MULCH TYPE 4 - 3 INCH THICK MIXED ROCK	SF	84,609	\$1.37	\$ 115,914.33
L15	TRASH RECEPTACLE	EA	9	\$2,177.21	\$ 19,594.89
L16	BIKE RACK (PER POST)	EA	27	\$725.81	\$ 19,596.87
L17	BOULDER SEATING	EA	63	\$350.15	\$ 22,059.45
L18	DECORATIVE BOULDER	EA	108	\$137.60	\$ 14,860.80
L19	LANDSCAPE CURB	LF	300	\$45.75	\$ 13,725.00
L20	CONCRETE UNIT PAVERS	SF	2560	\$20.54	\$ 52,582.40
L21	PLANTER CURB	LF	547	\$54.04	\$ 29,559.88
L22	IRRIGATION	LS	1	\$385,628.73	\$ 385,628.73
L23	REVEGETATION SEEDING	SY	9680	\$13.50	\$ 130,680.00
				SUBTOTAL	\$ 1,395,207.27

C1	ASPHALT PAVING 3" AC ON 6" AB	SF	16,608	\$	5.59	\$	92,838.72
C2	ASPHALT PAVING 4" AC ON 8" AB	SF	20,733	\$	8.55	\$	177,267.15
C3	ROADWAY SECTION 1 - 5" AC 11" RBM @ 4% (St 101+63-126+36)	SF	202,196	\$	6.37	\$	1,287,988.52
C4	ROADWAY SECTION 2 - 5" AC 9" RBM @ 4% (St 126+36-167+25)	SF	211,809	\$	6.10	\$	1,292,034.90
C5	PERMANENT ASPHALT PATCH	SF	12,830	\$	7.53	\$	96,609.90
C6	PERMANENT ASPHALT TRENCH PATCH	SF	943	\$	11.91	\$	11,231.13
C7	SLURRY FRONTAGE RD	SF	94,175	\$	0.43	\$	40,495.25
C8	COLDMILL AND OVERLAY (MAINLINE)	TN	5,590	\$	133.69	\$	747,327.10
C9	MICROMILL AND SLURRY (MULTI-USE PATH)	SF	78,787	\$	0.96	\$	75,635.52
C10	COMMERCIAL DRIVEWAY	SF	13,317	\$	16.43	\$	218,798.31
C11	PCC PARKING POCKETS	SF	2,040	\$	20.31	\$	41,432.40
C12	PCC PAVING (MEDIAN)	SF	2,610	\$	8.35	\$	21,793.50
C13	RECONSTRUCT AC MULTI-USE PATH	SF	15,474	\$	9.75	\$	150,871.50
C14	PEDESTRIAN RAMP	SF	11,672	\$	27.83	\$	324,831.76
C15	SIDEWALK	SF	27,072	\$	10.75	\$	291,024.00
C16	VALLEY GUTTER	SF	7,950	\$	16.00	\$	127,200.00
C17	TYPE 1 CURB & GUTTER	LF	9,616	\$	33.65	\$	323,578.40
C18	GLUE DOWN CURB	LF	7,587	\$	22.03	\$	167,141.61
C19	POST CURB	LF	638	\$	41.07	\$	26,202.66
C20	TRANSITIONAL CURB	LF	449	\$	51.71	\$	23,217.79
C21	ADJUST WATER VALVE BOX TO GRADE	EA	52	\$	909.02	\$	47,269.04
C22	ADJUST MANHOLE TO GRADE	EA	56	\$	1,590.35	\$	89,059.60
C23	ADJUST ELECTRICAL BOX TO GRADE	EA	11	\$	1,215.58	\$	13,371.38
						SUBTOTAL	\$ 5,687,220.14
RAB1	RAB - REMOVE CATCH BASIN	EA	2	\$	2,026.82	\$	4,053.64
RAB2	RAB - PULVERIZE EXISTING ASPHALT	SF	102,306	\$	0.43	\$	43,991.58
RAB3	RAB - REMOVE EXISTING ASPHALT	SF	1,337	\$	4.25	\$	5,682.25
RAB4	RAB - REMOVE SIDEWALK	SF	9,597	\$	1.71	\$	16,410.87
RAB5	RAB - REMOVE CURB & GUTTER	LF	2,830	\$	7.75	\$	21,932.50
RAB6	RAB - REMOVE CONCRETE MEDIAN (AC AND PCC)	SF	7,800	\$	2.53	\$	19,734.00
RAB7	RAB - REMOVE VALLEY GUTTER	LF	1,626	\$	2.56	\$	4,162.56
RAB8	RAB - REMOVE MEDIAN CURB	LF	1,645	\$	7.76	\$	12,765.20
RAB9	REMOVE LANDSCAPING (SOD)	SF	20,159	\$	1.26	\$	25,400.34
RAB10	RAB - AC PAVING (ROADWAY - 5"AC/9"AB 4%CTB)	SF	88,714	\$	4.02	\$	356,630.28
RAB11	RAB - AC PAVING (MEDIAN - 2"AC/6"AB)	SF	11,972	\$	5.76	\$	68,958.72
RAB12	RAB - AC PAVING (DRIVEWAY - 3"AC/6"AB)	SF	2,437	\$	9.62	\$	23,443.94
RAB13	RAB MICROMILL AND SLURRY (MULTI-USE PATH)	SF	3,289	\$	0.96	\$	3,157.44
RAB14	RAB - LINEAR CURB RAMP	SF	1,368	\$	40.75	\$	55,746.00
RAB15	RAB - TYPE A SIDEWALK	SF	12,889	\$	10.24	\$	131,983.36
RAB16	RAB - PCC VALLEY GUTTER	SF	1,317	\$	19.04	\$	25,075.68
RAB17	RAB - CURB & GUTTER (TYPE I)	LF	1,955	\$	35.73	\$	69,852.15
RAB18	RAB - TYPE B GLUE DOWN CURB	LF	3,036	\$	24.24	\$	73,592.64
RAB19	RAB - TYPE 2 MEDIAN CURB	LF	105	\$	37.05	\$	3,890.25
RAB20	RAB - CURB & GUTTER (NDOT TYPE II)	LF	216	\$	39.68	\$	8,570.88
RAB21	RAB - TRUCK APRON	SF	3,660	\$	24.75	\$	90,585.00
RAB22	RAB - MOUNTABLE CURB	LF	404	\$	73.35	\$	29,633.40
RAB23	RAB - STRIPING AND MARKINGS	LS	1	\$	8,263.60	\$	8,263.60
RAB24	RAB - SIGNS	EA	30	\$	647.96	\$	19,438.80
RAB25	RAB - RAPID RECTANGULAR FLASHING BEACONS (RRFB)	EA	14	\$	4,348.48	\$	60,878.72
RAB26	RAB - GLUE DOWN DELINEATORS	EA	13	\$	110.18	\$	1,432.34
RAB28	RAB - ROADWAY EXCAVATION AND EMBANKMENT	CY	2,465	\$	55.64	\$	137,152.60
						SUBTOTAL	\$ 1,322,418.74
E1	CONSTRUCT NDOT TYPE 7/14 POLE BASE	EA	95	\$	2,333.33	\$	221,666.35
E2	CONSTRUCT DOWNTOWN POLE BASE	EA	8	\$	2,757.57	\$	22,060.56
E3	INSTALL TYPE L1 LIGHT FIXTURE - NDOT TYPE 7	EA	14	\$	4,560.60	\$	63,848.40
E4	INSTALL TYPE L2 LIGHT FIXTURE - NDOT TYPE 14	EA	54	\$	5,727.26	\$	309,272.04
E5	INSTALL TYPE L3 LIGHT FIXTURE - "DOWNTOWN STYLE"	EA	8	\$	7,212.11	\$	57,696.88
E6	INSTALL TYPE L4 LIGHT FIXTURE - NDOT TYPE 14	EA	10	\$	5,833.32	\$	58,333.20
E7	INSTALL TYPE L5 LIGHT FIXTURE - NDOT TYPE 7	EA	17	\$	4,878.78	\$	82,939.26
E8	INSTALL ELECTRIC METER PEDESTAL	EA	2	\$	10,924.23	\$	21,848.46
E9	RECONFIGURE EXISTING METER PEDESTAL	EA	5	\$	1,696.97	\$	8,484.85
E10	ELECTRICAL AND FIBER OPTIC JOINT TRENCH AND BACKFILL	LF	10,400	\$	46.67	\$	485,368.00
E11	ELECTRICAL ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	6,000	\$	40.30	\$	241,800.00
E12	FIBER OPTIC ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	2,400	\$	40.30	\$	96,720.00
E13	PLACE 2" SCHEDULE 40 PVC CONDUIT	LF	17,000	\$	2.65	\$	45,050.00
E14	PLACE 1 1/2" HDPE CONDUIT FROM FIBER VAULT TO LIGHT POLE	LF	250	\$	27.36	\$	6,840.00
E15	INSTALL PULLBOX	EA	122	\$	1,060.60	\$	129,393.20
E16	INSTALL #10 COPPER WIRE	LF	30,000	\$	1.17	\$	35,100.00
E17	INSTALL #8 COPPER WIRE	LF	52,000	\$	1.27	\$	66,040.00
E18	FIBER OPTIC WIRE	LF	14,500	\$	3.92	\$	56,840.00
E19	TRAFFIC SIGNALS	LS	1	\$	448,529.59	\$	448,529.59
						SUBTOTAL	\$ 2,457,830.79

T1	STRIPING AND MARKINGS	LS	1	\$	132,713.39	\$	132,713.39
T2	SIGNS	LS	1	\$	90,666.43	\$	90,666.43
						SUBTOTAL	\$ 223,379.82
SD1	STORM DRAIN 12-IN RCP	LF	15	\$	184.29	\$	2,764.35
SD2	STORM DRAIN 15-IN RCP	LF	244	\$	184.86	\$	45,105.84
SD3	STORM DRAIN 18-IN RCP	LF	912	\$	185.45	\$	169,130.40
SD4	STORM DRAIN 24-IN RCP	LF	640	\$	193.50	\$	123,840.00
SD5	STORM DRAIN 24x38 RCP	LF	526	\$	258.32	\$	135,876.32
SD6	STORM DRAIN 14X23 RCP	LF	60	\$	204.85	\$	12,291.00
SD7	STORM DRAIN 36-IN RCP	LF	731	\$	288.84	\$	211,142.04
SD8	STORM DRAIN 48-IN SANITITE	LF	3,070	\$	344.24	\$	1,056,816.80
SD9	STORM DRAIN 60-IN SANITITE	LF	889	\$	479.11	\$	425,928.79
SD10	STORM DRAIN 2-FT X 6-FT RCB	LF	104	\$	895.75	\$	93,158.00
SD11	STORM DRAIN 4-FT X 6-FT RCB RESET SALVAGED	LF	104	\$	470.43	\$	48,924.72
SD12	STORM DRAIN 24" FLARED END SECTION	EA	2	\$	1,486.98	\$	2,973.96
SD13	STORM DRAIN 36" FLARED END SECTION	EA	1	\$	1,724.23	\$	1,724.23
SD14	SD CATCH BASIN SINGLE	EA	39	\$	4,485.31	\$	174,927.09
SD15	SD CATCH BASIN HCX2	EA	6	\$	9,318.91	\$	55,913.46
SD16	SD CATCH BASIN HCX5	EA	2	\$	25,661.49	\$	51,322.98
SD17	SD DROP INLET 24X24	EA	2	\$	5,703.84	\$	11,407.68
SD18	SD DROP INLET 36X36	EA	4	\$	7,298.11	\$	29,192.44
SD19	SD DROP INLET 48X48	EA	2	\$	8,546.67	\$	17,093.34
SD20	SD MANHOLE 48-IN	EA	13	\$	5,690.14	\$	73,971.82
SD21	SD MANHOLE 60-IN	EA	8	\$	10,790.59	\$	86,324.72
SD22	SD MANHOLE 72-IN	EA	8	\$	15,571.24	\$	124,569.92
SD23	SD MANHOLE 84-IN	EA	5	\$	26,311.77	\$	131,558.85
SD24	SD MANHOLE 10'x10' SQUARE	EA	3	\$	53,269.46	\$	159,808.38
SD25	CONCRETE HEADWALL 36-IN	EA	1	\$	10,700.65	\$	10,700.65
SD26	CONCRETE HEADWALL DUAL - 36" & 48"	EA	1	\$	28,327.04	\$	28,327.04
SD27	RE-GRADE DRAINAGE CHANNEL	CY	1,840	\$	36.59	\$	67,325.60
SD28	RIP RAP CLASS 900	SF	2,392	\$	8.74	\$	20,906.08
						SUBTOTAL	\$ 3,373,026.50
SS1	SANITARY SEWER 8-IN SDR35	LF	5	\$	276.59	\$	1,382.95
SS2	SANITARY SEWER 10-IN SDR35	LF	239	\$	153.01	\$	36,569.39
SS3	SANITARY SEWER 15-IN SDR35	LF	276	\$	164.18	\$	45,313.68
SS4	SS MANHOLE 48-IN	EA	3	\$	7,312.18	\$	21,936.54
						SUBTOTAL	\$ 105,202.56
W1	WATER 6-IN C900	LF	142	\$	222.09	\$	31,536.78
W2	WATER 8-IN C900	LF	1,176	\$	138.06	\$	162,358.56
W3	WATER 10-IN C900	LF	82	\$	242.88	\$	19,916.16
W4	WATER 12-IN C900	LF	132	\$	354.16	\$	46,749.12
W5	WATER SERVICE	LF	90	\$	272.69	\$	24,542.10
W6	GATE VALVE 6-INCH	EA	5	\$	2,219.35	\$	11,096.75
W7	GATE VALVE 8-INCH	EA	9	\$	2,607.79	\$	23,470.11
W8	GATE VALVE 12-INCH	EA	2	\$	3,773.06	\$	7,546.12
W9	FLUSH VALVE ASSEMBLY	EA	1	\$	5,533.94	\$	5,533.94
W10	WATER SERVICE CONNECTION	EA	6	\$	4,551.57	\$	27,309.42
						SUBTOTAL	\$ 360,059.06
U1	(4) 1.5-IN HDPE FIBER OPTIC CONDUITS	LF	12,840	\$	5.41	\$	69,464.40
U2	FIBER OPTIC PULLBOX - #9 TRAFFIC RATED	EA	3	\$	2,439.39	\$	7,318.17
U3	FIBER OPTIC PULLBOX - 48 IN NEW BASIS	EA	12	\$	3,393.93	\$	40,727.16
						SUBTOTAL	\$ 117,509.73
M1	TRAFFIC CONTROL	LS	1	\$	843,876.66	\$	843,876.66
M2	MOBILIZATION	LS	1	\$	168,148.40	\$	168,148.40
M3	DUST CONTROL	LS	1	\$	146,000.80	\$	146,000.80
M4	STORMWATER POLLUTION CONTROL	LS	1	\$	90,132.76	\$	90,132.76
M5	CONSTRUCTION SURVEY	LS	1	\$	139,150.00	\$	139,150.00
M6	BONDS AND INSURANCE	LS	1	\$	320,400.00	\$	320,400.00
M7	CMAR'S GENERAL CONDITIONS	LS	1	\$	596,727.49	\$	596,727.49
M8	RISK RESERVE/CONTINGENCY	LS	1	\$	655,250.00	\$	655,250.00
						SUBTOTAL	\$ 2,959,686.11
						SUB TOTAL	\$ 18,851,032.64
						CMAR FEE (6.5%)	\$ 1,182,725.87
						TOTAL (INCL. CMAR FEE)	\$ 20,033,758.51



STAFF REPORT

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

Meeting Date: February 12, 2020

Staff Contact: Dan Stucky, City Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 19300092, Airport Road Reconstruction and Utility Replacement Project, for a total not to exceed amount of \$2,196,700, to be partially funded with Surface Transportation Block Grant funds.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for the Airport Road and Utility Replacement Reconstruction Project. The construction contract is for the base bid amount of \$1,997,000, plus a 10% contingency amount of \$199,700 to be funded from the Wastewater Utility Capital Projects and Water Utility Capital Projects accounts as well as a Surface Transportation Block Grant (STBG). The engineer's estimate for construction was \$2,350,000. The Board of Supervisors awarded the contract to A&K Earth Movers Inc. on February 6, 2020. This item is being brought before the RTC to ratify the expenditure of STBG grant funds on the project.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to ratify the award of the contract.

Background/Issues & Analysis

The purpose of the project is to remove and replace existing sewer and water mains between the intersection of Highway 50 and Minonee Lane. Once the sewer and water mains are replaced, this section of Airport road will be reconstructed.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on November 14, 2019. Four bids were opened at approximately 11:10 am on January 14, 2020, at 201 North Carson Street Suite 2, Carson City, NV 89701. Present during the bid opening were Darcy Carpenter, Sierra Nevada Construction, Inc.; Jason Whitney, Rain for Rent; Brandon Wheeler, A&K Earth Movers; Kurt Matcoll, Aspen Developers Corp.; Eddie Garcia, Cruz Construction; Craig Miller, Pokrajac Corp.; Jeff Freeman, Kate Allen and Courtney Melhaff, Carson City Public Works Department; and Carol Akers, Carson City Purchasing and Contracts Administrator.

	Base Bid
1. A& K Earth Movers, Inc.	\$1,997,000.00
2. Cruz Construction Co., Inc.	\$2,046,780.90
3. Sierra Nevada Construction, Inc.	\$2,379,007.00
4. Aspen Developers Corp.	\$2,650,006.50

Staff recommends award to A&K Earth Movers, Inc., as the lowest responsive and responsible bidder.

The Board of Supervisors awarded the contract to A&K Earth Movers Inc. on February 6, 2020. This item is being brought before the RTC to ratify the expenditure of STBG grant funds and RTC funds on the project.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Project #P320118065

- Wastewater Utility Fund, Capital Projects-Construction Account / 5103205-507010
- Water Utility Fund, Capital Projects-Construction Account / 5203505-507010
- Regional Transportation Fund, (Federal-STBG) Capital Projects-Construction Account / 2503035-507010

Is it currently budgeted? Yes No

If approved, Account # 2503035-507010 will be reduced by \$179,000.

Staff will be augmenting the FY 20 Budget to add unspent project expenses from FY 19 in the amount of \$2,154,945 for the Water and Sewer Funds, and \$179,000 in STBG Funding for the Regional Transportation Fund. The augmentation is scheduled for consideration of approval by the Board of Supervisors on February 6, 2020. If/when approved, adequate funding will exist in the proper accounts for this project.

Alternatives

-Do not approve the contract and provide alternative direction to staff.

Supporting Material

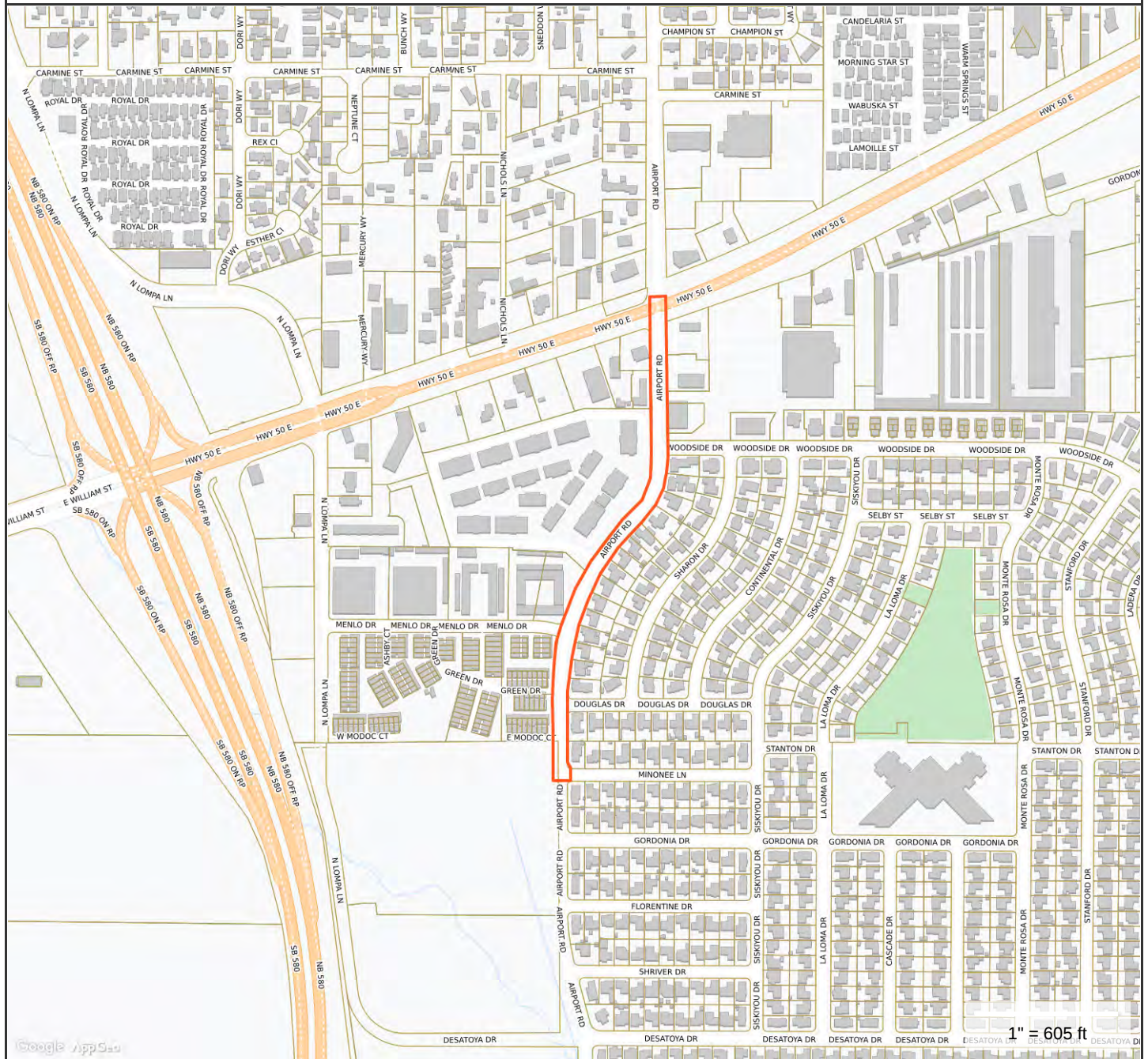
- Exhibit-1: Vicinity Map Airport Reconstruction
- Exhibit-2: Summary of Project Budget Airport
- Exhibit-3: 19300092 Bid Tab Detail
- Exhibit-4: 19300092 Draft Contract

Board Action Taken:

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

(Vote Recorded By)

Airport Road Utility Replacement Vicinity Map



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
Data updated 11/17/2018

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Airport Road Reconstruction and Utility Replacement Project (#P320118065)					
Description	Account #	Actual/ Awarded Amount	Budget	Balance	Notes
Labor- Project Management, Design and Construction Management	5103205 507010- Wastewater Utility Capital Labor (74%) 5203505 507010- Water Utility Capital Labor (26%)	\$27,856.00	\$ 80,000.00	\$ 52,144.00	Includes costs associated with staff time for the design, management and construction management/inspection for the project. Actual amount is the internal billing amount as of 1/2/2020. The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project.
Consultant Support Services- Design Survey, Geotechnical Analysis, Preliminary Sewer CCTV, Construction- Materials Testing	5103205 507010- Wastewater Utility Capital Const. (74%) 5203505 507010- Water Utility Capital Const. (26%)	\$ 95,307.60	\$ 100,000.00	\$ 4,692.40	Includes costs to consultants/contractors to provide information needed to complete the design of the project and perform materials testing services during construction
Construction- Airport Road Reconstruction and Utility Replacement Project	5103205 507010- Wastewater Utility Capital Const. (69%) 5203505 507010- Water Utility Capital Const. (23%) 2503035 507010- Regional Transportation Capital Const. (8%)	\$ 2,196,700.00	\$ 2,289,000.00	\$ 92,300.00	Contract No. 19300092 for possible approval to A&K Earth Movers at February 6, 2020 Board of Supervisors meeting
Total=		\$2,319,863.60	\$2,469,000.00	\$149,136.40	

Note- A portion of the remaining budgeted funds will be used on City Staff time for construction management and inspection services during construction. Any remaining funds after project completion will be made available for other water and sewer rehabilitation projects.

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Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 19300092

Date and Time of Opening: 1/14/2020 @ 11:10am

Description			Bidder #1		Bidder # 2		Bidder #3		
			A&K Earth Movers, Inc.		Cruz Construction Co, Inc.		Sierra Nevada Construction, Inc.		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			5%		5%		5%		
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	\$65,508.00	\$65,508.00	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00
2	Traffic Control	1	LS	\$138,080.00	\$138,080.00	\$160,000.00	\$160,000.00	\$100,000.00	\$100,000.00
3	Surveying and Record Drawings	1	LS	\$13,500.00	\$13,500.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00
4	Over Excavation of Unsuitable Materials	1000	CY	\$45.00	\$45,000.00	\$75,400.00	\$75,400.00	\$65.00	\$65,000.00
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00
6	Dewatering	1	LS	\$188,000.00	\$188,000.00	\$50,000.00	\$50,000.00	\$344,719.25	\$344,719.25
7	Bypass Pumping	1	LS	\$110,000.00	\$110,000.00	\$175,000.00	\$175,000.00	\$100,000.00	\$100,000.00
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$2,450.00	\$14,700.00	\$5,137.50	\$30,825.00	\$4,000.00	\$24,000.00
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$10,000.00	\$10,000.00	\$10,560.00	\$10,560.00	\$3,200.00	\$3,200.00
10	48" Diameter Sewer Manhole	6	EA	\$9,500.00	\$57,000.00	\$9,950.00	\$59,700.00	\$13,000.00	\$78,000.00
11	4" SDR35 PVC Sewer Lateral	520	LF	\$105.00	\$54,600.00	\$55.76	\$29,000.00	\$230.00	\$119,600.00
12	15" SDR35 PVC Sewer Main *SDR26	132	LF	\$505.00	\$66,660.00	\$221.21	\$29,200.00	\$370.00	\$48,840.00
13	18" SDR35 PVC Sewer Main *SDR26	1640	LF	\$208.00	\$341,120.00	\$150.00	\$246,000.00	\$270.00	\$442,800.00
14	Clean and Rehabilitate Existing Manhole	1	EA	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$5,500.00	\$5,500.00
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$4,500.00	\$4,500.00	\$16,175.00	\$16,175.00	\$9,000.00	\$9,000.00
16	Remove Existing 6" Water Line	155	LF	\$44.00	\$6,820.00	\$32.74	\$5,075.00	\$20.00	\$3,100.00
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$1,200.00	\$18,000.00	\$1,550.00	\$23,250.00	\$1,025.00	\$15,375.00
18	Remove Existing 6" Water Valve	8	EA	\$410.00	\$3,280.00	\$2,250.00	\$18,000.00	\$550.00	\$4,400.00
19	Abandon Existing 6" Water Valve	1	EA	\$625.00	\$625.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
20	6" C900 Water Main	135	LF	\$210.00	\$28,350.00	\$200.00	\$27,000.00	\$125.00	\$16,875.00
21	8" C900 Water Main	1900	LF	\$131.00	\$248,900.00	\$125.00	\$237,500.00	\$130.00	\$247,000.00
22	4" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$1,767.00	\$1,767.00	\$2,300.00	\$2,300.00
23	6" Gate Valve	4	EA	\$1,750.00	\$7,000.00	\$2,725.00	\$10,900.00	\$2,900.00	\$11,600.00
24	8" Gate Valve	9	EA	\$2,200.00	\$19,800.00	\$2,564.00	\$23,076.00	\$2,700.00	\$24,300.00
25	12"x8" Hot Tap	1	EA	\$15,500.00	\$15,500.00	\$10,970.00	\$10,970.00	\$1,000.00	\$1,000.00
26	Air Release Valve	1	EA	\$4,300.00	\$4,300.00	\$2,825.00	\$2,825.00	\$4,400.00	\$4,400.00
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,200.00	\$30,800.00	\$1,646.00	\$23,044.00	\$3,000.00	\$42,000.00
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$100.00	\$8,000.00	\$79.77	\$6,382.00	\$260.00	\$20,800.00
29	Remove and Replace Existing Water Service Line with 3" PE	24	LF	\$250.00	\$6,000.00	\$55.00	\$1,320.00	\$125.00	\$3,000.00
30	Line Location Box and Lid	2	EA	\$425.00	\$850.00	\$650.00	\$1,300.00	\$1,500.00	\$3,000.00
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$1.80	\$9,378.00	\$4.55	\$23,705.00	\$6.50	\$33,865.00
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$0.90	\$69,354.00	\$0.96	\$73,978.00	\$1.55	\$119,443.00
33	Remove Ex. PCC Curb and Gutter	270	LF	\$4.50	\$1,215.00	\$22.96	\$6,200.00	\$17.00	\$4,590.00
34	Remove Ex. PCC Sidewalk	945	SF	\$1.40	\$1,323.00	\$5.23	\$4,950.00	\$5.50	\$5,197.50
35	Remove Ex. PCC Driveway Apron	85	SF	\$2.40	\$204.00	\$12.00	\$1,020.00	\$8.00	\$680.00
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$3.80	\$3,078.00	\$5.95	\$4,820.00	\$7.75	\$6,277.50
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$2.00	\$10,420.00	\$2.16	\$11,260.00	\$5.50	\$28,655.00
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$3.30	\$254,298.00	\$4.59	\$353,705.40	\$3.15	\$242,739.00
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00	\$13.50	\$70,335.00	\$13.50	\$70,335.00
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$12.00	\$11,340.00	\$10.97	\$10,375.00	\$16.00	\$15,120.00
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$65.00	\$15,925.00	\$64.79	\$15,875.00	\$55.00	\$13,475.00
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$30.00	\$2,550.00	\$25.50	\$2,167.50	\$26.00	\$2,210.00
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$18.00	\$14,580.00	\$19.75	\$16,000.00	\$22.50	\$18,225.00
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$32.00	\$3,840.00	\$29.16	\$3,500.00	\$28.00	\$3,360.00
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$1,100.00	\$8,800.00
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00	\$1,200.00	\$19,200.00	\$930.00	\$14,880.00
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$280.00	\$1,120.00	\$188.00	\$752.00	\$240.00	\$960.00
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$280.00	\$1,960.00	\$90.00	\$630.00	\$110.00	\$770.00
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$1.00	\$280.00	\$1.25	\$350.00	\$1.00	\$280.00
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.20	\$3,960.00	\$2.50	\$4,500.00	\$3.50	\$6,300.00
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$2.00	\$790.00	\$1.25	\$495.00	\$0.85	\$335.75
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$12.00	\$840.00	\$12.50	\$875.00	\$15.00	\$1,050.00
53	Painted Curb Red	260	LF	\$2.20	\$572.00	\$3.15	\$819.00	\$2.50	\$650.00
Total Bid Price (Schedule A)					\$1,997,000.00		\$2,046,780.90		\$2,379,007.00
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				Y		Y		Y	
Bid Document executed? y/n				Y		Y		Y	
Apprenticeship Documentation submitted with bid? y/n				Y		N		Y	

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Notice to Contractors Bid# 19300092

Date and Time of Opening: 1/14/2020 @ 11:10am

Description			Bidder #4			
			Aspen Developers Corp			
BONDING Provided, \$, %, or no			Y			
BIDDER acknowledges receipt addendums			5%			
Description	Sched Value	Unit	Unit price	Total price		
Base Bid Items - Schedule A						
1	Mobilization, Demobilization and Clean-Up	1	LS	\$225,000.00	\$225,000.00	
2	Traffic Control	1	LS	\$220,000.00	\$220,000.00	
3	Surveying and Record Drawings	1	LS	\$25,000.00	\$25,000.00	
4	Over Excavation of Unsuitable Materials	1000	CY	\$50.00	\$50,000.00	
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00	
6	Dewatering	1	LS	\$330,000.00	\$330,000.00	
7	Bypass Pumping	1	LS	\$150,000.00	\$150,000.00	
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$5,000.00	\$30,000.00	
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$11,000.00	\$11,000.00	
10	48" Diameter Sewer Manhole	6	EA	\$11,000.00	\$66,000.00	
11	4" SDR35 PVC Sewer Lateral	520	LF	\$150.00	\$78,000.00	
12	15" SDR35 PVC Sewer Main	132	LF	\$550.00	\$72,600.00	
13	18" SDR35 PVC Sewer Main	1640	LF	\$235.00	\$385,400.00	
14	Clean and Rehabilitate Existing Manhole	1	EA	\$1,000.00	\$1,000.00	
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$9,500.00	\$9,500.00	
16	Remove Existing 6" Water Line	155	LF	\$57.00	\$8,835.00	
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$475.00	\$7,125.00	
18	Remove Existing 6" Water Valve	8	EA	\$526.00	\$4,208.00	
19	Abandon Existing 6" Water Valve	1	EA	\$1,600.00	\$1,600.00	
20	6" C900 Water Main	135	LF	\$226.00	\$30,510.00	
21	8" C900 Water Main	1900	LF	\$127.00	\$241,300.00	
22	4" Gate Valve	1	EA	\$3,500.00	\$3,500.00	
23	6" Gate Valve	4	EA	\$2,500.00	\$10,000.00	
24	8" Gate Valve	9	EA	\$2,700.00	\$24,300.00	
25	12"x8" Hot Tap	1	EA	\$2,000.00	\$2,000.00	
26	Air Release Valve	1	EA	\$4,000.00	\$4,000.00	
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,000.00	\$28,000.00	
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$140.00	\$11,200.00	
29	Remove and Replace Existing Water Service Line with 3" PE	24	LF	\$170.00	\$4,080.00	
30	Line Location Box and Lid	2	EA	\$900.00	\$1,800.00	
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$7.00	\$36,470.00	
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$1.00	\$77,060.00	
33	Remove Ex. PCC Curb and Gutter	270	LF	\$9.00	\$2,430.00	
34	Remove Ex. PCC Sidewalk	945	SF	\$5.50	\$5,197.50	
35	Remove Ex. PCC Driveway Apron	85	SF	\$29.50	\$2,507.50	
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$6.50	\$5,265.00	
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$4.00	\$20,840.00	
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$4.10	\$315,946.00	
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00	
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$17.00	\$16,065.00	
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$40.00	\$9,800.00	
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$25.00	\$2,125.00	
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$30.00	\$24,300.00	
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$38.00	\$4,560.00	
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$750.00	\$6,000.00	
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00	
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$550.00	\$2,200.00	
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$550.00	\$3,850.00	
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$11.00	\$3,080.00	
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.25	\$4,050.00	
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$7.50	\$2,962.50	
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$16.50	\$1,155.00	
53	Painted Curb Red	260	LF	\$4.25	\$1,105.00	
Total Bid Price (Schedule A)					\$2,650,006.50	
Total Bid Price written in words? y/n					Y	
Bidder Information provided? y/n					Y	
Sub Contractors listed? y/n or none					Y	
Bid Document executed? y/n					Y	
Apprenticeship Documentation submitted with bid? y/n					N	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

THIS CONTRACT made and entered into this 6th day of February, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and A&K Earth Movers, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

WHEREAS, CONTRACTOR'S compensation under this agreement (does 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. 19300092**, titled **Airport Road Reconstruction Project**, (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

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. **19300092** including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

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: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Kevin Atkins, Secretary
A&K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, NV 89434
775-825-1636
Email: katkins@akearthmovers.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Nine Hundred Ninety Seven Thousand Dollars and 00/100 (\$1,997,000.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

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

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

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

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insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

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

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

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

**Contract# 19300092
Project# P320118065
Account# 5103205 507010
5203505 507010
2503035 507010**

By: _____

Dated _____

PROJECT CONTACT PERSON:

Darren Anderson, Project Manager
Telephone: 775-283-7584

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Kevin Atkins

TITLE: Secretary

FIRM: A&K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 00004382

NEVADA CONTRACTORS LICENSE #: 0024548

Address: 12251 Truckee Canyon Court

City: Sparks **State:** NV **Zip Code:** 89434

Telephone: 775-825-1636

E-mail Address: katkins@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300092** and titled **Airport Road Reconstruction Project**. Further, the Board of Supervisors authorizes the Mayor 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

ROBERT L. CROWELL, MAYOR

DATED this 6th day of February, 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 6th day of February, 2020.

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 19300092** and titled **Airport Road Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID # 19300092** and titled **Airport Road Reconstruction Project**

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

Printed Name of Principal:

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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# 19300092 and titled Airport Road Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 19300092, PWP # CC-2020-083, for the Project Title: **Airport Road Reconstruction Project**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: 01/08/2020

A & K Earth Movers, Inc.

Principal

By: Kevin Atkins

Kevin Atkins, Secretary

Great American Insurance Company

Surety

By: Andrea Marie Cantlon

Andrea Marie Cantlon, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21257

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA MARIE CANTLON		
CASSANDRA MEDINA		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of JANUARY 2019



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of JANUARY

MARK VICARIO (877-377-2405)

2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

8th

day of

January

2020



Stephen C. Beraha
Assistant Secretary

BID PROPOSAL

BID #19300092

BID TITLE: "Airport Road Reconstruction Project"

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

PRICES will be valid for ninety (90) 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 5 Addendums. and 2 Memos

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS	\$65,508.00	\$65,508.00
2	Traffic Control	1	LS	\$138,080.00	\$138,080.00
3	Surveying and Record Drawings	1	LS	\$13,500.00	\$13,500.00
4	Over Excavation of Unsuitable Materials	1000	CY	\$45.00	\$45,000.00
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00
6	Dewatering	1	LS	\$188,000.00	\$188,000.00
7	Bypass Pumping	1	LS	\$110,000.00	\$110,000.00
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$2,450.00	\$14,700.00
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$10,000.00	\$10,000.00
10	48" Diameter Sewer Manhole	6	EA	\$9,500.00	\$57,000.00
11	4" SDR35 PVC Sewer Lateral	520	LF	\$105.00	\$54,600.00
12	15" SDR35 PVC Sewer Main SDR26 *	132	LF	\$505.00	\$66,660.00
13	18" SDR35 PVC Sewer Main SDR26 *	1640	LF	\$208.00	\$341,120.00
14	Clean and Rehabilitate Existing Manhole	1	EA	\$6,500.00	\$6,500.00
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$4,500.00	\$4,500.00
16	Remove Existing 6" Water Line	155	LF	\$44.00	\$6,820.00
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$1,200.00	\$18,000.00
18	Remove Existing 6" Water Valve	8	EA	\$410.00	\$3,280.00
19	Abandon Existing 6" Water Valve	1	EA	\$625.00	\$625.00
20	6" C900 Water Main	135	LF	\$210.00	\$28,350.00
21	8" C900 Water Main	1900	LF	\$131.00	\$248,900.00
22	4" Gate Valve	1	EA	\$1,500.00	\$1,500.00
23	6" Gate Valve	4	EA	\$1,750.00	\$7,000.00
24	8" Gate Valve	9	EA	\$2,200.00	\$19,800.00
25	12"x8" Hot Tap	1	EA	\$15,500.00	\$15,500.00
26	Air Release Valve	1	EA	\$4,300.00	\$4,300.00
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,200.00	\$30,800.00
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$100.00	\$8,000.00
29	Remove and Replace Existing Water	24	LF	\$250.00	\$6,000.00

* - Per Addendum #2, 01/02/2020

BP - 2

BID PROPOSAL

	Service Line with 3" PE				
30	Line Location Box and Lid	2	EA	\$425.00	\$850.00
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$1.80	\$9,378.00
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$0.90	\$69,354.00
33	Remove Ex. PCC Curb and Gutter	270	LF	\$4.50	\$1,215.00
34	Remove Ex. PCC Sidewalk	945	SF	\$1.40	\$1,323.00
35	Remove Ex. PCC Driveway Apron	85	SF	\$2.40	\$204.00
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$3.80	\$3,078.00
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$2.00	\$10,420.00
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$3.30	\$254,298.00
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$12.00	\$11,340.00
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$65.00	\$15,925.00
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$30.00	\$2,550.00
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$18.00	\$14,580.00
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$32.00	\$3,840.00
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$1,000.00	\$8,000.00
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$280.00	\$1,120.00
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$280.00	\$1,960.00
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$1.00	\$280.00
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.20	\$3,960.00
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$2.00	\$790.00
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$12.00	\$840.00
53	Painted Curb Red	260	LF	\$2.20	\$572.00
BP.2	Total Base Bid Price (Schedule A)			\$1,997,000.00	

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

One Million Nine Hundred Ninety-Seven Thousand Dollars and No Cents

BP.4 BIDDER INFORMATION:

BP - 3

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

A & K EARTH MOVERS INC.

C1449-1965

NAME OF CORPORATION

FOR THE FILING PERIOD OF **SEP, 2014** TO **SEP, 2015**



100102

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150280893-48
	Filing Date and Time 06/23/2015 11:42 AM
	Entity Number C1449-1965

THIS DOCUMENT HAS BEEN RECORDED
ABOVE SPACE IS FOR OFFICE USE ONLY

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: **NRS 76.020 Exemption Codes**
 001 - Governmental Entity
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.
- NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.
- This corporation is a publicly traded corporation. The Central Index Key number is:
- This publicly traded corporation is not required to have a Central Index Key number.

NAME KELLY BART HIATT	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME KEVIN ATKINS	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 10405 PALM SPRINGS DRIVE , USA	CITY STATE ZIP CODE SPARKS NV 89441
NAME SHARON J REAM	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME MICHAEL A HIATT	TITLE(S) DIRECTOR
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly utter any false or forged instrument for filing in the Office of the Secretary of State.

X SHARON REAM
Signature of Officer or Other Authorized Signature

Title **TREASURER** Date **6/23/2015 11:42:02 AM**

Nevada Secretary of State List Profit
 Revised: 1-5-15

A & K EARTH MOVERS, INC.

ATTACHMENT TO SPECIAL MEETING OF BOARD OF DIRECTORS, JUNE 4, 2015

THIS ATTACHMENT IS MADE PURSUENT TO AN EMAIL MEETING OF THE BOARD OF DIRECTORS OF A & K EARTH MOVERS, INC. ON JUNE 4, 2015.

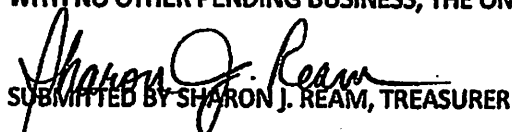
THE PURPOSE OF THE MEETING WAS AS OUTLINED BY PRESIDENT K. BART HIATT, TO MOTION AND VOTE ON THE DELETION OF SCOTT R. HIATT AS CORPORATE SECRETARY AND TO INSTALL KEVIN ATKINS AS CORPORATE SECRETARY. KEVIN ATKINS IS TO ALSO BE GIVEN CORPORATE BANK ACCOUNT SIGNATORY AUTHORITY TO BE USED IN THE ABSENCE OF ANY OWNERS AS NECESSARY.

ALSO AGREED AT THIS MEETING WAS FOR K. BART HIATT TO RENEW HIS CORPORATE SIGNATURE STAMP TO BE SIGNED OUT TO THE PAYROLL ADMINISTRATOR FOR USE ON PAYROLL WRITTEN CHECKS ONLY IN THE ABSENCE OF ANY SIGNERS FOR PAYROLL ON PAYROLL PROCESSING DAY, WHICH CURRENTLY IS WEDNESDAY OF EACH WEEK. THE PROCEDURE FOR USE OF THE SIGNATURE STAMP ON PAYROLL CHECKS IS TO BE TO SEND AN EMAIL TO THE PRESIDENT AND CFO RELAYING THE CHECK SEQUENCE NUMBER OF THE STAMPED CHECKS WHEN THE STAMP HAS BEEN USED. PAYROLL WILL ALSO ARCHIVE THIS EMAIL IN THE COMPANY PAYROLL ACCOUNTING ARCHIVES.

THE ATTACHED MOTION WAS MADE BY MICHAEL A. HIATT, DIRECTOR AND VICE RESIDENT ON JUNE 4, 2015.

THE ATTACHED VOTES, ALL YEAH AND NO NAY, WERE RECORDED FROM JUNE 4-6, 2015. KEVIN ATKINS WAS LEGALLY INSTALLED AS CORPORATE SECRETARY ON JUNE 23, 2015 BY AMENDMENT TO THE CORPORATE FILINGS ON RECORD WITH THE SECRETARY OF STATE OF NEVADA, RECORDING ALSO ATTACHED.

WITH NO OTHER PENDING BUSINESS, THE ONLINE MEETING WAS ADJOURNED.


SUBMITTED BY SHARON J. REAM, TREASURER

JUNE 24, 2015

From: Sharon Ream
To: "Lyle R. Kibbe"; "Bart Hiatt"; "Scott Hiatt"; "Mike Hiatt"
Subject: RE: BOD Meeting
Date: Friday, June 05, 2015 8:34:04 AM

SR
I vote yes. As soon as all votes are tallied, I will start the process of changing with Secretary of State from Scott as Secretary to Kevin as Secretary. I will work on this next week while in Fallon.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
Prairie3@msn.com

208-599-2777 Home Office
775-423-6085 Fallon Office

-----Original Message-----

From: Lyle R. Kibbe [mailto:lkibbe@akearthmovers.com]
Sent: Friday, June 05, 2015 7:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

LK
I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Mike Hiatt
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Lyle R. Kibbe
Subject: RE: BOD Meeting
Date: Thursday, June 04, 2015 6:25:59 PM

I make a motion to nominate kevin atkins to corporate secretary...mike

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Scott Hiatt
To: Lyle R. Kibbe; Bart Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting
Date: Monday, June 08, 2015 10:16:57 AM

I vote yes

SRH

~~Scott Hiatt~~
Vice President - A&K Earth Movers
775-825-1636 (office)
775-221-1602 (cell)
775-825-6171 (fax)
shiatt@akearthmovers.com<<mailto:shiatt@akearthmovers.com>>
[New A&K Logo]

From: Lyle R. Kibbe
Sent: Friday, June 05, 2015 6:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Mike Hiatt
To: Sharon J. Ream; Lyle R. Kibbe; Bart Hiatt; Scott Hiatt
Subject: RE: BOD Meeting
Date: Friday, June 05, 2015 8:40:23 AM

I vote yes....mike

MAH

-----Original Message-----

From: Sharon Ream [mailto:prairie3@msn.com]
Sent: Friday, June 05, 2015 7:34 AM
To: Lyle R. Kibbe; Bart Hiatt; Scott Hiatt; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes. As soon as all votes are tallied, I will start the process of changing with Secretary of State from Scott as Secretary to Kevin as Secretary. I will work on this next week while in Fallon.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
Prairie3@msn.com

208-599-2777 Home Office
775-423-6085 Fallon Office

-----Original Message-----

From: Lyle R. Kibbe [mailto:lkibbe@akearthmovers.com]
Sent: Friday, June 05, 2015 7:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give

From: Bart Hiatt
To: Sharon J. Ream
Subject: Re: Vote on Kevin Atkins as Secretary
Date: Tuesday, June 09, 2015 8:38:39 AM

Yes on Kevin

KBH

Sent from my iPhone

On Jun 9, 2015, at 7:17 AM, "Sharon Ream" <prairie3@msn.com<mailto:prairie3@msn.com>> wrote:

I have received everyone's vote except for Bart. All in favor, none opposed. Bart please send your vote.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
prairie3@msn.com<mailto:prairie3@msn.com>

208-599-2777 Home Office
775-423-6085 Fallon Office

<image001.jpg>

BID PROPOSAL

Company Name: A & K Earth Movers, Inc.
Federal ID No & DUNS No.: Federal Tax ID No.: 88-0097157 DUNS No: 04132225
Mailing Address: 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Complete Telephone Number: (775) 825-1636
Complete Fax Number: (775) 825-6171
Fax Number including area code: (775) 825-6171
E-mail: katkins@akearthmovers.com

Contact Person / Title: Kevin Atkins, Secretary
Mailing Address: 12251 Truckee Canyon Court
City, State, Zip Code: Sparks, NV 89434
Complete Telephone Number: (775) 825-1636
Complete Fax Number: (775) 825-6171
E-mail Address: katkins@akearthmovers.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0024548
License Classification(s): Class A - General Engineering
Limitation(s) of License: Unlimited
Date Issued: April 8, 1987
Date of Expiration: April 30, 2020
Name of Licensee: A & K Earth Movers, Inc.
Carson City Business License Number: 19-00004382
Date Issued: December 4, 2018
Date of Expiration: December 31, 2019 (NOTE: Renewal delayed due to Carson City Licensing Dept.)
Name of Licensee: A & K Earth Movers, Inc.

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	Not Applicable
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	Not Applicable
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:	September 2, 1965
Name of Corporation:	A & K Earth Movers, Inc.
Mailing Address	515 Windmill Drive
City, State, Zip Code:	Fallon, NV 89406
Telephone Number:	(775) 825-1636
President's Name:	Kelly Bart Hiatt
Vice-President's Name:	Director: Scott R. Hiatt
Other 1) Name & Title:	Secretary: Kevin Atkins - Treasurer: Sharon J. Ream

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Kevin Atkins	Six

Title 1) Construction Manager

Name 2) Richard Silva	Over Forty
-----------------------	------------

Title 2) Field Superintendent

Name 3) Tanner Hiatt	Fifteen
----------------------	---------

Title 3) Project Manager

Name 4) Jerry Giovanetti	Ten
--------------------------	-----

Title 4) Senior Job Superintendent

Name 5) Larry Giovanetti	Twenty-Nine
--------------------------	-------------

Title 5) Paving Superintendent

Name 6) Anthony Murillo	One
-------------------------	-----

Title 6) Safety/Risk Manager

(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 Attachment BP-7A
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:

REFERENCES	
Lattin Road - Fallon	Sewer main, sewer manholes, sewer laterals, abandon and remove existing septic tanks in back yards, AC paving
Churchill County	155 North Taylor Street, Suite 110, Fallon, NV
Contract Amount: \$507,000.00	Year Completed: 2019
Pine Grove Sewer Improvements	Installation of gravity sewer main, new sewer manholes, sewer laterals, reconnection of sewer laterals to the new sewer main. Remove and replace AC pavement.
Churchill County	155 North Taylor Street, Suite 110, Fallon, NV
Contract Amount: \$944,000.00	Year Completed: 2017
Newman Lift Station	Approx. 9,000 LF of 8" gravity sewer pipe and concrete manholes: a 290 gpm duplex sewage lift station and approx. 15,200 LF of 6" pressure sewer forcemain.
Lyon County Public Works	34 Lakes Blvd., Dayton, NV
Contract Amount: \$1,827,652.00	Year Completed: 2016
Bella Vista Ranch, all phases	Mass grading, underground utilities, asphalt base and paving, concrete base and concrete site work, storm drain, sewer, water and common trench utilities.
Toll Brothers	9433 Double Diamond Parkway #3, Reno, NV
Contract Amount: \$22,242,252.00	Year Completed: 2018

Contact Gloria Williams (Gwilliams@AKEarthmovers.com) if you should require more detailed information.


BID PROPOSAL

Company Name 3): See Attachment BP-7A
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:

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

 Kevin Atkins

 Printed Name

Secretary

 Title

 January 10, 2020

 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
2018	1.13	6.81
(2019 Not available yet) 2017	1.11	4.60

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. 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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
Name of Subcontractor K & B Transportation, LLC	Address PO Box 50052, Sparks, NV 89435	
Phone 775-331-5152	NV Contractor License # N/A DUNS# 037609455	Limit of License N/A
Description of work Trucking		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	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 Surface Prep & Maintenance	Address 4430 Bennie Lane, Reno, NV 89512	
Phone 775-823-7882	NV Contractor License # 77645 DUNS# 078672183	Limit of License \$1,500,000.00
Description of work	Striping & Signage	
Name of Subcontractor Pavement Recycling Systems	Address 2150 Bell Ave., Suite 125, Sacramento, CA 95838	
Phone 916-685-2204	NV Contractor License # 36228 DUNS# 604006619	Limit of License Unlimited
Description of work	Pulverization	
Name of Subcontractor Geo-Cell Solutions, Inc.	Address 2668 N. Fordham Ave., Fresno, CA 93727	
Phone 559-294-1551	NV Contractor License # 40885 DUNS# 967777624	Limit of License \$2,000,000.00
Description of work	Pipe Slurry	
Name of Subcontractor Intermountain Slurry Seal, Inc.	Address 1120 Terminal Way, Reno, NV 89502	
Phone 775-358-1355	NV Contractor License # 23657 DUNS#	Limit of License Unlimited
Description of work	Slurry Seal	
Name of Subcontractor F3 & Associates	Address 2415 Pyramid Way, Unit B, Sparks, NV 89431	
Phone 775-451-7255	NV Contractor License # N/A DUNS#	Limit of License N/A
Description of work	Staking and Surveying	

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 Diamond Concrete Cutting		Address 1933 Frazer Ave., Sparks, NV 89431	
Phone 775-685-5035	NV Contractor License # DUNS#	41593 76943 949429401	Limit of License \$4,500,000.00
Description of work Core Drilling			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			

BID PROPOSAL

BP.13

Acknowledged by A & K Earth Movers, Inc.

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

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin Atkins (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Airport Road Reconstruction Project", Contract number **19300092**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Kevin Atkins

TITLE: Secretary

FIRM: A & K Earth Movers, Inc.

Address: 515 Windmill Drive

City, State, Zip: Fallon, Nevada 89406

Telephone: (775) 825-1636

Fax: (775) 825-6171

E-mail Address: Katkins@akearthmovers.com

Kevin Atkins
(Signature of Bidder)

DATED: January 10, 2020

Signed and sworn (or affirmed) before me on this 10th day of JANUARY, 2020, by

KEVIN ATKINS

Teri L Rutledge
(Signature of Notary)





NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2020

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

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

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



Certificate Number: B20190830187911

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

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 08/30/2019.

BARBARA K. CEGAVSKE
Secretary of State

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Exhibit A
Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987.

License No **0024548**


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

PRINCIPALS:

KELLY HIATT, President, QI
KEVIN ATKINS, Secretary
SHARON REAM, Treasurer
SCOTT HIATT, VP/Secretary

A General Engineering

LIMIT: Unlimited
EXPIRES: 04/30/2020


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

A & K EARTH MOVERS INC
P O BOX 1059
FALLON, NV 89407

LIC. NO. 0024548
EXPIRES: 04/30/2020

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

A & K EARTH MOVERS INC
P O BOX 1059
FALLON, NV 89407



Carson City Business License Division

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

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

RE: Business License

Thank you for choosing to operate your business in Carson City. Below is your Business License.

Please post this license in a conspicuous place or have available for inspection. Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division at buslic@carson.org or at (775) 887-2105.

DEC 07 2018



Carson City Business License Division

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

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

License Number: 19-00004382
License Expiration Date: December 31, 2019
Date Issued: December 04, 2018

Business Location: O OF T, FALLON
Nature of Business: GENERAL ENGINEERING

Renewal Submitted
Pending Carson City Licensing/
Processing Department



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
 2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-18-0004**

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2019** AND EXPIRES ON **APRIL 30, 2020**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





 NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
 FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

MEMO #1 01/13/2020

Exhibit A

<u>Supplier Name</u>	<u>City</u>	<u>State</u>	<u>Contact Name</u>	<u>Email</u>	<u>Phone</u>
Multidrain Systems Inc	Statesville	NC	Steve Born	steve.born@multidrainsystems.com	(704) 508-1010
Farr West Engineering	Reno	NV	Candice Elder	candice@farrwestengineering.com	(775) 851-4788
FW Carson Co	Incline Village	NV			(775) 831-5008
BidJudge.com	Higley	AZ	Raylan	nv@bidjudge.com	(602) 456-2439
Black Eagle Consulting, Inc.	Reno	NV	Shaun Smith	ssmith@blackeagleconsulting.com	(775) 359-6600
Gerhardt and Bery Construction	Sparks	NV	Tim Trudell	tim@gerhardtandberry.com	(775) 359-8817
Knight & Leavitt Associates, Inc.	Las Vegas	NV	Richard Holly	rholly@klaenv.com	(702) 897-2628
V & C Construction, Inc.	MINDEN	NV	MARTIN LOUCH	vcconstructioninc@yahoo.com	(775) 267-1967
Gothic Landscape Inc.	Las Vegas	NV			(702) 252-7017
jtrow32	Reno	NV			(775) 284-7271
Joy Engineering	Portola	NV	Jeff Paddock	jpaddock@joyengineering.com	(530) 832-5760
SIERRA CONTRACTORS SOURCE	RENO	NV	Jana Higgins	SIERRASOURCE@SCSPLANROOM.COM	(775) 329-7222
Mountainlands Area Plan Room	Salt Lake City	UT	Mike Luke	mike@maprutah.com	(801) 288-1188
Nor-Cal Pipeline Services	West Sacramento	CA			(916) 442-5400
Golden Bay Fence Plus Iron Works, Inc	Stockton	CA	Paul Chavez	ar@goldenbayfence.com	(209) 944-9754
California Drilling and Blasting	South Pasadena	CA	Todd Chelini	tchelini@cadriInblast.com	(626) 443-0310
Nevada Barricade & Sign Co, Inc.	Reno	NV	Joshua Dethmers	Joshua.Dethmers@nbsco.com	(775) 331-5100
Nevada Chiller & Boiler	Reno	NV			(775) 432-1331
HesseCon	Reno	NV	Daniel hesse	rocker60s@yahoo.com	(530) 305-4646
Spanish Springs Construction, Inc.	Sparks	NV	Leslie Skinner	leslie@ssc.email	(775) 425-4000
Herback General Engineering	Minden	NV	April Arden	aarden@herback.net	(775) 267-6800
Dodge Data and Analytics	Arlington	TX	Scan Dept	dodge.docs@construction.com	(817) 437-5529
Western Refining	Tempe	AZ	Joel Shealey	jbshealey@marathonpetroleum.com	(602) 286-1973
The BlueBook Network	Jefferson Valley	NY			(800) 431-2584
centerline supply	Nephi	UT			(801) 768-3034
ConstructConnect	Cincinnati	OH			(800) 364-2059
American Pavement Preservation	Las Vegas	NV			(702) 507-5444
Corpro Companies, Inc.	Santa Fe Springs	CA			(562) 944-1636
Anne Johnson AIA	Henderson	NV			(702) 553-3323
GreenBlue Urban NA	Woodstock	ON	Craig Melvin	craig.melvin@greenblue.com	(519) 533-5355
Granite Construction Company	Sparks	NV			
Sierra Nevada Construction, Inc.	Sparks	NV	Chief Estimator	bids@snc.biz	(775) 355-0420
RFx Analyst, Inc.	Dover	DE			(302) 244-5650
Soil-Tech	Las Vegas	NV			(702) 873-2023
MKD Construction	Mound House	NV			(775) 246-1900
MNW Construction	Carson City	NV	Merlin	merlinnw@sbcglobal.net	(775) 220-6891
CFA, Inc.	Reno	NV			(775) 856-1150
Steel Girder LLC dba Stinger Bridge & Iron	Coolidge	AZ			(520) 723-5383
DOTC Nevada	Las Vegas	NV	Jon Carman	sales@dotcnevada.com	(702) 998-7777
Onvia, Inc	Seattle	WA			(206) 373-9500
GOVBUY .INC	Santa Margarita	CA			(323) 300-8173
GEODATA	Turin				39 011 5810611
TAPCO	Brown Deer	WI			(262) 754-4349
Timely Testing	Las Vegas	NV	Nicole Nance	nnance@timelytesting.com	(702) 241-8884
SHF International LLC	Las Vegas	NV			(702) 388-0961

Muller Construction	Las Vegas	NV	Aimee Goodwin	agoodwin@mullerlv.com	(702) 832-1111
Marina Landscape, Inc	Orange	CA	John Gutierrez	jpgutierrez@marinaco.com	(714) 939-6600
AM Signal, Inc.	Littleton	CO	Brooke Hageny	bids@amsignalinc.com	(720) 348-6925
R A Lucas Company Inc	Los Alamitos	CA	Raeleen Lucas	Lucasco@ralucasco.com	(562) 799-6160
Gibson Construction of Nevada Inc.	North Las Vegas	NV	Dennis Hayes	dennish@gibsonconstruction.com	(702) 399-4600
Hayward Baker Inc	Las Vegas	NV			(702) 649-4466
Helix Electric of Nevada LLC	LAS VEGAS	NV			(702) 732-1188
silver sabre electric	mesquite	NV			(702) 343-1687
Construction Publishing	Felton	CA	Sheri Schweickert	sheri@constructionbidsource.com	(888) 786-9450
RaPiD Construction, Inc.	Carson City	NV		rapidconstr@aol.com	(775) 883-4269
Rummel Construction	Scottsdale	AZ			(602) 222-9922
City of North Las Vegas	North Las Vegas	NV			(702) 633-1206
Tyler Thew	Carson City	NV			(775) 888-7574
Coughlin Company	St George	UT			(435) 634-1266
A & K Earth Movers, Inc	Fallon	NV	Gloria Williams	gwilliams@akearthmovers.com	(775) 825-1636
Pavement Recycling Systems	Jurupa Valley	CA	Ashley Large	estimating1@pavementrecycling.com	(951) 682-1091
Sierra Nevada Striping and Sign	Reno	NV	Jeff Romero	snvstriping@att.net	(775) 636-5968
Black Canyon Construction	North Las Vegas	NV	Kelly Perzy	KPerzy@BlackCanyonNV.com	(702) 688-5665
Aspen developers Corp	Reno	NV	Eric Luster	eric@aspensdevs.com	(775) 786-3310
Prime Vendor Inc.	Wilmington	NC			(800) 746-9554
Kelley Erosion Control, Inc.	Reno	NV	Claudia Chambers	claudia@kelleyerosioncontrol.com	(775) 322-7755
Walker Flagging	Las Vegas	NV		walkerflagging@outlook.com	(702) 981-8989
Baldwin Electrical Installations	Sparks	NV	Justin Baldwin	justinbaldwinbei@gmail.com	(775) 336-1587
B. Jackson Construction, Inc.	West Jordan	UT	Trent Webb	trent.webb@bjacksonconstruction.com	(801) 260-0988
INTERMOUNTAIN SLURRY SEAL INC	Reno	NV		joe.mummau@gcinc.com	(775) 691-7232
Hydro Conduit dba Rinker Materials	Henderson	NV	Mario F Ramirez	MarioF.Ramirez@rinkerpipe.com	(702) 565-8721
TAB Contractors, Inc.	Las Vegas	NV	Stephanie Lujan	slujan@nclasvegas.com	(702) 642-3033
Road and Highway Builders, llc.	SPARKS	NV	SHERRY CUELLAR	SHERRY.CUELLAR@STRLCO.COM	(775) 852-7283
Las Vegas Paving Corporation	Las Vegas	NV	Ryan Mendenhall	ryan.mendenhall@lvpaving.com	(702) 251-5800
RAFI Architecture and Design	Henderson NV	NV			(702) 435-7234
Artistic Fence Company, Inc.	Reno	NV	Donn Simons	donn@artisticfence.com	(775) 786-6002
JNJ Engineering Construction Inc.	Las Vegas	NV			(435) 874-1285
MasterSpec Materials LLC	Henderson	NV	Maxine Rivera	maxrivera@masterspecmaterials.com	(702) 997-8838
Pearls Construction, LLC	NY	NY	Adam Goud	adam@pearlsconstruction.com	(212) 845-9754
Garden Shop Landscape Nursery Division, Inc	Sparks	NV	Mike Warden	mwarden@gardenshoplandscaping.com	(775) 358-3080
Red Star Fence Company	Las Vegas	NV			(702) 733-7827
Penhall	Sacramento	CA			(916) 386-1589
Tungsten Engineering Contractors	Reno	NV	Heather Hellickson	Heather.Hellickson@TungstenNV.com	(775) 686-6917
Top Job Asphalt	Logan	UT	Mark Marrott	mark.m@topjobasphalt.com	(435) 764-0451
Econolite	Anaheim	CA			(714) 630-3700
RMS Life Safety	Signal Hill	CA	Rick Mendoza	rmendoza@rmslifesafety.com	(800) 760-1822
JcorD Construction Services	Henderson	NV	Hunter	Hunter@jcordllc.com	(702) 876-3346
Cruz Construction	Moundhouse	NV	Kale Peery	kale@cruzconstruction.com	(775) 883-6161
F.E.I. Construction	Las Vegas	NV			(702) 485-5983
Newtron LLC	Reno	NV	Lee LaRussa	Lee_larussa@thenewtroungroup.com	(917) 270-4001
K&B Transportation LLC	Sparks	NV	Trudi Bush	kbtransport@sbcglobal.net	(775) 331-5152

MEMO #2 01/13/2020



DBE POSTING

A & K Earth Movers, Inc. requests subcontractor and supplier quotes from all qualified subcontractors and suppliers including MBE, DBE, WBE, DVBE, SBE, SBDE, UDBE, and SMBE on the following project:

PROJECT NAME: CARSON CITY AIRPORT ROAD RECONSTRUCTION

PROJECT #: PWP #CC-2020-083

BID DATE: 01/14/2020 11:00 AM

A & K Earth Movers, Inc. is inviting bids from ALL TRADES including, but not limited to the following:

- Concrete Materials
- Bypass Pumping
- Core Drilling
- Dewatering
- Domestic Water Materials
- Fencing
- Landscaping (sod, coble, etc.)
- Plantmix Pavement Type 2
- Sanitary Sewer Materials
- Striping and Signage
- Survey & Staking
- Traffic Control Devices and Flaggers
- Trucking
- Type 2 Aggregate Base

Subcontractor bids and material quotes should be emailed to the attention of Kevin Atkins at KAtkins@AKEarthmovers.com and Gloria Williams at GWilliams@AKEarthmovers.com.

100% Payment and Performance Bonds may be required. DUNS and SAMS registration IS required. We will make available, where appropriate, any breakdown of contract work items into economically feasible units to facilitate DBE participation. We will also assist any qualified DBE firms in obtaining bonding, lines of credit, and technical assistance or other information, related to the plans, specifications and requirements for this project. State of Nevada, Nevada Contractors license and CITY/COUNTY license and insurance is **required** of subcontractors. This is a Prevailing Wage Project.

We are an EEO employer of individuals with disabilities and veteran status.

Nevada Contractors Board Licenses: #0024548, A - General Engineering

DBE Information
Completed Form Required

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

PWP # CC-2020-083 PROJECT #P320118065

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
3D Concrete 600 S. 21st Street, Sparks, NV 89431	775-348-1898	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
American Ready Mix 1475 Greg Street, Reno, NV 89431	775-786-4773	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Armorock 14555 Spring Canyon Road, Boulder City, NV 89006	702-824-9702	N/A	N/A	Yes	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Battle Born Ventures, LLC 600 Gleeson Way, Sparks, NV 89431	775-813-4934	N/A	N/A	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Cell-Crete Corporation 995 Zephyr Avenue, Hayward, CA 94544	510-471-7257	0010689	Unlimited	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Cinderlite Trucking Corporation 1665 South Sutro Terrace, Carson City, NV 89706	775-882-4483	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Geo-Cell Solutions, Inc. 2668 N. Fordham Ave., Fresno, CA 93727	559-294-1551	0040885	\$2,000,000.00	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Granite Construction Inc. 1055 Glendale Ave., Sparks, NV 89431	775-352-1905	0008079	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Rain for Rent (Western Oilfields Supply Co.) 1230 Glendale Ave., Sparks, NV 89431	775-358-0875	0075530	\$950,000.00	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Titan Construction Supply 250 Edison Way, Reno, NV 89502	775-351-2201	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
United Rentals 12905 Old Virginia Road, Reno, NV 89521	775-348-0140	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Western Nevada Supply 950 South Rock Blvd., Sparks, NV 89431	775-353-0203	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

PWP # CC-2020-083 PROJECT #P320118065

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
Jensen Precast 625 Bergin Way, Sparks, NV 89431	775-359-6200	N/A	N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Pavement Recycling Systems, Inc. 2150 Bell Ave., Suite 125, Sacramento, CA 95838	916-685-2204	0036228	Unlimited	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Surface Prep & Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	0077645	\$1,500,000.00	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Intermountain Slurry Seal, Inc. 1120 Terminal Way, Reno, NV 89502	775-358-1355	0023657	Unlimited	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Tahoe Western Asphalt, LLC 8013 US Highway 50 East, Carson City, NV 89701	775-309-7176	N/A	N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	N/A	N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
B. Jackson Construction & Engineering, Inc. 4188 West Nike Drive, West Jordan, UT 84088	801-260-0988	0074156	Unlimited	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Mapca Surveys, Inc. 580 Mount Rose Street, Reno, NV 89509	775-432-2067	N/A	N/A	Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Nevada Barricade & Sign Co., Inc. 975 Industrial Way, Sparks, NV 89431	775-331-5100	0052315	Unlimited	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
Diamond Concrete Cutting 1933 Frazer Ave., Sparks, NV 89431	775-685-5035	0041593 0076943	\$4,500,000.00 \$4,500,000.00	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
F3 & Associates Inc. 2415 Pyramid Way, Unit B, Sparks, NV 89431	775-451-7255	N/A	N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Yes	<input type="radio"/> No	Yes	<input type="radio"/> No
				Yes	No	Yes	No	Yes	No

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.: PWP #CC-2020-083

Project No(s): P320118065

Total Bid Amount \$ \$1,997,000.00

Contract DBE Goal: 2 %.

Contractor: A & K Earth Movers, Inc.

Address: 515 Windmill Drive, Fallon, NV 89406

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Surface Prep and Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	2, 47,48,49,50,51, 52,53	\$9,245.00	NV20365401NUCP	Striping and Signage
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	8, 10, 11, 13	\$30,700.00	NV20235691NUCP	Trucking
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:			\$39,945.00		

DBE SUPPLIERS:

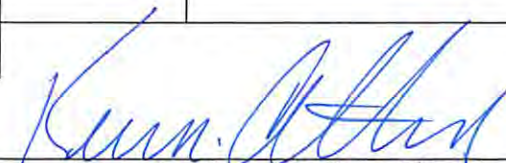
DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B):** \$ \$39,945.00

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 2 %

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.


 Contractor's Signature Kevin Atkins, Secretary Date 01/14/2020

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: PWP #CC-2020-083

Contractor: A & K Earth Movers, Inc.

Project No(s): P320118065

Address: 515 Windmill Drive, Fallon, NV 89406


Total Bid Amount \$ 1,997,000.00

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 thru and including Item #46	0024548	Unlimited	All scope of work not performed by Subcontractors
NONE					

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."



 Contractor's Signature Kevin Atkins, Secretary

 Date 01/10/2014

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: PWP # CC-2020-083

Contractor: A & K Earth Movers, Inc.

Project No(s): P320118065

Address: 515 Windmill Drive, Fallon, NV 89406

Bid Amount \$ \$1,997,000.00

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 thru and including Item #46	0024548	Unlimited	All scope of work not performed by Subcontractors
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	8, 10, 11, 13	N/A	N/A	Trucking

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."



Contractor's Signature Kevin Atkins, Secretary

01/14/2020

Date

Telephone No. 775- 825-1636

Does not apply to this project

BIDDER SUBCONTRACTOR INFORMATION
 (For subcontractors exceeding \$250,000.00)
 Required only if the total bid amount is greater than \$25 million

Contract No.: _____ Contractor: _____

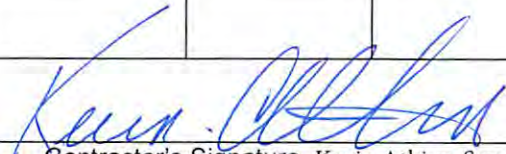
Project No(s) : _____ Address: _____

Total Bid Amount \$ _____

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."
 Telephone No. (775) 825-1636



 Contractor's Signature Kevin Atkins, Secretary 01/14/2020
 Date

Affidavit Required Under 23 USC Section 112(c)

Completed Form Required

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada
COUNTY OF Washoe } SS

I, Kevin Atkins (Name of party signing this affidavit and the Proposal Form) Secretary (title).
being duly sworn do depose and say: That A & K Earth Movers, Inc.
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Kevin Atkins
Signature Kevin Atkins
Secretary
Title

Sworn to before me this 10th day of January, 2020

(SEAL)  **TERI L. RUTLEDGE**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-1094-2 - Expires January 13, 2023

Teri L. Rutledge
Notary Public, Judge or other Official

Certification Required By Section 1352 of Title 31

Completed Form Required

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate 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 a Member of Congress in connection with the awarding 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.

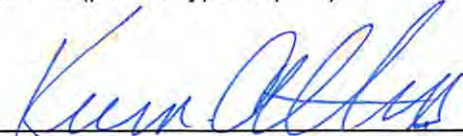
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 such failure.

Kevin Atkins

Name (please type or print)



Signature

Secretary

Title

Disclosure of Lobbying Activities

Completed Form Required

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES


This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> c. Initial award</p> <p><input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity:</p> <p>Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$ _____</p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>
<p><input type="checkbox"/> 11. Amount of Payment (check all that apply):</p> <p><input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small></p>		<p>Signature: </p> <p>Print Name: Kevin Atkins</p> <p>Title: Secretary</p> <p>Telephone No.: (775) 825-1636 Date: 01/10/2020</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**FHWA Form 1391
Completed Form Required**

ACKNOWLEDGED BY A & K EARTH MOVERS, INC.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT																						
1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		2. COMPANY NAME, CITY, STATE:		3. PROJECT NUMBER:		4. DOLLAR AMOUNT OF CONTRACT:		5. PROJECT LOCATION: (County and State)														
<p style="color: red; font-size: small;">This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in August, 2019.</p>																						
6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR)																						
TABLE A																						
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TABLE B																						
TABLE C (Table B data by racial status)																						
APPRENTICES	0	0	0	0																		
OUT TRAINEES	0	0	0	0																		
8. PREPARED BY: (Signature and Title of Contractors Representative)												9. DATE		10. REVIEWED BY: (Signature and Title of State Highway Official)		11. DATE						

Form FHWA-1391 (Rev. 09-13)

PREVIOUS EDITIONS ARE OBSOLETE

A & K EARTH MOVERS, INC.

APPRENTICESHIP DOCUMENTATION

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.


Yes No

The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

We did not receive approval within 5 business days for a Carpenter Apprentice

Kevin Atkins, Secretary
Printed Name/Title


*Signature

1 / 13 / 2020
Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved:

Waiver Request Denied:

Notes: _____

Printed Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

Fax Details



▼ Info	
Status:	sent
Created At:	01/03/2020 10:05:23 AM
Completed At:	01/03/2020 10:09:09 AM
Pages:	4
Agent:	FFWS
▼ Cover Page	
Enabled:	false
Name:	
Subject:	
Comments:	
▼ Sender	
Username:	jhiatt
Name:	Jessica Hiatt
Fax Number:	775-423-8410
Phone Number:	775-997-7234
Organization:	A&K Earth Movers Inc.
Email Address:	jhiatt@akearthmovers.com
▼ Recipient	
Name:	Skip Westmoreland
Fax Number:	(775)856-4661
Phone Number:	
Organization:	Carpenters JATC of Northern NV - Reno

From: Microsoft Outlook
To: lasvegas@swctf.org; reno@swctf.org
Subject: Relayed: Carson City Airport Road Apprenticeship Forms
Date: Friday, January 3, 2020 10:10:50 AM

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:
lasvegas@swctf.org (lasvegas@swctf.org) <mailto:lasvegas@swctf.org>
reno@swctf.org (reno@swctf.org) <mailto:reno@swctf.org>
Subject: Carson City Airport Road Apprenticeship Forms

STATE OF NEVADA
Office of the Labor Commissioner

Exhibit A

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: Skip Westmoreland, Date Request Submitted: 01/03/2020
Carpenters JATC of Northern Nevada

Name of Registered Apprenticeship Program: Carpenters JATC of Northern Nevada
 Contact Person/Title: Skip Westmoreland, Coordinator
 Address: 1360 Financial Blvd., Reno, NV 89502
 Tel No.: (775) 856-4448 Fax No.: (775) 856-4661 Email: reno@swctf.org

Requestor Information:

Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
 Contact Person/Title: Kevin Atkins, Secretary
 Address: 515 Windmill Drive, Fallon, NV 89406
 Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

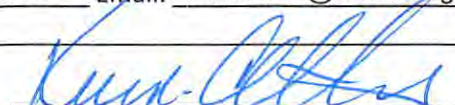
Availability Request Information:

Number of Apprentice(s) Required: 1 Craft or Trade: Carpenter
 Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: : am
 Name of Person to Report to: Human Resources or General Superintendent
 Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information:

Carson City Airport Road Reconstruction Project
 Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
 Awarding Body Name: Carson City Public Works Department
 Contact Person/Title: Darren Anderson, Project Manager
 Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary
 Print Name/Title


 *Signature

01 / 03 / 2020
 Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

 Print Name/Title
 Date Received: _____

 Signature
 Date Returned: _____

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.

Yes No

The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

We did not receive approval within 5 business days for a Cement Mason Apprentice

Kevin Atkins, Secretary

Printed Name/Title


*Signature

1 / 13 / 2020
Date

**By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.*

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved:

Waiver Request Denied:

Notes: _____

Printed Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

Exhibit A
Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

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Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: Jesse Barajas, Plasters Local 241 JATC Date Request Submitted: 01/03/2020

Name of Registered Apprenticeship Program: Plasters Local 241 JATC
Contact Person/Title: Jesse Barajas, Business Agent
Address: 810 Gleeson Way, Sparks, NV 89431
Tel No.: (775) 722-9621 Fax No.: (775) 359-4241 Email: jbarajas@opcmianevada.org

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Cement Mason
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __: __ am __.
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary

*Signature

01/03/2020

Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:

Request Denied:

Notes: _____

Print Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

From: Gloria Williams
To: "jbarajas@opcminevada.org"
Subject: Carson City Airport Road Apprenticeship Forms
Date: Friday, January 3, 2020 9:48:00 AM
Attachments: [Cement Mason Apprenticeship Req & Agree.pdf](#)

Please be advised this was also faxed. Complete and return to me please. Thanks.



Gloria Williams
Project Assistant
A & K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, Nevada 89434
Direct: (775) 997-7239
GWilliams@akearthmovers.com



From: faxmaker@akearthmovers.com
To: [Gloria Williams](#)
Subject: FaxFinder Fax Notification: Successfully sent fax to (775) 359-4291
Date: Friday, January 3, 2020 10:26:25 AM
Attachments: [fax_outbound \(775\) 359-4291_20200103_102620_00000236-0000.pdf](#)

Create Time: 01/03/2020 10:22:20 AM
Schedule Time: 01/03/2020 10:26:20 AM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: gwilliams
Sender name: Gloria Williams
Sender email: gwilliams@akearthmovers.com
Sender phone: 7759977235
Sender fax:
Sender org: A&K Earth Movers Inc.
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 4
Recipient fax: (775) 359-4291
Recipient phone:
Recipient name: Jesse Barajas
Recipient org: Plasters/Cement Mason Local 241
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false
Fax Page Size: auto

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

Exhibit A
Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: No Laborers Local 169 JATC

Date Request Submitted: January 2, 2020

Name of Registered Apprenticeship Program: No Laborers Local 169 JATC

Contact Person/Title: Richard (Skip) Daly, Business Manager

Address: 570 Reactor Way, Reno, NV 89502

Tel No.: (775) 856-0169 Fax No.: (775) 856-0177 Email: LIUNA169@SBCGlobal.net

Requestor Information:

Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548

Contact Person/Title: Kevin Atkins, Secretary

Address: 515 Windmill Drive, Fallon, NV 89406

Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:

Number of Apprentice(s) Required: 1 Craft or Trade: Laborer

Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: : am

Name of Person to Report to: Human Resources or General Superintendent

Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project

Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City

Awarding Body Name: Carson City Public Works Department

Contact Person/Title: Darren Anderson, Project Manager

Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary

Print Name/Title


*Signature

01/02/2020
Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:

Request Denied:

Notes: _____

Print Name/Title

Signature

Date

Date Received:

Date Returned:

Gloria Williams

From: Gloria Williams
Sent: Friday, January 3, 2020 9:07 AM
To: 'LIUNA169@sbcglobal.net'
Subject: Apprenticeship Agreement

Happy Friday Skip. I understand that the agreement should only be used once we request an apprentice; however, for the first bid we are doing for Carson City, they require the agreement at bid submittal.



Gloria Williams
Project Assistant
A & K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, Nevada 89434
Direct: (775) 997-7239
GWilliams@akearthmovers.com



Gloria Williams

From: faxmaker@akearthmovers.com
Sent: Thursday, January 2, 2020 3:05 PM
To: Gloria Williams
Subject: FaxFinder Fax Notification: Successfully sent fax to (775) 856-0177
Attachments: fax_outbound_(775) 856-0177_20200102_150500_00000230-0000.pdf

Create Time: 01/02/2020 03:01:37 PM
Schedule Time: 01/02/2020 03:05:00 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: gwilliams
Sender name: Gloria Williams
Sender email: gwilliams@akearthmovers.com Sender phone: 7759977235 Sender fax:
Sender org: A&K Earth Movers Inc.
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 4
Recipient fax: (775) 856-0177
Recipient phone:
Recipient name: Richard Skip Daly
Recipient org: Laborers Local 169
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false
Fax Page Size: auto

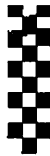


Exhibit A

Office of the Labor Commissioner
3825 College Parkway, Suite 302
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6489
E-Mail: ALA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

Office of the Labor Commissioner
3500 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 328. In passing SB 207, The Legislature hereby finds and declares that (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this state. <http://www.leg.state.nv.us/App/NEWS/REL/80th/2019/001/6951/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.nwlon.nv.gov/Apprenticeship/AboutSAC/. *The Governor's Office of Workforce Innovation (OWINI) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: No Laborers Local 169 JATC Date Request Submitted: January 2, 2020
Name of Registered Apprenticeship Program: No Laborers Local 169 JATC
Contact Person/Title: Richard (Skip) Daly, Business Manager
Address: 570 Reactor Way, Reno, NV 89502
Tel No.: (775) 856-0169 Fax No.: (775) 856-0177 Email: LIUNA169@SBCGlobal.net

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89408
Tel No.: (775) 825-1638 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Laborer
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: ; am
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89408

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7684 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary _____ *Kevin Atkins* _____ of 1/2/2020
Print Name/Title _____ *Signature _____ Date _____

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Richard Daly Business Manager _____ Richard Daly _____ 1/3/20
Print Name/Title _____ Signature _____ Date _____
Date Received: 1-2-20 Date Returned: 1-3-20

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

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STATE OF NEVADA
Office of the Labor Commissioner

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Request Submitted to: No Operating Engineers Local #3 JATC Date Request Submitted: 01/03/2020

Name of Registered Apprenticeship Program: No Operating Engineers Local #3 JATC
Contact Person/Title: Scott Fullerton, District Representative
Address: PO Box 20962 1290 Corporate Blvd., Reno 89502, Reno, NV 89515
Tel No.: (775) 575-2729 Fax No.: (775) 857-4443 Email: District11dispatch@OE3.org
857-4440

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Operating Engineer
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __: __ am
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary  01/03/2020
Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Print Name/Title Signature Date
Date Received: _____ Date Returned: _____

Jessica Hiatt

From: district11dispatch <district11dispatch@oe3.org>
To: Jessica Hiatt
Sent: Friday, January 3, 2020 1:11 PM
Subject: Read: Carson City Airport Road Apprenticeship Forms

Your message

To:
Subject: Carson City Airport Road Apprenticeship Forms
Sent: Friday, January 03, 2020 1:11:22 PM (UTC-08:00) Pacific Time (US & Canada)

was read on Friday, January 03, 2020 1:11:12 PM (UTC-08:00) Pacific Time (US & Canada).

Fax Details



▼ Info	
Status:	sent
Created At:	01/03/2020 10:15:49 AM
Completed At:	01/03/2020 10:20:45 AM
Pages:	4
Agent:	FFWS
▼ Cover Page	
Enabled:	false
Name:	
Subject:	
Comments:	
▼ Sender	
Username:	jhiatt
Name:	Jessica Hiatt
Fax Number:	775-423-8410
Phone Number:	775-997-7234
Organization:	A&K Earth Movers Inc.
Email Address:	jhiatt@akearthmovers.com
▼ Recipient	
Name:	Scott Fullerton
Fax Number:	(775)857-4443
Phone Number:	
Organization:	No Operating Engineers Local #3 JATC

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
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Request Submitted to: No Operating Engineers Local #3 JATC Date Request Submitted: 01/03/2020

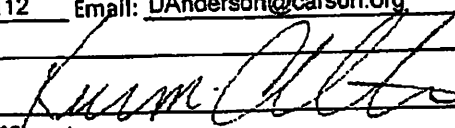
Name of Registered Apprenticeship Program: No Operating Engineers Local #3 JATC
 Contact Person/Title: Scott Fullerton, District Representative
 Address: PO Box 20962 1290 Corporate Blvd., Reno 89502, Reno, NV 89515
 Tel No.: (775) 575-2729 Fax No.: (775) 857-4443 Email: District11dispatch@OE3.org
857-4440

Requestor Information:
 Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
 Contact Person/Title: Kevin Atkins, Secretary
 Address: 515 Windmill Drive, Fallon, NV 89406
 Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
 Number of Apprentice(s) Required: 1 Craft or Trade: Operating Engineer
 Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __: __ am
 Name of Person to Report to: Human Resources or General Superintendent
 Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
 Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
 Awarding Body Name: Carson City Public Works Department
 Contact Person/Title: Darren Anderson, Project Manager
 Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary
 Print Name/Title

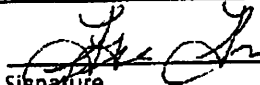

 *Signature Date 01/03/2020

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: Please give 5 business day notice before dispatch date

Brian Peather Administrator
 Print Name/Title
 Date Received: 1-3-20


 Signature Date 1/10/20
 Date Returned: 1-10-20

facsimile transmittal

Operating Engineers
Joint Apprenticeship Committee
P.O. Box 20962
Reno, NV 89515

(775) 575-2729 FAX (775) 575-2825

To: Kevin Atkins Date: 1-10-20 Time: 4:10

Dept: _____ From: Bryan Prather

Company: A & H Earth Mixers Pages: 2
(including this page)

If you do not receive all pages, please call (775) 575-2729 as soon as possible and notify sender.

Comments:

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Contractor: A & K Earth Movers, Inc.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway stripier and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 1/14/2020

Name and Title: Kevin Atkins, Secretary

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.

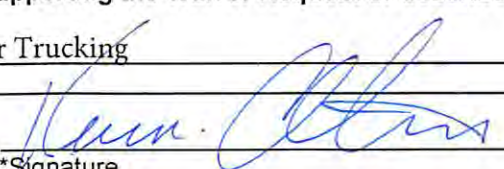
Yes No

The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

There is no registered Apprenticeship Program for Trucking

Kevin Atkins, Secretary
Printed Name/Title


*Signature

1 / 13 / 2020
Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved:

Waiver Request Denied:

Notes: _____

Printed Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: Surface Prep & Maintenance

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier, includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer, can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: Ann M Church Date: 01/14/2026
 Name and Title: Ann M Church, President

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: PAVEMENT RECYCLING SYSTEMS, INC.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: JANUARY 13, 2020

Name and Title: Gary Bush, Division Manager

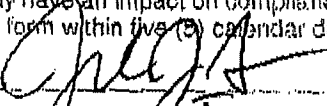
Nevada Apprenticeship/Union Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor:

Geo-Cell Solutions

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterer and terrazzo workers.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Load Carrier , includes brick-mason tender and plaster tender	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mason , can also include cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/cractor (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofar (not sheet metal)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sheet Metal Worker , can also include air purifier technician.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship/Union Act, 2019, will require the submission of a revised form within five (5) calendar days of the change.

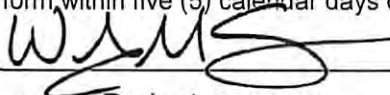
Signed:  Date: 1/14/20
 Name and Title: JUSTIN FOREMAN PROJECT MGR.

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PNP-CC-2020-DB3 Subcontractor: Intermountain Slurry Seal, INC

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

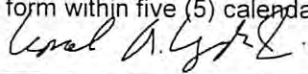
Signed:  Date: 1/13/19
 Name and Title: Project manager

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: F3 & Associates (survey, layout and staking)

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway stripier and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 1/14/20

Name and Title: Lionel Largaespada, Director

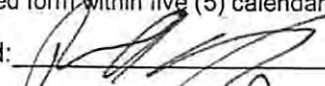
Nevada Apprenticeship Utilization Act, 2019 Compliance

PWP-CC-2020-083

Contract No.: _____ Subcontractor: Diamond Concrete Cutting

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 1/14/2020
 Name and Title: Russell Craig (Division Manager)

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: February 12, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding an amendment to Cooperative Agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the I-580 Multi Use Path to Colorado Street project, to increase the project amount from \$750,000 to \$1,141,771 and the local match from \$37,500 to \$57,089, and to authorize the Transportation Manager to sign the proposed amendment.

Staff Summary: During the NDOT permit process, the Nevada Department of Transportation required certain upgrades to the project which increased the cost to complete the multi-use path. NDOT has agreed to increase the amount of federal funds to complete the project. The additional federal funds will increase the local match amount from \$37,500 to \$57,089.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve Amendment no. 1, and to authorize the Transportation Manager to sign the amendment.

Background/Issues & Analysis

The amendment to the agreement increases the total project cost from \$750,000 to \$1,141,771. The amount of federal funds will be increased from \$712,500 to \$1,084,682. The required 5% local match for this project will increase from \$37,500 to \$57,089. All other provisions of the agreement remain in full force. The agreement authorizes Carson City to seek reimbursement through NDOT for work completed on the I-580 Multi Use Path to Colorado Street project.

The improvements include construction of the multi-use path from the Linear Ditch to Colorado Street, freeway improvements, drainage improvements, fencing, erosion control, and related improvements. Construction of the project will begin spring 2020.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Transportation Infrastructure Account / 2503035-507102

Is it currently budgeted? Yes No

If approved the Regional Transportation Fund, Transportation Infrastructure Account for the 2020 Fiscal Year will transfer \$19,589, the difference between the local match requirement between the original and amended agreement, into Project Account # P303518003. In addition, we will augment the budget to add \$372,182 to both the project expenses and grant revenue, for the same project.

Alternatives

-N/A

Supporting Material

-Exhibit-1: Proposed LPA Agreement Amendment 1 for P502-17-063

-Exhibit-2: Original LPA Agreement P502-17-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No. 1 to
Cooperative (LPA) Agreement No. P502-17-063

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

WITNESSETH:

WHEREAS, on December 12, 2017, the parties entered into Agreement No. P502-17-063 to design, advertise, award, and manage construction of a multi-use pathway along the west side of I-580 between the Linear Ditch path and Colorado Street in Carson City; and

WHEREAS, the amount of the agreement must be increased by Three Hundred Ninety-One Thousand Seven Hundred Seventy-One and No/100 Dollars (\$391,771.00) due to the DEPARTMENT upgrading the standard required barrier rail as well as increased market prices; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P502-17-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:
"To obligate Federal TAP funding for the PROJECT in a maximum amount of One Million Eighty-Four Thousand Six Hundred Eighty-Two and No/100 Dollars (\$1,084,682.00)."
- B. Article II, Paragraph 24, is amended by deleting it in its entirety and inserting in its place:
"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Fifty-Seven Thousand Eighty-Nine and No/100 Dollars (\$57,089.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."
- C. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
"The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 1,593.00
CITY Preliminary Engineering Costs:	\$ 44,478.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 60,000.00
Construction Costs	<u>\$ 1,030,700.00</u>

Total Estimated PROJECT Costs: \$ 1,141,771.00

Available Funding Sources:

Federal TAP FLEX Funds:	\$ 927,070.00
Federal TAP 5k-200k STBG Funds:	\$ 157,612.00
CITY Match Funds:	<u>\$ 57,089.00</u>
<u>Total PROJECT Funding:</u>	\$ 1,141,771.00”

D. Article III, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:

“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: Kristina L. Swallow, P.E., Director
 Attn: Phil Kanegsberg, P.E.
 Local Public Agency Coordinator
 Nevada Department of Transportation
 Roadway Design
 1263 South Stewart Street
 Carson City, NV 89712
 Phone: (775) 888-7988
 Fax: (775) 888-7401
 Email address: pkanegsberg@dot.nv.gov

FOR CITY: Robert D. Fellows, P.E.
 Carson City Public Works
 3505 Butti Way
 Carson City, NV 89712
 Phone: (775) 283-7370
 Fax: (775) 887-2164
 Email address: rfellows@carson.org”

E. All of the other provisions of Agreement No. P502-17-063 dated December 12, 2017 shall remain in full force and effect as if fully set forth herein.

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

Carson City Regional
Transportation Commission

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

Lucia Maloney
Transportation Manager

Director

Approved as to Form:

Approved as to Legality and Form:

City Clerk

Deputy Attorney General

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BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

RUDY MALFABON, P.E., Director

In Reply, Refer to:

January 24, 2018

Robert D. Fellows, P.E.
Senior Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89712

Federal Project No.: TAP-0025(033)
Project Number: 74137
Notice to Proceed with Design Phase

Dear Mr. Fellows,

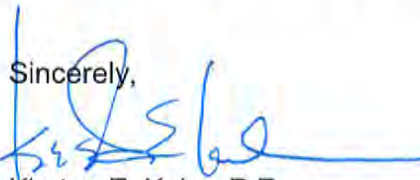
Please find enclosed a fully executed copy of Agreement No. P502-17-063 between Carson City and the State of Nevada to advertise, award and administer a contract to construct the I-580 Multi-Use Path Project.

The necessary paperwork for programming the Federal funds for the project has been completed and approved. This letter is a confirmation that Carson City received a "Notice to Proceed" with the design of the project on January 17, 2018, as outlined in the agreement.

The Federal Award Identification Number (FAIN) for this project is 320025033Z300. Also, per 2 CFR 200 and the LPA Agreement, the Project End date for the Design Phase has been established as December 31, 2019. This is the end date of federal participation for the design phase of the project, unless an extension for this end date is granted by FHWA.

The project has been assigned the following project number, 74137. It has also been assigned the following federal project number, TAP-0025(033). The Federal project number must be shown on every plan sheet, as well as on the pages of the bid package. Please refer to the project number on future correspondence and billings.

If you have any questions or require more information, please feel free to contact me at (775)888-7669.

Sincerely,

 Kirsten E. Kehe, P.E.
 Principal Road Design Engineer
 Local Public Agency Program

KK:cw

Enclosure

Cc: Norfa Lanuza, Accounting

**NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET**

Agreement No. PS02-17-003 Amendment No. _____ Task Order No. _____ Task Order Amendment No. _____
 Start Date: 12/15/17 End Date: 6/30/2020 Amendment Date: _____ Procured by: _____
 Agreement Type: LPA Agreement Sub-Type: Construction Procurement No.: _____
 Purpose: To authorize Carson City Public Works to design, advertise, award and administer a contract to construct a multi-use path along the west side of I-580 from Route 6 multi-use path to Colorado Street.
 County(ies) where work is being performed: Carson City
 Contact Person: Kirsten Kette Phone No.: (775) 888-7669 Email: KKETTE@dot.nv.gov
 Project Manager: Tonia Andree Phone No.: (775) 888-7988 Email: tandree@dot.nv.gov

Second Party Information

Contact Person: Robb Fellows Email: rfellows@carson.org Phone No.: (775) 283-7370
 Company Name: Carson City Public Works NV Business License No.: n/a
 Primary Address: 3505 Butti Way, Carson City, NV 89701 Business License Expiration: n/a
 Invoice Remit To Address: 3505 Butti Way, Carson City, NV 89701 [Business License Search](#)

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$750,000.00 Org No. Responsible for Billing: 063 Funding Percentage: _____
 Payable Amount: \$750,000.00 Fixed Fee %: _____ Payment Code: Payable Federal %: 95
 Receivable Amount: _____ Overhead %: _____ Payment Cycle: Monthly State %: _____
 Amendment Amount: _____ Retention %: _____ Security Deposit: Yes No Local %: 5
 Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: _____ DBE Goal: _____
 Appr Unit: _____ Activity: _____ Object: _____ Job/Project: _____

Project Identification

Project ID No.: _____ Contract: _____
 EA No.: _____ Other: _____

Board Approval

Yes No Transportation BOE Meeting Date: _____ BOE Contract No.: _____
 Approved Date: _____ Agenda Item No.: _____
 Does the firm employ current or former State employees who have left State employment in the past two years? Yes No
 If yes, who, where did they work, and when did they leave?

Review Approval:

Asst. Director N/A
 Dist./Div. Head Kristina Origena
 Environmental N/A
 IT N/A
 Legal 12-11-17
 Proj. Actgng. Carrie Schuchhaizer
 Right of Way N/A

Final Distribution

Recipient:
Indy White - Design
Ruth Borrelli - R/W
Norfa Lanuza - Acctg.
April Pogue - Fin. Mgmt.
Thor Dyson - DII
Stephen Lani - Const.

Required docs to start process:

(to be completed by Admin Services)
 Summary Sheet (signed by Div. Head):
 Completed Form 2A:
 Electronic Draft of Agreement:
 Agree Services 12/17/17

Execution:

(to be completed by Admin Services)
 Do Not Pay (Federal only)
 NV Board of Engineers
 AGMM ANOT
 AGMT AGML
 Notice of Award Sent
 Tracking Log Updated
 Insurance Log Updated
 Date/Initials 12/18/17
 Verified 12/20/17 PK

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
I-580 MULTI USE PATH PROJECT

This Agreement is made and entered the 12th day of December, 2017, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City, acting by and through its Regional Transportation Commission, 3505 Butti Way, Carson City, NV, 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to ensure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to design, advertise, award, and manage construction of a multi-use pathway along the west side of I-580 as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Date Universal Numbering System (DUNS) Number 073787152 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Seven

Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$712,500.00).

4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of a submittal of such design and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To review all exceptions to AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over those utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.
11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
15. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
16. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in

accordance with applicable Federal requirements.

17. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

19. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

20. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

21. To review the CITY's as-built plans and to attend the CITY's final inspection of the PROJECT.

22. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award, and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY and/or DEPARTMENT standards. Landscaping and/or aesthetic treatments shall comply with the

DEPARTMENT's Landscape and Aesthetic Master Plan, and any applicable Landscape and Aesthetic Corridor Plans. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of such franchise agreements, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, the DEPARTMENT or the CITY.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, review meetings, and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation the of federal funds for construction.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions of such permit are consistent with the terms and conditions contained herein and to incorporate those permit terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions between the permit and this Agreement, those in this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to AASHTO design standards.

10. To require the CITY's contractor to provide a warranty period for not less than one year for plant establishment.

11. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any utility relocations and/or adjustments were completed in accordance with federal and state regulations. The CITY shall submit such certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice

to Proceed" from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

14. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual, and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

20. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

21. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and

Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

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

24. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

25. To accept maintenance responsibilities for the improvements consisting of the multi-use path and associated improvement constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

26. To complete and sign Attachment C – "Affidavit Required Under 23 USC Section 112(c) And 2 CFR Parts 180 and 1200 - Suspension or Debarment" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2021, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal

requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 75,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 60,000.00
Construction Costs	<u>\$ 605,000.00</u>

Total Estimated PROJECT Costs: \$ 750,000.00

Available Funding Sources:

Federal TAP Funds:	\$ 712,500.00
CITY Match Funds:	<u>\$ 37,500.00</u>

Total PROJECT Funding: \$ 750,000.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall

be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. 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: Tonia R. Andree, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E - mail: tandree@dot.nv.gov

FOR CITY: Robert D. Fellows, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89712
Phone: (775) 283-7370
Fax: (775) 887-2164
E - mail: rfellows@carson.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and

expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. 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 or CITY 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.

17. 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.

18. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

20. Except as otherwise expressly provided herein, all 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.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

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

23. 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.

24. 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, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

27. 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.

28. 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.

29. 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.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

32. This Agreement constitutes the entire agreement of the parties and as 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.

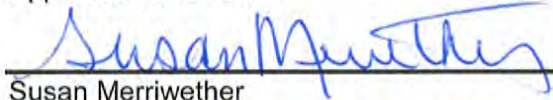
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation Commission



Lucia Maloney
Transportation Manager

Approved as to Form:



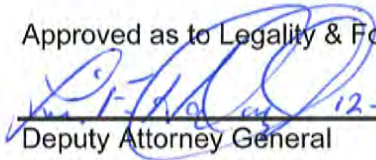
Susan Merriwether
City Clerk

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



Director

Approved as to Legality & Form:



Deputy Attorney General

12-11-2017

Attachment A

SCOPE OF WORK I-580 MULTI-USE PATH PROJECT

The project consists of the construction of approximately 4,200 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, revegetation and related improvements. The limits of the Project are west of I-580 from Route 6 Multi-use path south to Colorado Street as depicted on the drawing below.



Google earth

feet 5000
km 1



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

color, national origin, age or disability. Such action shall include: 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 apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of

Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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 such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
 - (1) The number of minority and non-minority group members and women in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
 COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

Notary Public, Judge or

(SEAL)
other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate 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 a Member of Congress in connection with the awarding 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s). Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER SUBCONTRACTOR INFORMATION
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____
 Project No(s): _____ Address: _____
 Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

REV. 09/13

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature Date

Telephone No. _____

REV. 09/13

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

REV. 09/13

Attachment C

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF Nevada
COUNTY OF Carson City } SS

I, Lucia Maloney (Name of party signing this affidavit and the Proposal Form) Transportation Manager (title), being duly sworn do depose and say: That City of Carson City

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

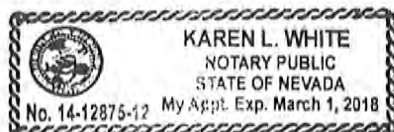
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Lucia Maloney
Signature
Transportation Manager
Title

Sworn to before me this 6th day of December, 20 17

(SEAL)



Karen L. White
Notary Public, Judge or other Official

Attachment D

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

(1) No Federal appropriate 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 a Member of Congress in connection with the awarding 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 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 such failure.

Lucia Maloney
Name (please type or print)

Lucia Maloney
Signature

Transportation Manager
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>	
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: February 12, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that A&K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to NRS Chapter 338, and whether to award Contract No. 19300081 to A&K Earth Movers, Inc. for construction of the I-580 Multi-Use Path to Colorado Street for a total not to exceed amount of \$1,030,700.

Staff Summary: The construction contract is for the base bid amount of \$937,000, plus a 10% contingency amount of \$93,700 to be funded from the Regional Transportation Fund, Capital Improvements Account. The engineer's estimate for construction was \$899,380.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on November 1, 2019. Five bids were opened at approximately 11:10 am on December 3, 2019, at 201 North Carson Street Suite 2, Carson City, NV 89701. Present during the bid opening were Jacob Zamora, A&K Earth Movers, Inc.; Ryan Kellogg, Burdick Excavating; April Arden, Herback General Engineering; Darcy Carpenter, Sierra Nevada Construction; Aaron Geddes, Granite Construction; Jeff Freeman, Kate Allen, Rob Fellows and Shyla Lemons, Carson City Public Works Department; and Carol Akers, Carson City Purchasing and Contracts Administrator.

	Base Bid
1. A&K Earth Movers, Inc.	\$937,000.00
2. Burdick Excavating Co., Inc.	\$956,616.00
3. Sierra Nevada Construction, Inc.	\$1,246,007.00
4. Herback General Engineering LLC	\$1,312,446.25
5. Granite Construction Company	\$1,546,546.00

Staff recommends award to A&K Earth Movers, Inc., as the lowest responsive and responsible bidder.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation Fund, Capital Improvements Account - Project# P303518003/2503035 507010.

Is it currently budgeted? Yes No

If approved, Project# P303518003 funding will be reduced by no more than \$1,030,700 and reimbursed with federal funds at a rate of 95%. There is currently \$678,695 budgeted and available for the project (augmented at the February 6th meeting). The previous agenda item, if approved, will provide additional funding from NDOT for the project.

Alternatives

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

Supporting Material

-Exhibit-1: Bid Tab

-Exhibit-2: Draft Contract No. 19300081

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 19300081 I-580 Multi-Use Path

Date and Time of Opening: December 3, 2019 @ 11:10am

Description				Bidder # 1		Bidder # 2		Bidder #3	
				A&K Earth Movers, Inc.		Burdick Excavating Company, Inc.		Sierra Nevada Construction, Inc.	
BONDING Provided, \$, %, or no				5%		5%		5%	
BIDDER acknowledges receipt addendums				Y		Y		Y	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$37,775.00	\$37,775.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
2	Traffic Control NDOT	1	LS	\$15,365.00	\$15,365.00	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00
3	Stormwater Protection SWPPP	1	LS	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
4	Demo & Remove Existing AC Pavement	870	SF	\$4.00	\$3,480.00	\$2.30	\$2,001.00	\$6.00	\$5,220.00
5	Demo & Remove Existing Concrete Curb, Gutters & Sidewalk	900	SF	\$3.90	\$3,510.00	\$2.29	\$2,061.00	\$6.00	\$5,400.00
6	Demo & Salvage Existing 6' Chain Link Fence/gate	650	LF	\$21.00	\$13,650.00	\$9.00	\$5,850.00	\$10.00	\$6,500.00
7	Demo & Remove PCC Barrier Rail & Salvage End Treatment	175	LF	\$40.00	\$7,000.00	\$21.92	\$3,836.00	\$100.00	\$17,500.00
8	3" Depth Clear & Grub	1	LS	\$14,800.00	\$14,800.00	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00
9	Relocate Existing Pullboxes	10	EA	\$950.00	\$9,500.00	\$1,200.00	\$12,000.00	\$880.00	\$8,800.00
10	Reuse and/or Replace Existing Conductor Wires	2500	LF	\$6.40	\$16,000.00	\$6.77	\$16,925.00	\$6.00	\$15,000.00
11	Headwall w/ Handrail	1	EA	\$16,600.00	\$16,600.00	\$8,800.00	\$8,800.00	\$12,500.00	\$12,500.00
12	Type 2 Drop Inlet	1	EA	\$4,400.00	\$4,400.00	\$3,800.00	\$3,800.00	\$7,500.00	\$7,500.00
13	Type 2 Drop Inlet with Trench Drain	2	EA	\$8,800.00	\$17,600.00	\$7,700.00	\$15,400.00	\$14,000.00	\$28,000.00
14	Trench Drain with Type 2 Inlet Junction Box	25	LF	\$540.00	\$13,500.00	\$550.00	\$13,750.00	\$865.00	\$21,625.00
15	15" RCP class 3, tongue & groove Storm Drain Pipe	80	LF	\$102.00	\$8,160.00	\$130.00	\$10,400.00	\$110.00	\$8,800.00
16	Regrade V-Ditch along Freeway	572	LF	\$17.50	\$10,010.00	\$15.00	\$8,580.00	\$11.00	\$6,292.00
17	Earthwork cut & Fill	1	LS	\$69,000.00	\$69,000.00	\$110,000.00	\$110,000.00	\$114,415.00	\$114,415.00
18	4" PCC Sidewalk on 4" Aggregate Base on Fairview	425	SF	9.6	\$4,080.00	20	\$8,500.00	\$18.00	\$7,650.00
19	Pedestrian Ramp with Truncated Domes on Fairview	500	SF	18	\$9,000.00	30	\$15,000.00	\$28.50	\$14,250.00
20	Pedestrian Ramp with Truncated Domes on Colorado	200	SF	25	\$5,000.00	30	\$6,000.00	\$28.50	\$5,700.00
21	4" PCC Sidewalk on 4" Aggregate Base on Colorado	80	SF	12	\$960.00	30	\$2,400.00	\$18.00	\$1,440.00
22	Plantmix Bituminous Pavement Roadway Patch, Type 3 Aggregate, PG 64-28 NV, 5 inches thick on 8 inches Type 2 Aggregate Base	970	SF	9.5	\$9,215.00	12	\$11,640.00	\$20.00	\$19,400.00
23	Plantmix Bituminous Pavement Path, Type 3 Aggregate, PG 64-28 NV, 3 inches thick on 6 inches Type 2 Aggregate Base and Type 2 Aggregate Base Shoulders	44000	SF	3.9	\$171,600.00	3.89	\$171,160.00	\$6.00	\$264,000.00
24	Irrigation Modifications & 4" Sleeve	1	LS	3600	\$3,600.00	500	\$500.00	\$2,000.00	\$2,000.00
25	Collapsible Bollards	9	EA	2300	\$20,700.00	1500	\$13,500.00	\$2,000.00	\$18,000.00
26	PCC Type B Barrier with Chainlink Fence	2383	LF	135	\$321,705.00	106	\$252,598.00	\$175.00	\$417,025.00
27	4"-10" Rip-Rap Class 150	11500	SF	5	\$57,500.00	7	\$80,500.00	\$5.00	\$57,500.00
28	6-ft High Chainlink Fence	625	LF	40	\$25,000.00	40	\$25,000.00	\$42.00	\$26,250.00
29	Cable Fence	34	LF	300	\$10,200.00	240	\$8,160.00	\$245.00	\$8,330.00
30	Relocate Existing Boulder	1	EA	950	\$950.00	250	\$250.00	\$100.00	\$100.00
31	Striping & Pavement Markings	1	LS	2800	\$2,800.00	1975	\$1,975.00	\$2,500.00	\$2,500.00
32	Sign(s) with post & anchor	14	EA	660	\$9,240.00	775	\$10,850.00	\$615.00	\$8,610.00
33	Sign(s) on existing post	2	EA	450	\$900.00	525	\$1,050.00	\$500.00	\$1,000.00
34	Relocate sign(s) with post & anchor	1	EA	300	\$300.00	1200	\$1,200.00	\$450.00	\$450.00
35	Raise existing Sign(s) & new post(s)	2	EA	2300	\$4,600.00	925	\$1,850.00	\$550.00	\$1,100.00
36	Revegetation	21000	SF	0.3	\$6,300.00	0.48	\$10,080.00	\$0.15	\$3,150.00
Total Bid Price (Schedule A)					\$937,000.00		\$956,616.00		\$1,246,007.00
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					Y		Y		Y
Bid Document executed? y/n					Y		Y		Y

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

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

Notice to Contractors Bid# 19300081 I-580 Multi-Use Path

Date and Time of Opening: December 3, 2019 @ 11:10am

Description			Bidder # 4		Bidder # 5		Bidder #6	
			Herback General Engineering LLC		Granite Construction Company			
BONDING Provided, \$, %, or no			5%		5%			
BIDDER acknowledges receipt addendums			Y		Y			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	1	LS	\$82,983.00	\$82,983.00	\$126,215.00	\$126,215.00	\$0.00
2	Traffic Control NDOT	1	LS	\$20,822.00	\$20,822.00	\$50,000.00	\$50,000.00	\$0.00
3	Stormwater Protection SWPPP	1	LS	\$20,946.00	\$20,946.00	\$25,000.00	\$25,000.00	\$0.00
4	Demo & Remove Existing AC Pavement	870	SF	\$3.30	\$2,871.00	\$9.30	\$8,091.00	\$0.00
5	Demo & Remove Existing Concrete Curb, Gutters & Sidewalk	900	SF	\$3.30	\$2,970.00	\$6.30	\$5,670.00	\$0.00
6	Demo & Salvage Existing 6' Chain Link Fence/gate	650	LF	\$11.50	\$7,475.00	\$8.00	\$5,200.00	\$0.00
7	Demo & Remove PCC Barrier Rail & Salvage End Treatment	175	LF	\$58.00	\$10,150.00	\$41.00	\$7,175.00	\$0.00
8	3" Depth Clear & Grub	1	LS	\$16,684.00	\$16,684.00	\$20,000.00	\$20,000.00	\$0.00
9	Relocate Existing Pullboxes	10	EA	\$616.00	\$6,160.00	\$879.00	\$8,790.00	\$0.00
10	Reuse and/or Replace Existing Conductor Wires	2500	LF	\$4.16	\$10,400.00	\$6.00	\$15,000.00	\$0.00
11	Headwall w/ Handrail	1	EA	\$11,203.00	\$11,203.00	\$11,600.00	\$11,600.00	\$0.00
12	Type 2 Drop Inlet	1	EA	\$3,845.00	\$3,845.00	\$8,300.00	\$8,300.00	\$0.00
13	Type 2 Drop Inlet with Trench Drain	2	EA	\$11,456.00	\$22,912.00	\$15,000.00	\$30,000.00	\$0.00
14	Trench Drain with Type 2 Inlet Junction Box	25	LF	\$408.00	\$10,200.00	\$850.00	\$21,250.00	\$0.00
15	15" RCP class 3, tongue & groove Storm Drain Pipe	80	LF	\$68.00	\$5,440.00	\$140.00	\$11,200.00	\$0.00
16	Regrade V-Ditch along Freeway	572	LF	\$8.00	\$4,576.00	\$5.00	\$2,860.00	\$0.00
17	Earthwork cut & Fill	1	LS	\$43,000.00	\$43,000.00	\$180,000.00	\$180,000.00	\$0.00
18	4" PCC Sidewalk on 4" Aggregate Base on Fairview	425	SF	\$12.00	\$5,100.00	\$16.00	\$6,800.00	\$0.00
19	Pedestrian Ramp with Truncated Domes on Fairview	500	SF	\$15.80	\$7,900.00	\$23.00	\$11,500.00	\$0.00
20	Pedestrian Ramp with Truncated Domes on Colorado	200	SF	\$15.80	\$3,160.00	\$26.00	\$5,200.00	\$0.00
21	4" PCC Sidewalk on 4" Aggregate Base on Colorado	80	SF	\$12.00	\$960.00	\$16.00	\$1,280.00	\$0.00
22	Plantmix Bituminous Pavement Roadway Patch, Type 3 Aggregate, PG 64-28 NV, 5 inches thick on 8 inches Type 2 Aggregate Base	970	SF	\$10.75	\$10,427.50	\$18.00	\$17,460.00	\$0.00
23	Plantmix Bituminous Pavement Path, Type 3 Aggregate, PG 64-28 NV, 3 inches thick on 6 inches Type 2 Aggregate Base and Type 2 Aggregate Base Shoulders	44000	SF	\$4.31	\$189,640.00	\$7.75	\$341,000.00	\$0.00
24	Irrigation Modifications & 4" Sleeve	1	LS	\$685.00	\$685.00	\$1,500.00	\$1,500.00	\$0.00
25	Collapsible Bollards	9	EA	\$1,745.00	\$15,705.00	\$750.00	\$6,750.00	\$0.00
26	PCC Type B Barrier with Chainlink Fence	2383	LF	\$274.00	\$652,942.00	\$210.00	\$500,430.00	\$0.00
27	4"-10" Rip-Rap Class 150	11500	SF	\$7.18	\$82,570.00	\$5.00	\$57,500.00	\$0.00
28	6-ft High Chainlink Fence	625	LF	\$40.15	\$25,093.75	\$37.00	\$23,125.00	\$0.00
29	Cable Fence	34	LF	\$212.00	\$7,208.00	\$275.00	\$9,350.00	\$0.00
30	Relocate Existing Boulder	1	EA	\$240.00	\$240.00	\$600.00	\$600.00	\$0.00
31	Striping & Pavement Markings	1	LS	\$2,688.00	\$2,688.00	\$1,900.00	\$1,900.00	\$0.00
32	Sign(s) with post & anchor	14	EA	\$670.00	\$9,380.00	\$925.00	\$12,950.00	\$0.00
33	Sign(s) on existing post	2	EA	\$445.00	\$890.00	\$350.00	\$700.00	\$0.00
34	Relocate sign(s) with post & anchor	1	EA	\$280.00	\$280.00	\$1,600.00	\$1,600.00	\$0.00
35	Raise existing Sign(s) & new post(s)	2	EA	\$4,425.00	\$8,850.00	\$1,600.00	\$3,200.00	\$0.00
36	Revegetation	21000	SF	\$0.29	\$6,090.00	\$0.35	\$7,350.00	\$0.00
Total Bid Price (Schedule A)					\$1,312,446.25	\$1,546,546.00	\$0.00	
Total Bid Price written in words? y/n					Y	Y		
Bidder Information provided? y/n					Y	Y		
Sub Contractors listed? y/n or none					Y	Y		
Bid Document executed? y/n					Y	Y		

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

THIS CONTRACT made and entered into this 12th day of February, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and A&K Earth Movers, Inc., hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

WHEREAS, this Contract involves a “public work,” which pursuant to NRS 338.010(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. 19300081**, titled **I580 Multi-Use Path** (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.19300081 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Kevin Atkins, Secretary
A&K Earth Movers, Inc.
12251 Truckee Canyon Court
Spark, NV 89434
775-825-1636
Katkins@akearthmovers.com

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

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

5. COMPENSATION:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Nine Hundred Thirty Seven Thousand Dollars and 00/100 (\$937,000.00).

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
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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:

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required

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evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

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

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

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and

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having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any 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.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 19300081
Title: I-580 Multi-Use Path**

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Attn: Carol Akers
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

**Contract# 19300081
Project# P303518003
Account# 2503035 507010**

By: _____

Dated _____

PROJECT CONTACT PERSON:

Robb Fellows, Project Manager
Telephone: 775-283-7370

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

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

CONTRACTOR

BY: Kevin Atkins

TITLE: Secretary

FIRM: A&K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 00004382

NEVADA CONTRACTORS LICENSE #: 0024548

Address: 12251 Truckee Canyon Court

City: Sparks

State: NV

Zip Code: 89434

Telephone: 775-825-1636

E-mail Address: katkins@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300081
Title: I-580 Multi-Use Path

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of February 12, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300081** and titled **I-580 Multi-Use Path**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 12th day of February, 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 12th day of February, 2020

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID #19300081** and titled **I-580 Multi-Use Path** 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 # 19300081** and titled **I-580 Multi-Use Path**

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

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 19300081** and titled **I-580 Multi-Use Path** 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 A & K Earth Movers, Inc., as "Principal," and Great American Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of ***five percent of attached bid*** dollars (\$ ***5%***) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 19300081, PWP # CC-2020-046, for the Project Title: I-580 Multi-Use Path.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: 11/11/2019

A & K Earth Movers, Inc.
Principal
By: Kevin Atkins
Kevin Atkins, Secretary

Great American Insurance Company
Surety
By: Cassandra Medina
Cassandra Medina, Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 21257

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA MARIE CANTLON		
CASSANDRA MEDINA		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **JANUARY** 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **24TH** day of **JANUARY** 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **11th** day of **November**, 2019.



Steph L. C. B.
Assistant Secretary

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

A & K EARTH MOVERS INC.

C1449-1965

NAME OF CORPORATION



100102

FORTHE FILING PERIOD OF **SEP, 2014** TO **SEP, 2015**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (if filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number
	20150280893-48
	Filing Date and Time
	06/23/2015 11:42 AM
	Entity Number
	C1449-1965

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 30 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: **NRS 76.020 Exemption Codes**
 001 - Governmental Entity
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

This corporation is a publicly traded corporation. The Central Index Key number is:

This publicly traded corporation is not required to have a Central Index Key number.

NAME KELLY BART HIATT	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME KEVIN ATKINS	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 10405 PALM SPRINGS DRIVE , USA	CITY STATE ZIP CODE SPARKS NV 89441
NAME SHARON J REAM	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME MICHAEL A HIATT	TITLE(S) DIRECTOR
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 238.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X SHARON REAM
Signature of Officer or Other Authorized Signature

Title **TREASURER** Date **6/23/2015 11:42:02 AM**

Nevada Secretary of State List Profit
 Revised: 1-5-15

<u>Supplier Name</u>	<u>City</u>	<u>State</u>	<u>Contact Name</u>	<u>Email</u>	<u>Phone</u>
ACCU Grading & Paving	Las Vegas	NV	Todd Harper	todd@accugandp.com	(702) 643-5464
Acha Construction LLC	Elko	NV	Todd Schwandt	acha.todd@gmail.com	(775) 777-3575
American Pavement Preservation	Las Vegas	NV			(702) 507-5444
American Southwest Electric	Las Vegas	NV			(702) 643-2900
Artistic Fence Company, Inc.	Reno	NV	Donn Simons	donn@artisticfence.com	(775) 786-6002
Aspen developers Corp	Reno	NV	Eric Luster	eric@aspensdevs.com	(775) 786-3310
BidJudge.com	Higley	AZ	Raylan	nv@bidjudge.com	(602) 456-2439
Campbell Construction Company, Inc.	Reno	NV			(775) 677-9111
ConstructConnect	Cincinnati	OH			(800) 364-2059
Construction Publishing	Felton	CA	Sherrri Schweickert	sherrri@constructionbidsources.com	(888) 786-9450
Contech Bridge Solutions	El Mirage	AZ			(602) 377-5347
Corpro Companies, Inc.	Santa Fe Springs	CA			(562) 944-1636
Dodge Data and Analytics	Arlington	TX	Scan Dept	dodge.docs@construction.com	(817) 437-5529
FW Carson Co	Incline Village	NV			(775) 831-5008
Herback General Engineering	Minden	NV	Cassie Crosby	ccrosby@herback.net	(775) 267-6800
Hydro Conduit dba Rinker Materials	Henderson	NV	Mario F Ramirez	MarioF.Ramirez@rinkerpipe.com	(702) 565-8721
jtrow32	Reno	NV			(775) 284-7271
Kelley Erosion Control, Inc.	Reno	NV	Claudia Chambers	darcy@kelleyerosioncontrol.com	(775) 322-7755
Knight & Leavitt Associates, Inc.	Las Vegas	NV	Richard Holly	rholly@klaenv.com	(702) 897-2628
Legends Landscaping	Sparks	NV	Carrie cowan	carrie@legendslandscaping.com	(775) 829-2468
MKD Construction	Mound House	NV			(775) 246-1900
NVNJ Construction Group, INC	Las Vegas	NV	John Kovacs	johndiamondconstruction@yahoo.com	(702) 560-7003
Powerhouse Construction Inc	Reno	NV	Luis Martinez	admin@powerhousereno.com	(775) 324-6999
RFx Analyst, Inc.	Dover	DE			(302) 244-5650
Ross Co Construction Inc	Las Vegas	NV			(702) 656-0812
Rowley Contracting, Inc.	Las Vegas	NV	Priscila Rowley	priscila@rowleycontracting.com	(702) 575-3433
SIERRA CONTRACTORS SOURCE	RENO	NV	Jana Higgins	SIERRASOURCE@SCSPLANROOM.COM	(775) 329-7222
Sierra Nevada Construction, Inc.	Sparks	NV	Chief Estimator	bids@snc.biz	(775) 355-0420
Slaten Construction, Inc.	Reno	NV	John Slaten	john@slatenconstruction.com	(630) 330-3772
Soil-Tech	Las Vegas	NV			(702) 873-2023
Southern Nevada LMCC	Henderson	NV			(702) 952-5216
Team Construction Management, Inc.	Las Vegas	NV			(702) 840-9000
V & C Construction, Inc.	MINDEN	NV	MARTIN LOUCH	vcconstructioninc@yahoo.com	(775) 267-1967
workers llc	norwich	CT			(959) 929-4059

A & K EARTH MOVERS, INC.

ATTACHMENT TO SPECIAL MEETING OF BOARD OF DIRECTORS, JUNE 4, 2015

THIS ATTACHMENT IS MADE PURSUENT TO AN EMAIL MEETING OF THE BOARD OF DIRECTORS OF A & K EARTH MOVERS, INC. ON JUNE 4, 2015.

THE PURPOSE OF THE MEETING WAS AS OUTLINED BY PRESIDENT K. BART HIATT, TO MOTION AND VOTE ON THE DELETION OF SCOTT R. HIATT AS CORPORATE SECRETARY AND TO INSTALL KEVIN ATKINS AS CORPORATE SECRETARY. KEVIN ATKINS IS TO ALSO BE GIVEN CORPORATE BANK ACCOUNT SIGNATORY AUTHORITY TO BE USED IN THE ABSENCE OF ANY OWNERS AS NECESSARY.

ALSO AGREED AT THIS MEETING WAS FOR K. BART HIATT TO RENEW HIS CORPORATE SIGNATURE STAMP TO BE SIGNED OUT TO THE PAYROLL ADMINISTRATOR FOR USE ON PAYROLL WRITTEN CHECKS ONLY IN THE ABSENCE OF ANY SIGNERS FOR PAYROLL ON PAYROLL PROCESSING DAY, WHICH CURRENTLY IS WEDNESDAY OF EACH WEEK. THE PROCEDURE FOR USE OF THE SIGNATURE STAMP ON PAYROLL CHECKS IS TO BE TO SEND AN EMAIL TO THE PRESIDENT AND CFO RELAYING THE CHECK SEQUENCE NUMBER OF THE STAMPED CHECKS WHEN THE STAMP HAS BEEN USED. PAYROLL WILL ALSO ARCHIVE THIS EMAIL IN THE COMPANY PAYROLL ACCOUNTING ARCHIVES.

THE ATTACHED MOTION WAS MADE BY MICHAEL A. HIATT, DIRECTOR AND VICE RESIDENT ON JUNE 4, 2015.

THE ATTACHED VOTES, ALL YEAH AND NO NAY, WERE RECORDED FROM JUNE 4-6, 2015. KEVIN ATKINS WAS LEGALLY INSTALLED AS CORPORATE SECRETARY ON JUNE 23, 2015 BY AMENDMENT TO THE CORPORATE FILINGS ON RECORD WITH THE SECRETARY OF STATE OF NEVADA, RECORDING ALSO ATTACHED.

WITH NO OTHER PENDING BUSINESS, THE ONLINE MEETING WAS ADJOURNED.


SUBMITTED BY SHARON J. REAM, TREASURER

JUNE 24, 2015

From: Sharon Ream
To: "Lyle R. Kibbe"; "Bart Hiatt"; "Scott Hiatt"; "Mike Hiatt"
Subject: RE: BOD Meeting
Date: Friday, June 05, 2015 8:34:04 AM

I vote yes. *SSR* As soon as all votes are tallied, I will start the process of changing with Secretary of State from Scott as Secretary to Kevin as Secretary. I will work on this next week while in Fallon.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
Prairie3@msn.com

208-599-2777 Home Office
775-423-6085 Fallon Office

-----Original Message-----

From: Lyle R. Kibbe [mailto:kibbe@akearthmovers.com]
Sent: Friday, June 05, 2015 7:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes *LK*

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Bart Hiatt
To: Sharon J. Ream
Subject: Re: Vote on Kevin Atkins as Secretary
Date: Tuesday, June 09, 2015 8:38:39 AM

Yes on Kevin

KBH

Sent from my iPhone

On Jun 9, 2015, at 7:17 AM. "Sharon Ream" <prairie3@msn.com<mailto:prairie3@msn.com>> wrote:

I have received everyone's vote except for Bart. All in favor, none opposed. Bart please send your vote.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
prairie3@msn.com<mailto:prairie3@msn.com>

208-599-2777 Home Office
775-423-6085 Fallon Office

<image001.jpg>

BID PROPOSAL

BID # 19300081

BID TITLE: "I-580 Multi-Use Path Project"

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

PRICES will be valid for ninety (90) 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.**

Memo #1 11/04/2019; Addendums #1 11/22/2019, #2 11/25/2019, #3 11/26/2019

BIDDER acknowledges receipt of _____ Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS	\$37,775.00	\$37,775.00
2	Traffic Control NDOT	1	LS	15,365.00	15,365.00
3	Stormwater Protection SWPPP	1	LS	13,000.00	13,000.00
4	Demo & Remove Existing AC Pavement	870	SF	4.00	3,480.00
5	Demo & Remove Existing Concrete Curb, Gutters & Sidewalk	900	SF	3.90	3,510.00
6	Demo & Salvage Existing 6' Chain Link Fence/gate	650	LF	21.00	13,650.00
7	Demo & Remove PCC Barrier Rail & Salvage End Treatment	175	LF	40.00	7,000.00
8	3" Depth Clear & Grub	1	LS	14,800.00	14,800.00
9	Relocate Existing Pullboxes	10	EA	950.00	9,500.00
10	Reuse and/or Replace Existing Conductor Wires	2,500	LF	6.40	16,000.00
11	Headwall w/ Handrail	1	EA	16,600.00	16,600.00
12	Type 2 Drop Inlet	1	EA	4,400.00	4,400.00
13	Type 2 Drop Inlet with Trench Drain	2	EA	8,800.00	17,600.00
14	Trench Drain with Type 2 Inlet Junction Box	25	LF	540.00	13,500.00
15	15" RCP class 3, tongue & groove Storm Drain Pipe	80	LF	102.00	8,160.00
16	Regrade V-Ditch along Freeway	572	LF	17.50	10,010.00
17	Earthwork cut & Fill	1	LS	69,000.00	69,000.00
18	4" PCC Sidewalk on 4" Aggregate Base on Fairview	425	SF	9.60	4,080.00
19	Pedestrian Ramp with Truncated Domes on Fairview	500	SF	18.00	9,000.00
20	Pedestrian Ramp with Truncated Domes on Colorado	200	SF	25.00	5,000.00
21	4" PCC Sidewalk on 4" Aggregate Base on Colorado	80	SF	12.00	960.00

BID PROPOSAL

22	Plantmix Bituminous Pavement Roadway Patch, Type 3 Aggregate, PG 64-28 NV, 5 inches thick on 8 inches Type 2 Aggregate Base	970	SF	9.50	9,215.00
23	Plantmix Bituminous Pavement Path, Type 3 Aggregate, PG 64-28 NV, 3 inches thick on 6 inches Type 2 Aggregate Base and Type 2 Aggregate Base Shoulders	44,000	SF	3.90	171,600.00
24	Irrigation Modifications & 4" Sleeve	1	LS	3,600.00	3,600.00
25	Collapsible Bollards	9	EA	2,300.00	20,700.00
26	PCC Type B Barrier with Chainlink Fence	2,383	LF	135.00	321,705.00
27	4"-10" Rip-Rap Class 150	11,500	SF	5.00	57,500.00
28	6-ft High Chainlink Fence	625	LF	40.00	25,000.00
29	Cable Fence	34	LF	300.00	10,200.00
30	Relocate Existing Boulder	1	EA	950.00	950.00
31	Striping & Pavement Markings	1	LS	2,800.00	2,800.00
32	Sign(s) with post & anchor	14	EA	660.00	9,240.00
33	Sign(s) on existing post	2	EA	450.00	900.00
34	Relocate sign(s) with post & anchor	1	EA	300.00	300.00
35	Raise existing Sign(s) & new post(s)	2	EA	2,300.00	4,600.00
36	Revegetation	21,000	SF	0.30	6,300.00
BP.2	Total Base Bid Price (Schedule A)				\$937,000.00

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

Nine hundred thirty-seven thousand dollars and no cents

BP.4 BIDDER INFORMATION:

Company Name: A & K Earth Movers, Inc.
Federal ID No & DUNS No.: 88-0097157 DUNS No: 041322256
Mailing Address: 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Complete Telephone Number: 775-825-1636
Complete Fax Number: 775-825-6171
Fax Number including area code: 775-825-6171
E-mail: katkins@akearthmovers.com

Contact Person / Title: Kevin Atkins / Secretary
Mailing Address: 12251 Truckee Canyon Court
City, State, Zip Code: Sparks, NV 89434

BID PROPOSAL

Exhibit A

City, State, Zip Code: Sparks, NV 89434
Complete Telephone Number: 775-825-1636
Complete Fax Number: 775-825-6171
E-mail Address: katkins@akearthmovers.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0024548
License Classification(s): Class A, General Engineering
Limitation(s) of License: Unlimited
Date Issued: April 8, 1987
Date of Expiration: 04/30/2020
Name of Licensee: A & K Earth Movers, Inc.
Carson City Business License Number: 19-00004382
Date Issued: December 4, 2018
Date of Expiration: December 31, 2019
Name of Licensee: A & K Earth Movers, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Not Applicable
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:

BID PROPOSAL

Name
Other 2) Title:
Name:

Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: September 2, 1965
Name of Corporation: A & K Earth Movers, Inc.
Mailing Address 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Telephone Number: 775-423-6085
President's Name: K. Bart Hiatt
Vice-President's Name: Director: Scott R. Hiatt
Other 1) Name & Title: Kevin Atkins, Secretary Sharon J. Ream, Treasurer

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Kevin Atkins	Five

Title 1) Construction Manager

Name 2) Richard Silva	Over Forty
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Title 2) Field Superintendent

Name 3) Tanner Hiatt	Fifteen
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Title 3) Project Manager

Name 4) Jerry Giovanetti	Ten
--------------------------	-----

Title 4) Senior Job Superintendent

BID PROPOSAL

Exhibit A

Name 5) Larry Giovanetti	Twenty-Nine
--------------------------	-------------

Title 5) Paving Superintendent

Name 6) Anthony Murillo	One
-------------------------	-----

Title 6) Safety Officer

(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 ATTACHMENT BP-7A
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:

REFERENCES	
Sierra Vista Lane	Restoration, Resurfacing, Rehabilitation and Reconstruction of roadway including widening, grading, drainage improvements, and asphalt concrete pavement.
Federal Highway Administration	12300 W. Dakota Ave. Suite 360, Lakewood, CO
Contract Amount: \$3,103,543.00	Year Completed: 2018
East Williams Shared Use Path	Approximately 12,500 SF of concrete path, curb and gutter, asphalt concrete patching, drainage pipe, electrical conduit, ramps, striping and signage.
Carson City Public Works	3505 Butti Way, Carson City, NV
Contract Amount: \$225,145.00	Year Completed: 2016
NDOT Q2-365-18-251 Stead Railroad	Repair erosion damage, excavate and reestablish drainage ditches, create a drainage basin, remove D.I. and replace with metal end section
NDOT	1263 S. Stewart St. Carson City, NV
Contract Amount: \$137,000.00	Year Completed: 2019
Bella Vista Ranch, all phases	Subdivision: Mass grading, underground utilities, dry utilities (electric conduits, gas main, telephone conduit, etc.), aggregate base, concrete, ac paving, walking paths, striping and signage
Toll Brothers	9433 Double Diamond Parkway #3, Reno, NV
Contract Amount: \$22,242,252.00	Year Completed: 2018

Contact Gloria Williams (Gwilliams@AKEarthmovers.com) if you should require more detailed information.

BID PROPOSAL

Exhibit A

Company Name 3): SEE ATTACHMENT BP-7A
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:

BID PROPOSAL

Exhibit A

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

Kevin Atkins

Printed Name

Secretary

Title

12/2/2019

Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2017	1.11	4.60
2018	1.13	6.81

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 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 A & K Earth Movers, Inc	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
Name of Subcontractor Tholl Fence, Inc.	Address 800 Glendale Ave., Sparks, NV 89432	
Phone 775-358-8680	NV Contractor License # 5493A DUNS# 034966671	Limit of License Unlimited
Description of work Fencing		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
Name of Subcontractor K & B Transportation	Address PO Box 50052, Sparks, NV 89435	
Phone 775-331-5152	NV Contractor License # N/A DUNS# 037609455	Limit of License N/A
Description of work Trucking, Water Truck		
Name of Subcontractor Surface Prep & Maintenance	Address 4430 Bennie Lane, Reno, NV 89512	
Phone 775-823-7885	NV Contractor License # 0077645 DUNS# 078672183	Limit of License \$1,500,000.00
Description of work Striping & Signage		
Name of Subcontractor F3 & Associates, Inc.	Address 2415 Pyramid Way, Unit B, Sparks, NV 89431	
Phone 775-451-7255	NV Contractor License # N/A DUNS# 172210309	Limit of License N/A
Description of work Surveying		
Name of Subcontractor Titan Electrical	Address PO Box 18202, Reno, NV 89511	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 011493217	Limit of License Unlimited
Description of work Electrical		

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 Kelley Erosion Control, Inc.		Address 2395 B Tampa Street, Reno, NV 89512	
Phone 775-322-7755	NV Contractor License # 0039951 DUNS# 147542658	Limit of License \$2,500,000.00	
Description of work Revegetation			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			

BP.13

BID PROPOSAL

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

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

Business name and address of the contractor making payment:	CONTRACT NUMBER: _____
-------------------------------------------------------------	------------------------

	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					

Signature of authorized representative of the contractor	Title of person signing	Date Submitted
----------------------------------------------------------	-------------------------	----------------

The contractor attests that the information provided is accurate.

BID PROPOSAL

Exhibit A

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin Atkins (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "I-580 Multi-Use Path **Project**", contract number **19300081**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Kevin Atkins

TITLE: Secretary

FIRM: A & K Earth Movers, Inc.

Address: 515 Windmill Drive

City, State, Zip: Fallon, NV 89406

Telephone: 775-825-1636

Fax: 775-825-6171

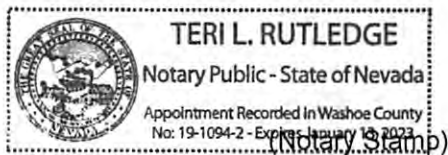
E-mail Address: katkins@akearthmovers.com

Kevin Atkins
(Signature of Bidder)

DATED: 12/2/2019

Signed and sworn (or affirmed) before me on this 2nd day of December, 2019, by Kevin Atkins

Teri L Rutledge
(Signature of Notary)



DBE Information
Completed Form Required

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
3D Concrete PO Box 458 Battle Mountain, NV 89820	775-635-5188	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
American Ready Mix 1475 E. Greg Street, Sparks, NV 89431	775-786-4773	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Harris Rebar Northern California, Inc. 70 Linehan Road, Carson City, NV 89706	775-246-8622	0047749	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Intermountain Slurry Seal, Inc. 1120 Terminal Way, Reno, NV 89502	775-358-1355	0023657	Unlimited	Yes	<input checked="" type="radio"/>	Yes	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Jensen Precast 625 Bergin Way, Sparks, NV 89431	775-359-6200	0042231	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
K & B Transportation, LLC P.O. Box 50052, Sparks, NV 89435	775-331-5152	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Kelley Erosion Control, Inc. 2395 B Tampa Street, Reno, NV 89512	775-322-7755	0039951	\$2,500,000	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Nevada Barricade & Sign Co., Inc. 975 Industrial Way, Sparks, NV 89431	775-355-6755	0052315	Unlimited	Yes	<input checked="" type="radio"/>	Yes	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Rinker Materials 999 Marietta Way, Sparks, NV 89431	775-358-4430	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Soil Tech, Inc. 2090 Kleppe Lane Suite #C, Sparks, NV 89431	775-324-5547	0033450	Unlimited	Yes	<input checked="" type="radio"/>	Yes	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Surface Prep & Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	0077645	\$1,500,000	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>
Tholl Fence, Inc. 800 Glendale Ave., Sparks, NV 89432	775-358-8680	0005493A	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input checked="" type="radio"/>

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
Titan Construction Supply 250 Edison Way, Reno, NV 89502	775-351-2201	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Tahoe Western Asphalt 8013 US Hwy 50 E, Carson City, NV 89701	775-309-7176	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Western Nevada Supply 950 South Rock Blvd. Sparks, NV 89431	775-359-5800	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Tungsten Engineering, LLC 18214 Wedge Pkwy #2044, Reno, NV 89511	775-686-6917	0083556	\$1,000,000	Yes	<input checked="" type="radio"/>	<input checked="" type="radio"/>	No	Yes	<input checked="" type="radio"/>
F3 & Associates, Inc. 2415 Pyramid Way, Unit B, Sparks, NV 89431	775-451-7255	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	Yes	<input checked="" type="radio"/>
Cinderlite Trucking 1665 S. Sutro Terrace, Carson City, NV 98706	775-882-4483	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Lumos & Associates 308 N. Curry Street Suite 200, Carson City, NV 89703	775-883-7077	N/A	N/A	Yes	<input checked="" type="radio"/>	Yes	<input checked="" type="radio"/>	Yes	<input checked="" type="radio"/>
Titan Electrical PO Box 18202, Reno, NV 89511	775-857-4500	69814	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input checked="" type="radio"/>	Yes	<input checked="" type="radio"/>
				Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
				Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
				Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
				Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.:

Contractor: A & K Earth Movers, Inc.

Project No(s): P303518003

Address: 515 Windmill Drive, Fallon, NV 89406

Total Bid Amount \$ \$937,000.00

Contract DBE Goal: 4 %.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
K & B Transportation, LLC P.O. Box 50052, Sparks, NV 89435	775-331-5152	#3, #22, #23, #27	\$16,154.00	NV20235691NUCP	Trucking, Water Truck
Surface Prep & Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	#31, #32, #33, #34, #35	\$15,950.00	NV20365401NUCP	Striping and Signage
Kelley Erosion Control, Inc. 2395 B Tampa Street, Reno, NV 89512	775-322-7755	#1, #36	\$ 5,376.00	NV20148408NUCP	Revegetation
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:			\$37,480.00		

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Not Applicable						
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:				N/A		

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B):** \$ 37,480.00

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 4.0 %


 Contractor's Signature Kevin Atkins 12/3/2019
 Date

*DBEs must be certified by the Nevada Unified Certification Program.

Telephone No. 775-825-1636

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.:

Contractor: A & K Earth Movers, Inc.

Project No(s): P303518003

Address: 515 Windmill Drive, Fallon, NV 89406

Total Bid Amount \$ 937,000.00

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 through and including #36	0024548	Unlimited	All scope of work not performed by Subcontractors
Tholl Fence 800 Glendale Ave., Sparks, NV 89432	775-358-8680	#6,#11,#26,#28,#29	5493A	Unlimited	Fencing

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."


 Contractor's Signature Kevin Atkins Date 12/3/2019

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.:

Contractor: A & K Earth Movers, Inc.

Project No(s): P303518003


Address: 515 Windmill Drive, Fallon, NV 89406

Bid Amount \$ 937,000.00

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 through and including #36	0024548	Unlimited	All scope of work not performed by Subcontractors
Surface Prep & Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	#31,#32,#33, #34,#35	0077645	\$1,500,000	Striping and Signage
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	#3, #22, #23, #27	N/A	N/A	Trucking and Water Trucks
F3 & Associates, Inc. 2415 Pyramid Way, Unit B, Sparks, NV 89431	775-451-7255	#1	N/A	N/A	Surveying/Staking
Titan Electrical Contracting PO Box 18202, Reno, NV 89511	775-857-4500	#9, #10	69814	Unlimited	Electrical

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."


 Contractor's Signature Kevin Atkins Date 12/3/2019

Telephone No. 775-825-1636

Does not apply to this bid

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Required only if the total bid amount is greater than \$25 million

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Total Bid Amount \$ _____

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."
 Telephone No. (775) 825-1636



 Contractor's Signature Kevin Atkins
 Secretary

12/02/2019

 Date

Affidavit Required Under 23 USC Section 112(c)

Completed Form Required

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada
COUNTY OF Washoe } SS

I, Kevin Atkins (Name of party signing this affidavit and the Proposal Form) Secretary (title).
being duly sworn do depose and say: That A & K Earth Movers, Inc.
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Kevin Atkins
Signature
Secretary
Title

Sworn to before me this 2nd day of December, 20 19

(SEAL)



Teri L. Rutledge
Notary Public, Judge or other Official

Certification Required By Section 1352 of Title 31
Completed Form Required

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

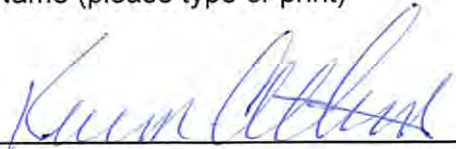
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 such failure.

Kevin Atkins
 Name (please type or print)


 Signature

Secretary
 Title

Disclosure of Lobbying Activities

Completed Form Required

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Actions:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><input type="checkbox"/> 11. Amount of Payment (check all that apply): <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u>Kevin Atkins</u> Print Name: <u>Kevin Atkins / Secretary</u> Title: _____ Telephone No.: <u>(775) 825-1636</u> Date: <u>December 2, 2019</u></p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
A & K EARTH MOVERS INC
Licensed since April 08, 1987

License No. **0024548**

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

PRINCIPALS:

KELLY HIATT, President, QI
SHARON REAM, Treasurer
SCOTT HIATT, VP/Secretary, QI
MICHAEL HIATT, Vice President, QI

A General Engineering

LIMIT: Unlimited
EXPIRES: 04/30/2020



Margaret Cavin
Chair, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON, NV 89406

LIC. NO.
0024548

EXPIRES:
04/30/2020

LIMIT: Unlimited
Class: A

**STATE OF NEVADA
STATE CONTRACTORS BOARD**
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date _____ By _____

A&K EARTH MOVERS, INC

APR 09 2018

RECEIVED

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON, NV 89406



NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2020

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/30/2019.



Barbara K. Cegavske

Certificate Number: B20190830187911

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

BARBARA K. CEGAUSKE
Secretary of State



Carson City Business License Division

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

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

RE: Business License

Thank you for choosing to operate your business in Carson City. Below is your Business License.

Please post this license in a conspicuous place or have available for inspection. Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division at buslic@carson.org or at (775) 887-2105.

MILENTHS BOOKING, INC
DEC 07 2018
RECEIVED



Carson City Business License Division

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

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

License Number: 19-00004382
License Expiration Date: December 31, 2019
Date Issued: December 04, 2018

Business Location: O OF T, FALLON
Nature of Business: GENERAL ENGINEERING



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-18-0004**

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2019** AND EXPIRES ON **APRIL 30, 2020**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

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STAFF REPORT

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

Meeting Date: February 12, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding submittal of a grant application with the Nevada Aging and Disability Services Division (ADSD) in the amount of \$96,750 for the period July 1, 2020 to June 30, 2021, and to authorize the Public Works Director to sign the application and associated Certifications and Assurances.

Staff Summary: Staff has prepared an Independent Living Grant application renewal for Fiscal Year 2021. Applications are due February 17, 2020. The grant funding partially underwrites the cost of the Jump Around Carson (JAC) Senior Bus Pass Program, which provides unlimited free rides to senior citizens (60+) on the JAC fixed route system. The required match for this grant is \$14,513.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve submittal of the grant application as presented, and to authorize the Public Works Director to sign the application and associated Certifications and Assurances.

Background/Issues & Analysis

JAC's Senior Bus Pass Program is a highly successful program, utilized by up to 700 seniors each year. The ADSD funding for this program has been a critical component of the program's success. Without ADSD funding, it is likely that Carson City could not justify continued operation of the Senior Bus Pass Program – which is already operated at a deficit – and seniors would be required to pay \$0.50 for each one-way trip.

In Fiscal Year (FY) 2018, JAC projected distribution of 333 senior passes and ultimately distributed 591. In FY 2019, JAC projected distribution of 333 vouchers based on available ADSD funding and ultimately distributed 698. Just 6 months into FY 2020, ADSD again funded up to 333 vouchers, and JAC has already distributed 641 passes.

As provided in the Notice of Funding Opportunity (NOFO) the Carson City allocation in the Transportation category for FY 2021 is \$96,753. Staff recommends submittal of a grant application for the full allocation, which will support 645 senior passes (\$12.50 per monthly pass multiplied by 12 months).

Applicable Statute, Code, Policy, Rule or Regulation

-Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Transit fund, State Grants account / 2253081-434010

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, the Transit fund account for the 2021 Fiscal Year will be increased by \$96,750. The additional revenue will require a \$14,513 match from the Transit fund account, which is available within the existing annual general fund transfer amount.

Alternatives

-Do not approve submittal of the grant application and provide alternate direction to staff.

Supporting Material

-Exhibit-1: State of Nevada Aging and Disability Services Division – Services and Supports for Older Adults, People with Disabilities, and Caregivers: Notice of Funding Opportunity

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

State of Nevada
Aging and Disability Services Division

**Services and Supports for Older Adults,
People with Disabilities, and Caregivers**

Notice of Funding Opportunity

Applications Due: February 17, 2020

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State of Nevada

Aging and Disability Services Division

Funding Opportunity Title:	Services and Supports
Project Period:	July 1, 2020 – June 30, 2022
Budget Period:	July 1, 2020 – June 30, 2021
Due Date for Applications:	02/17/2020
Dates for Informational Meetings:	01/15/2020 and 01/17/2020

Funding Opportunity Description

Background

The Aging and Disability Services Division (ADSD) is seeking partner organizations to provide Services and Supports for Older Adults, People with Disabilities, and Caregivers in Nevada. ADSD has multiple funding streams to support services that help older adults, people with disabilities and caregivers live independently and remain active in their community. This funding opportunity is in line with the ADSD mission:

To ensure the provision of effective supports and services to meet the needs of individuals and families, helping them lead independent, meaningful and dignified lives.

As the Designated State Unit on Aging, ADSD has developed a four-year State Plan for Aging that outlines goals and objectives for the aging services network. This plan is based on consumer input, federal priorities, and state initiatives. The plan helps guide the priorities for the competitive subaward process.

In SFY20, ADSD awarded over \$10 million dollars for services and supports. This includes funding for core services of Aging and Disability Resource Center, Adult Day Care, Case Management, Homemaker, Personal Emergency Response System (PERS), Senior Companion, Transportation, and Respite services. There are also 14 additional services and supports that were funded to address a variety of the needs of Nevadans.

Current Challenges

Through the development of the next State Plan for Aging Services (2021-2025), the Aging and Disability Services Division (ADSD) has identified several system challenges to be considered through the subaward process.

Gaps in Service

In an analysis of the data from state fiscal year 2018, significant gaps in services were identified in relation to the core services funded by ADSD. Of the core services, the Aging and Disability Resource Center (ADRC) and Transportation services were the only two that individuals in every county accessed. Additionally, the lowest in utilization was Adult Day Care

services, with only 282 individuals served statewide and services available in only 6 of 17 counties. Case management is currently only available in 4 of 17 counties and individuals accessing this service received on average 1.64 units of service in SFY19, despite a growing need expressed by individuals and providers alike. Finally, rural communities saw some of the most significant shortages, 5 of 17 counties had less than 100 individuals access one or more of the core services. These counties include Esmeralda, Eureka, Lander, Pershing, and Storey.

Growing Population

In Nevada, the population of older adults has grown an average of 4% each year. As the Baby Boomer generation ages, the annual growth will increase, and the system needs to be prepared for this growth. Across Nevada, communities are experiencing increasing numbers of people age 60 and older, many with chronic conditions and limited resources. On average, 50% of the population is living at 300% of the federal poverty level. As the Baby Boomer generation ages, with less resources they are seeking more affordable communities for retirement. This is increasing the service and support needs of many rural communities.

Limited Resources

Despite an average 4% growth rate each year in the population, funding is not keeping pace. While ADSD has been able to diversify funding streams to support the needs of older adults in Nevada, financial resources remain limited. The national funding formulas for Older Americans Act programs have not kept pace with the growth experienced as a result of the Baby Boomer generation. State funds that support these services have either remained flat or been reduced over the past 15 years.

In addition to limited financial resources, Nevada is experiencing unprecedented shortages in providers across the state. While these shortages have significant impacts on Nevada's Medicaid Waiver services, they also affect the community services available through competitive subawards. Many areas do not have a sufficient provider base to serve individuals. Local governments can often be the only available provider and they are under-resourced or limited in service options. Additionally, in many communities, volunteers could be a potential solution to meet the needs of older adults, but there is a shortage of willing and qualified volunteers.

Coordination of Services

Community providers are working to partner across services; however, when asked to describe partnerships they are often referral based. In recent years, ADSD has facilitated Regional Planning Groups that allow for more targeted coordination of services, yet partners continue to focus on referral-based partnerships. Additionally, conversations with providers and older adults alike, continue to cite 'information about services' as one of the top needs in accessing services.

Impact of Services

ADSD and community partners have focused on the number of people served and the units of service (outputs). As we prepare for increased demand for services, we need to shift the

narrative to focus on the impact of the services available to the target populations (outcomes). Cost effective services are necessary, but so are high quality services that promote individual choice and control in reaching long-term care needs. Health in Aging is a state initiative to ensure people have access to the services that impact social determinants of health and are being supported holistically are priorities in Nevada and across the nation.

Funding Description

Funding for this opportunity includes federal Older Americans Act funding (Titles III-B, III-D, and III-E), Administration for Community Living Discretionary Grants, Fund for Healthy Nevada Independent Living funding, and State General Funds.

In keeping with the Older Americans Act, Reauthorization Act of 2016, special consideration for funding will be given to applicants evidencing service priority to low-income (300% of FPL or lower), frail individuals, age 60 or older, in the following categories:

- Individuals in a minority group;
- Individuals with limited English proficiency;
- Individuals at risk for institutional placement;
- Individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and caregivers of such individuals);
- Individuals with the greatest economic or social need; and
- Individuals residing in rural areas.

ADSD anticipates approximately \$10 million dollars to be available under this funding opportunity.

NOTE: The Medicare Assistance Program (Appendix 2) has funding available to support services for all Medicare beneficiaries, regardless of age.

Eligible Applicants

Non-profits, public agencies and for-profit businesses may apply if interested in providing services outlined in this funding opportunity.

All applicants must be in good standing with the State of Nevada and the Federal Government. If an applicant has not responded to any audit finding from the Aging and Disability Services Division (ADSD) or the Department of Health and Human Services, their application may not be considered for funding.

NOTE: For the Medicare Assistance Program (Appendix 2), licensed insurance agents and insurance brokers are not eligible to apply for this funding.

Informational Meetings

ADSD will hold two informational meetings. Attendance is voluntary but encouraged.

Presentation materials will be identical for each meeting and will be posted with Q&A at http://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/ by close of business on Tuesday 1/21/20.

Meeting Option #1: Webinar/Teleconference Only

Wednesday, January 15, 2020
9:00 to 11:00 a.m.

To join the webinar, go to <http://webmeeting.att.com>

- Webinar meeting number: 8883634735
- Access Code: 8894594

For audio,

- Call 1-888-363-4735
- Access Code 8894594

Meeting Option #2: Webinar/Teleconference and In-Person w/Video Conference

Friday, January 17, 2020
1:00 to 3:00 p.m.

To join the webinar, go to <http://webmeeting.att.com>

- Webinar meeting number: 8883634735
- Access Code: 8894594

For audio,

- Call 1-888-363-4735
- Access Code 8894594

For meeting #2 only - In-person attendance is available at the following ADSD locations:

- Las Vegas: 1820 E. Sahara Ave., Suite 201, Las Vegas, NV 89104
- Carson City: 3416 Goni Road, Carson City, NV 89706
 - Sign-in in Building D, Suite 132.
 - Meeting will be held in building H.
- Reno: 9670 Gateway Drive, 1st Floor Conference Room, Reno, NV 89521

If you require specific accommodations, please contact Carole Hanley at clhanley@adsd.nv.gov.

Applicant Assistance

The Nevada Grants Office is available to provide pre-award assistance to applicants including but not limited to application project management and application reviews. More information about their services and contact information is available at: <http://grant.nv.gov/>.

Award Information

Service Categories

The Aging and Disability Services Division has defined seven (7) service categories. The service categories are defined based on the overall benefit to the target population and could include more than one service. Applicants must submit a separate application for each service they wish to apply for regardless of the service category. Each category of service has a specific amount of funding allocation based on historical funding levels. Finally, each category has an appendix with specific instructions for applications for services within the category.

NOTE: Click on the name of the category to be routed to that appendix item.

Access to Services

- [NV Care Connection](#) This service helps individuals navigate the range of long-term services and supports options available to them. It also helps individuals maintain services through the provision of case management. There is approximately \$1.5 million available for this service statewide. Available funding will assist entities in serving people age 60 and older, people with disabilities and their caregivers.
- [Medicare Assistance Program](#) Service delivery includes outreach, education, and counseling in order to assist and empower Medicare beneficiaries to make informed decisions that meet their healthcare needs, optimize their access to care and affordable services, and increase their awareness to prevent, detect, and report healthcare fraud, errors, and abuse. There is approximately \$740,000 available for this service statewide. Available funding will assist entities in serving Medicare eligible individuals, their families and caregivers.

Transportation

This service focuses on transportation options to access community services including but not limited to medical services, social services, shopping, socialization, and nutrition. There is approximately \$1.9 million available for this service statewide. Available funding will assist entities in serving people age 60 and older.

In-Home Services

In-home services can be a variety of services to support individuals living in their own home such as homemaker, companion services and emergency response systems. There is approximately \$2.4 million available for these services statewide. Available funding will assist entities in serving people age 60 and older.

Caregiver Support Services

This can include a cluster of services designed to support family or informal caregivers such as counseling and support groups, respite care, and supplemental services. There is approximately \$2.5 million available for these services statewide. Available funding will assist entities in serving caregivers of people age 60 and older, as well as caregivers of individuals of any age living with Alzheimer's disease or a related dementia and grandparents (age 55+) raising grandchildren.

Food Security

These services focus on increasing food security among older adults including, but not limited to food pantry services. There is approximately \$300,000 available for these services statewide. Available funding will assist entities in serving people age 60 and older.

Continued on next page

Evidence Based Services

These services are interventions that educate participants about their health conditions, how to manage them, and/or ways to adopt healthy behaviors to enhance their quality of life. There is approximately \$200,000 available for these services statewide. Available funding will assist entities in serving people age 60 and older and, in some cases, their caregivers.

Ancillary Services

These services are other supportive services that help promote independent living and quality of life in the community. Services in this category do not fall into one of the above categories. There is approximately \$300,000 available for these services statewide. Available funding will assist entities in serving people age 60 and older and, in some cases, their caregivers.

Subrecipient Responsibilities

These awards are competitive, and applications will be evaluated, in part, on the applicants' stated plan of action and their demonstrated capacity to effectively and expeditiously begin implementing their subaward activities within sixty days of their subaward project period. The subaward is an agreement between the applicant and the Aging and Disability Services Division (ADSD).

The subaward recipient agrees to the responsibilities outlined below:

- *ADSD General Service Specifications* provide program standards for all funded programs, unless noted as exempt in the Notice of Subaward (NOSA). The ADSD Core Services also have service-specific specifications that must be followed.
- *Requirements and Procedures for Grant Programs (RPGPs)* are statements of ADSD policy that ensure fiscal compliance with statutes, regulations, and/or rules.
- *Reporting Schedule* includes monthly Requests for Reimbursement and Quarterly Programmatic Reports. Other reports may be required depending on the service category.
 - All programs are required to report client demographic and monthly program service data in the Social Assistance Management System (SAMS).
 - Programs that utilize volunteers must maintain insurance, including, but not limited to worker's compensation insurance for those individuals. With proper paperwork, ADSD can include volunteers of funded programs in the state's workers compensation coverage at no cost to the subrecipient. Insurance requirements are listed in the General Service Specifications (Appendix B) at <http://adsd.nv.gov/uploadedFiles/adsdnvgov/content/Programs/Grant/ServSpecs/GeneralServiceSpecifications.pdf>.
 - Failure to comply with reporting requirements can place a subrecipient's funding in jeopardy.
- Programs awarded funding must provide any requested revisions to ADSD by June 15, 2020. A NOSA cannot be issued without requested revisions.
- The application and NOSA must be signed by the head of the agency. ADSD must have a letter on file authorizing the signer if it is not the head of the non-profit board, for-profit agency, or public entity, depending on the type of organization.

- The Request for Reimbursement (RFR) form must be submitted in accordance with the Reporting Schedule, including all required backup documentation.
- All subrecipients must be registered with the State of Nevada and must have a vendor number. Vendor Registration Forms are available at <http://controller.nv.gov>.
- If a subrecipient address changes, the subrecipient must submit a Vendor Information Update and/or Additional Remittance Form to the State's Controller's office. ADSD must be notified of address changes to avoid any delay in receiving funds.

ADSD staff agrees to the responsibilities outlined below:

- ADSD team members will provide reporting instructions to all subrecipients.
- All subrecipients will be assigned a Grants and Projects Specialist (GPS) who is available to aid with aspects of subaward management, service-specific technical assistance, and program development. Fiscal Auditors are available to address questions regarding fiscal matters.
 - Some services also have assigned Program Managers to provide program specific technical assistance.
- The assigned GPS will contact subrecipients regarding requested revisions before a Notice of Subaward (NOSA) can be issued.
- NOSAs will be distributed to funded programs in late June, or as soon as possible pending receipt of requested revisions.
 - The Request for Reimbursement file will be distributed with the NOSA. Reimbursement requests may be submitted monthly or quarterly.
- Programs will be assessed to evaluate fiscal accountability, progress towards achieving program goals, objectives, projected outcomes, client satisfaction, and adherence to all regulations, statutes, and/or rules. Programmatic and fiscal monitoring will be scheduled in accordance with Department of Health and Human Services (DHHS) policies.

Cost Sharing or Matching

Matching funds are required for all subawards. The match required is 15% of the ADSD-requested funding. Match must be non-federal cash or in-kind. Program income cannot be used as match.

Examples of cash match include other funding sources to support this service. An example of in-kind match would be volunteer time. See page 18 and the *Requirement and Procedures for Grant Programs* for additional information regarding match.

Application and Submission Information

Applicants must submit a separate application for each service they wish to apply for regardless of the service category.

Division Contacts

General program/service questions and technical assistance on the required forms, beyond instructions provided in this document, can be directed to the Grant Manager:

Kristi Martin
Social Services Manager, Grants Management
kmartin@adsd.nv.gov

and/or ADSDGrants@adsd.nv.gov

Questions and answers that are helpful for all applicants will be posted online at http://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/ as received, through February 7, 2020.

Application Forms and Submission Information

Three (3) files are to be used when completing the subaward application. The submitted PDF application must have all elements of these files included:

1. MS Excel File: ADSD Subaward Application – SS FY21 Part 1
2. MS Word File: ADSD Subaward Application – SS FY21 Part 2
3. PDF File: DHHS Subrecipient Questionnaire

➤ Additionally, applicants must submit attachments as request within the [Application Checklist](#). Attachments are categorized by “mandatory,” “optional” or “if applicable.”

Deadline: Monday, February 17, 2020 (by 11:59 pm, PST)

- Applications must be emailed to ADSDGrants@adsd.nv.gov AND kmartin@adsd.nv.gov.
- Alternatively, existing subrecipients may also upload the file(s) to ADSD’s FTP server and send an email to the above emails to provide notification of the submission.

Application Review Information

Application Screening

- Each application will undergo an initial review for completeness and adherence to instructions. Applications that do not meet all requirements will not be accepted for funding consideration. Applicants with rejected applications will receive written notification in February 2020.

- Rejected applicants may appeal this decision, in writing, to the ADSD Administrator in Carson City. The request for review must be received within five working days from the notification of non-acceptance.
- The Administrator, or designee, will notify the applicant of the Administrator's decision, in writing, within ten working days of receiving the applicant's appeal.
- The Administrator's decision is final. There will be no additional appeal process.

Review and Selection Process

After application screening, the Grants and Project Specialists and independent reviewers will review all applications for each service and make initial funding recommendations based on scoring criteria in the following section.

For some service categories, funding is allocated based on a per county funding formula. Funding formulas apply to the following: Nevada Care Connection, Medicare Assistance Program, and Transportation.

Funding decisions will be made by the Administrator based on application scores, funding availability and regional allocations. Reporting and compliance history of previous or current subrecipients will also be considered.

ADSD may negotiate with or seek additional information from applicants before decisions are made.

The Administrator's decision is final.

Scoring Criteria

Competitive applications will be scored according to the following matrix (50-point total):

1. Service area, outreach plans and proposed service delivery to target populations (10 points plus 5 bonus points).
 - Items are not defined/described and are unrelated to the proposed service – Score 0 points
 - Items are all poorly or partially defined/described and/or mostly unrelated to the proposed service – Score between 1 and 4 points
 - Items are mostly defined/described, with some areas lacking, and/or partially unrelated to the proposed service – Score between 5 and 6 points
 - Items are satisfactorily defined/described and mostly related to the proposed service – Score between 7 and 9 points
 - Items are thoroughly defined/described and undoubtedly related to the proposed service – Score 10 points
 - Bonus – Rural/frontier, or underserved or unserved service areas – Score 5 bonus points
2. Applicant's capacity to provide the service, its experience and existing or proposed partnerships (10 points).
 - No experience and lack of capacity and partnerships – Score 0 points

- Some experience, but lack of capacity and/or partnerships (or vice versa) – Score between 1 and 5 points
 - Good experience, but lack of capacity and/or partnerships (or vice versa) – Score between 6 and 9 points
 - Exceptional experience, capacity and existing partnerships, with plans to seek new partnerships – Score 10 points
3. Other funding, sustainability goals, and reasonableness of cost per client, unit of service and program expenses (10 points).
 - No other funding or sustainability goals; unreasonable cost per client, unit of service and program expenses – Score 0 points
 - Limited other funding and/or sustainability goals; slightly unreasonable cost per client, unit of service and program expenses with poor expense justification – Score between 1 and 4 points
 - Satisfactory other funding and/or sustainability goals; slightly unreasonable cost per client, unit of service and program expenses with poor expense justification (or vice versa) – Score between 5 and 6 points
 - Satisfactory other funding and/or sustainability goals; mostly reasonable cost per client, unit of service and program expenses and justification – Score between 7 and 9 points
 - Abundant other funding and/or sustainability goals; all costs are reasonable and justified – Score 10 points
 4. Relevance, achievability and impact of the proposed goals and objectives, as well as evaluation of outcomes (10 points).
 - Goals, objectives and evaluation of outcomes are not related to the program, unachievable and do not show impact – Score 0 points
 - Goals, objectives and evaluation of outcomes are slightly related to the program, achievable and impactful – Score between 1 and 4 points
 - Goals, objectives and evaluation of outcomes are mostly related to the program, achievable and impactful – Score between 5 and 6 points
 - Goals, objectives and evaluation of outcomes are adequately related to the program, achievable and impactful – Score between 7 and 9 points
 - Goals, objectives and evaluation of outcomes are strongly related to the program, achievable and impactful – Score 10 points
 5. Adherence to application instructions and accurate completion of forms (5 points).
 - Instructions not followed and forms not complete – Score 0 points
 - Some instructions followed and some forms not complete – Score between 1 and 2
 - Most instructions followed and forms are complete – Score between 3 and 4
 - All instructions followed and forms are complete – Score 5 points

Anticipated Announcement Award Date

Subaward decisions will be announced via email in mid-May. Requested application revisions must be received and approved by ADSD no later than June 15, 2020.

Notices of Subawards will be distributed in late June, or as ADSD receives requested subrecipient revisions, as applicable.

Subrecipient Training

ADSD will make training available to all subrecipients prior to the beginning of the fiscal year. This training will include the Request for Reimbursement process and other reporting requirements.

Additionally, if services/clients will need to be transferred from one subrecipient to another, the ADSD team will work with both subrecipients to develop a transition plan.

Form Instructions

Application Format

The application **MUST** conform to the following requirements in order to be considered for funding:

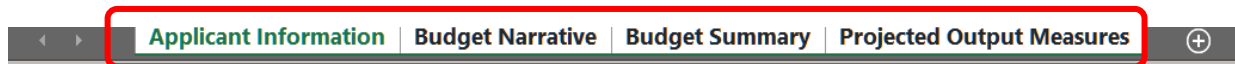
- Applications must be computer-generated.
- The application must be concise and no more than 32 pages (excluding attachments). Do not include cover sheets, cover letters, unsolicited attachments or application instruction pages, as they will be included in the page limit. Specific page limits are listed next to page names below. **If no page limit is listed, the document is one (1) page.**
- Applications are expected to be free of spelling and grammatical errors.
- Use black, 12-point Arial font in the application's Word file. In the Excel file, use the pre-set font settings.
- The application must be submitted on Division forms. The application must be the ADSD Competitive Subaward Application – Services and Supports, FY21 version (as shown in the application's footer).
- Submitted applications must be on white, 8 ½ x 11 size paper, assembled according to the instructions on the [Application Checklist](#) and saved as a PDF document. Applicants who are not able to submit one file may follow the instructions on the [Application Checklist](#) to submit the application in sections.

Form Instructions

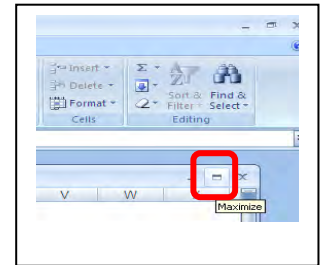
The **Excel** file contains the following forms, in order:

- Applicant Information
- Budget Narrative, 10-page limit
- Budget Summary
- Projected Output Measures

To access each form in Excel, click on the corresponding tab at the bottom of the page/ workbook as shown here:



If you do not see the tabs at the bottom of the page, maximize the screen by clicking the button on the right side of the screen, as shown here:



PLEASE NOTE: Do not utilize multiple copies of the Excel file to create your application; there are formulas that carry from page-to-page. For best results, complete each tab of the workbook in order. Additionally, do not paste information from past applications, as it might cause problems with the formulas. This will ensure that invalid error messages are not shown on the application and linked boxes will have a value.

The **Word** file contains the following forms, in order:

- Project Narrative, 10-page limit
- Organizational Standards and Applicant Questionnaire, 3-page limit

The **Subrecipient Questionnaire** (PDF file) is pre-set at 6 pages. Provide an answer to each question.

Excel File Instructions

APPLICANT INFORMATION


Box #	Instructions
1	Check the box next to the type of application. If the application is for a subaward that is currently funded by ADSD, enter the award number, which can be found on the NOSA as the Agency Ref # in the top right corner.
2	No action required. The amount requested will auto-fill once the Budget Narrative is complete.
3	Select the agency’s organization type.
4	Enter Subrecipient and Program information, as requested on the form. Complete both sections. <i>Subrecipients</i> are entities that are responsible for the funds awarded. Additional information on Subrecipients (grantees) is in <u>RPGPs</u> . <i>Programs</i> are entities that provide service delivery under the subaward. The subrecipient contact and program director must not be the same person for accountability purposes. For non-profit organizations, the Subrecipient contact must be the President of the Board of Directors, even if another person has been delegated as an authorized signatory.

	<p>Enter the agency's State Vendor number, if one exists, and the address associated with the number if it is different than the Subrecipient address.</p> <p>Enter the agency's Employer Identification Number (EIN) or Federal Tax Identification Number.</p> <p>Enter the agency's Data Universal Numbering System (DUNS) Number. All DUNS numbers are 9 digits. To request, look-up or make changes to a DUNS number, go to http://fedgov.dnb.com/webform.</p>
5	No action required. The funding source will be determined by ADSD.
6	All applicants should choose categorical from the drop-down menu, except Adult Day Care, which is fixed-fee. Homemaker programs continue to have a fixed-fee rate but will submit a categorical budget to include other necessary expenses. The budget must show no more than \$15 for direct homemaker services.
7	Choose a category and service from the drop-down menu. If the category indicates you must specify the service, enter the service in the box below the drop-down menu.
8	List the program's service area(s) for the proposed service. You may list specific cities and/or towns, or describe a larger area (e.g., 15-mile radius around Winnemucca; Statewide except for Clark County; etc.). If you list a county, and not specific cities and/or towns, the program will be expected to serve the entire county. This also applies to subawards that enter "statewide" in this section without exclusions listed.
9	List the populations that the agency will target for the proposed service. You may list more than one population-type per line, if needed.
10	List the components of the proposed service that will be ADSD-funded. You may list more than one component per line, if needed.
11	Read the statement. Enter the name and title of the agency's authorized representative. Once the authorized representative has reviewed the completed application package, he/she will sign and date the Applicant Information form. By signing the forms, the representative is stating that he/she has approval from the Subrecipient to sign the forms and verified accuracy of the information within the entire application. <i>ADSD must have on file an official letter authorizing the signer if that person is not the head of the nonprofit board, for-profit agency or public entity, depending on the type of organization.</i>

BUDGET NARRATIVE

The applicant name, subaward and service type will auto-fill from information entered on the Applicant Information page.

Describe program expenses requested from ADSD in the budget categories included in the Budget Narrative using the descriptions below as a guide to describe each category of expense. Be sure to provide a detailed response, explain how each expense is related to the proposed project and identify any one-time costs. Provide calculations where requested and follow the examples. Utilize the RPGPs for rules and regulations on allowable expenses.

THIS TAB IS NOT PROTECTED. Do not delete formulas. Ensure text in each row is visible; expand rows as needed (go to numbered rows on the left side of worksheet and drag the bottom line of the row down when you see your cursor change to , or right click on the row number and choose Row Height to enter a height). Each section has additional rows that you may unhide to utilize. Contact ADSD if you need assistance.

PERSONNEL: Line A: List *program* and *administrative* staff (Name, Title, PCN) that will provide **direct** service under the proposed services and the associated costs to be charged to the subaward, using the column headers as guides. Costs associated with administrative staff providing **indirect** services may only be included in this section in fixed-fee proposals; otherwise, the expenses may be included as part of the indirect/administrative expense percentage at the end of the Budget Narrative. Place an asterisk (*) beside all new positions. If your agency does not have a Position Control Number (PCN) system, one must be developed to identify each position. Line B, for each position listed: List the fringe benefits provided (FICA, Medicare, vacation, state industrial insurance, unemployment insurance, etc.). Briefly describe the position's duties as they relate to the funding and program objective.

TRAVEL/TRAINING: Identify in-state and out-of-state travel to be completed during the budget period. The red writing must be replaced with actual trip information, such as the name of a conference, location, etc. Complete the trip expenses and enter justification. If multiple trips are proposed, copy and paste another in-state or out-of-state section into the narrative as stated on the form. Utilize <https://www.gsa.gov> for mileage, per diem and lodging. If lodging exceeds the GSA rate, provide an explanation in the Justification section.

If requesting general in-state mileage for operational purposes, enter the cost in the mileage section *below* "In-State Travel," provide an explanation of the cost calculation and the reason for travel.

OPERATING: Include SPECIFIC facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance (split by type), fuel, as well as utilities such as power, water and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

EQUIPMENT: List equipment to purchase or lease, which cost \$5,000 or more (per item), and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. Equipment items that cost less than \$5,000 should be listed under Operating. Justify the need for these items. There is no guarantee that ADSD will have funds available for equipment.

CONTRACTUAL/CONSULTANT SERVICES: Explain the need and/or purpose for the contractual and/or consultant service. Identify and justify these costs. Only include costs for which there is a written contract or agreement that can be presented to ADSD, if requested.

OTHER: Identify and justify all other expenditures that cannot be identified within another category. These costs may include any relevant expenditure associated with the project. These costs are to be included only if they are associated exclusively with this program. If they are associated with multiple sources of funding, the costs are to be included in Administrative Expenses. Follow the example on the form.

ADMINISTRATIVE/INDIRECT EXPENSES or FEDERAL INDIRECT COST RATE (FICR): Administrative/indirect expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Administrative/indirect expenses do not apply to equipment or fixed-fee subawards or portions of subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20*. Modified Direct Costs (rate of 10%) must be based upon expenses as outlined within the RPGPs. FICR amount must be based upon allowed expenses per your organization's current FICR letter. Attach a copy of your FICR letter to the application, as applicable.

BUDGET SUMMARY

The applicant name, subaward and service type will auto-fill from information entered on the Applicant Information page.

This page offers a summary of the subaward budget, match and other funding. Information entered into the Budget Narrative tab will populate the *ADSD Funds* column. Applicants will input funding information in the orange cells.

Matching Funds Requirements: 15% of the ADSD requested amount. The required match will calculate automatically. Break out match into the budget expense categories to show where it will be applied.

In the columns after Match, enter any other funding that will be used to support the proposed service. Enter the name of the funding source where indicated, whether the funding is pending or secured, and the amount to be used towards the program. Then, break out the funding into the budget expense categories.

Ensure all boxes on row 21 are zero as stated in the row header.

Add comments to box B, if needed.

Identify sources of match in box C and indicate whether it is pending or secured. Match can be non-federal cash or in-kind.

- In-kind match is the value of any real property, equipment, goods, or services contributed to a funded program that would have been considered eligible expenses within the program's budget for the funded service.
 - FEMA provides a helpful resource for determining in-kind match at https://www.fema.gov/media-library-data/20130726-1758-25045-4813/inkind_contribution.pdf.

List potential/estimated amounts and sources of program income, such as client donations, in box D. If your program has a sliding fee scale or cost-sharing procedure, indicate how the program will manage the process according to the RPGPs.

Program Income

1. Client service donations may not be used as match but may be solicited for all services. Solicitation must be non-coercive. The donation process must be confidential.
2. Cost sharing means contributions made to a program based on a sliding-fee scale. The Division's Cost Sharing Policy can be found on pages 73-75 of the RPGPs: <http://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf>.

PROJECTED OUTPUT MEASURES

The applicant name, subaward and service type will auto-fill from information entered on the Applicant Information page.

The Unit of Service Definition will pre-populate for some services. If there is no definition listed, the applicant may propose a definition for ADSD consideration. If there is an existing Service Specification at <http://adsd.nv.gov/Programs/Grant/ServSpecs/Documents/>, the definition

within the specification must be used unless the applicant is proposing a service that is not described within the specification.

Applicants are required to submit projected output measures to illustrate the proposed (estimated) number and type of unduplicated clients and units of service they plan to serve throughout the budget/reporting period. Unduplicated client estimates should account for an attrition rate, when applicable. Adult Day Care and Nevada Care Connection have additional elements to complete in the lower portion of the form.

To avoid unnecessary confusion, complete the Projected Output Measures page after all other Excel documents have been completed. Shaded cells will populate from data entered in other parts of the file.

Word File Instructions

PROJECT NARRATIVE

See Appendices for specific guidance, by category.

ORGANIZATIONAL STANDARDS and APPLICANT QUESTIONNAIRE

Read the form and respond accordingly.

On question 3, choose the organizational structure of the agency and identify the governing body or ownership as applicable to the selection. Non-profit agencies must verify information for their board of directors.

If the program will use volunteers, please review required insurance information in [Subrecipient Responsibilities](#).

Page Limit: 3 pages.

GOALS AND OBJECTIVES

Describe the top two goals and related major objectives, activities, due dates, staff responsibilities and documentation for this project. Multiple objectives may be included within a row if there are not enough rows to meet your needs. Goal 3 has been added by ADSD for completion by the applicant; additional objectives and activities may be added. Information from this section may be directly added to the NOSA Scope of Work at ADSD's discretion.

Page Limit: 3 pages.

APPLICATION CHECKLIST

If you are submitting one PDF file (preferred), assemble the application in the order shown below. You may also submit a PDF for each of the three files (Part 1, Part 2, Subrecipient Questionnaire) and the attachments.

If any of the following items are incomplete or missing, the application will be rejected:

- Applicant Information (Excel Document)
- Budget Narrative (Excel Document)
- Budget Summary (Excel Document)
- Projected Output Measures (Excel Document)
- Project Narrative (Word Document)
- Organizational Standards and Applicant Questionnaire (Word Document)
- Goals and Objectives
- Subrecipient Questionnaire (PDF Document)

Attachments – If included, will not count towards page limit.

- Resumes and Letters of Commitment (*optional for all services*)
- Contracts or Memorandums of Understanding (*if applicable to the program/service*)
- Official letter authorizing a person other than the head of the nonprofit board, for-profit agency or public entity (depending on the type of organization) to sign the application and/or subaward documents (*if applicable*).

Appendix 1 – Nevada Care Connection

Background

Since 2005, the Aging and Disability Services Division (ADSD) has worked with community partners and other Department of Health and Human Services (DHHS) agencies to transform the way individuals access the long-term services and supports (LTSS) system through a no wrong door approach. These efforts include increasing awareness of service options, supporting individuals in navigating the LTSS system, and exploring policy changes to streamline eligibility for public programs. Collectively, these efforts help to shape the Nevada Care Connection network.

Within the community, Nevada Care Connection supports individuals in knowing their options, planning for care, and accessing services to meet their goals. Additionally, for some individuals case management is necessary to monitor and follow up on services specified in the individual's plan, ensuring the services are being provided in accordance with the individual's plan and they are able to access new services as their needs change.

Nevada Care Connection serves older adults, people with disabilities, and caregivers.

Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, Titles III-B and III-E funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipient

- *Resource and Service Navigation* – a service that offers person-centered counseling that helps individuals to identify needs and goals, explore their options and develop a plan to meet their long-term care needs. This service helps individuals navigate the LTSS system while considering the resources available to them. An average caseload for a Resource Navigator is 80:1.
- *Case Management* – a service that helps individuals maintain services and supports. While Resource and Service Navigation is offered to every individual accessing Nevada Care Connection, case management services are targeted to individuals who have a higher level of need to monitor and follow-up on services specified in the individual's plan, ensuring the services are being provided in accordance with the individual's plan. An average caseload for a Case Manager is 50:1.

Funding Availability

Available funding for this service is approximately \$1.5 million statewide per year. The funding amount and number of awards will be determined based on regional allocations, competitive scoring, and administrator decision. Funding is allocated to each county based on the total county population, the number of older adults and people with disabilities in the county, and county population density. There may be more than one subaward per county. Applicants may also propose to serve more than one county.

Applicants may request more or less funding allocated to each county in their service area, however funding requested above the published county allocation must be explained in the Project Narrative. Funding above the county allocations will be dependent on final funding amounts available.

Regional Allocation

County	Allocation	County	Allocation
Carson City	\$55,918	Lincoln	\$40,700
Churchill	\$57,847	Lyon	\$59,353
Clark	\$564,132	Mineral	\$61,159
Douglas	\$57,103	Nye	\$68,759
Elko	\$63,651	Pershing	\$61,685
Esmeralda	\$40,192	Storey	\$49,614
Eureka	\$40,246	Washoe	\$101,395
Humboldt	\$61,671	White Pine	\$64,217
Lander	\$61,766		

Project Narrative Instructions

Provide detailed but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including opportunities and challenges unique to the service area. Include information regarding the organization’s existing efforts in this service area or how the organization will expand if it’s a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery. Identify additional efforts to expand to serve individuals with disabilities, not just the older adult population.

Describe how the organization plans to communicate and collaborate with civic and minority organizations, as well as other service providers and partners, to better reach ADSD’s target populations and conduct outreach for this proposed service.

Describe what the organization plans to achieve through its targeting plan.

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the requirements of this service. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area. Include a description of specific activities planned, and any anticipated challenges and how the organization plans to overcome those challenges. Also describe any anticipated technical assistance needs.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed service. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service as well as the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will help to coordinate services for the target population in the service area. Include partnerships with government entities as well as other community partners that will help serve the target populations and accommodate those with disabilities (hearing impaired, vision impaired, reading and writing limitations) and language barriers. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Include a description of sources of match and efforts to expand services to people with disabilities through additional resources.

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services and the role of any contractual organization(s).

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

The following resources provide more information about Nevada Care Connection and No Wrong Door system efforts.

- [Nevada Care Connection Service Specifications](#), NV Aging and Disability Services Division
- [ADSD Subrecipient Resources](#)
- [Nevada No Wrong Door Implementation Plan \(2015\)](#)
- [Administration for Community Living – No Wrong Door website](#)
- [Nevada Care Connection website](#)

Appendix 2 – Medicare Assistance Program

Background

The Medicare Assistance Program is one program consisting of three main components, which are fully described in the Medicare Assistance Program (MAP) Service Specifications. The three components of MAP service are: State Health Insurance Assistance Program (SHIP), Senior Medicare Patrol (SMP) and Medicare Improvements for Patients and Providers Act (MIPPA). The Medicare Assistance Program (MAP) service delivery relies heavily on a volunteer-based network.

Service delivery includes outreach, education, and counseling in order to assist and empower Medicare beneficiaries to make informed decisions that meet their healthcare needs, optimize their access to care and affordable services, and increase their awareness to prevent, detect, and report healthcare fraud, errors, and abuse. Available funding will assist entities in serving Medicare eligible individuals, their families and caregivers.

Funding Source

Funding for these services is allocated from federal sources including:

- State Health Insurance Assistance Program, ACL Discretionary Grant
- Senior Medicare Patrol program, ACL Discretionary Grant
- Medicare Improvements for Patients and Providers Act, ACL Discretionary Grant
- Older Americans Act, Title III-B

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), the selected subrecipient(s) must provide the following services:

- *Outreach & Education* – includes providing education and information to Medicare beneficiaries and pre-enrollees, family members, and caregivers about Medicare Assistance Program services through intensive group outreach that includes public presentations, booths and exhibits at health/senior fairs or special events, enrollment events, community and educational activities, media campaigns, social media connections, etc.
- *Interaction & Referrals* – includes individual interaction, information gathering, and referrals related to Medicare beneficiaries' eligibility status, Medicare coverage and benefits, Medicare fraud and billing issues, referrals to public assistance programs, access to Long-Term Services and Supports (LTSS), disease prevention and promotion of wellness.
- *Counseling & Enrollment* – includes unbiased guidance and assistance to Medicare beneficiaries and pre-enrollees to help them understand, coordinate and select Medicare health plans and benefit information, pre-determining possible eligibility for public assistance programs, application assistance, detailed information gathering, enrollment into appropriate Medicare plan(s), complex issues, Medicare appeals assistance, and Medicare billing issues.

Funding Availability

Available funding for this service is approximately \$740,000 statewide per year. The funding amount and number of awards will be determined based on regional allocations, competitive scoring, and administrator decision. Funding is allocated based on the percent of Medicare beneficiaries by county, the total Medicare beneficiaries in the state, and county population density. There may be more than one subaward per county. Applicants may also propose to serve more than one county.

Applicants may request more or less funding allocated to each county in their service area, however funding requested above the published county allocation must be explained in the Project Narrative. Funding above the county allocations will be dependent on final funding amounts available.

Regional Allocation

County	Allocation	County	Allocation
Carson City	\$24,387	Lincoln	\$16,967
Churchill	\$27,869	Lyon	\$27,611
Clark	\$285,424	Mineral	\$31,377
Douglas	\$28,752	Nye	\$36,693
Elko	\$27,710	Pershing	\$29,609
Esmeralda	\$18,612	Storey	\$25,260
Eureka	\$14,643	Washoe	\$55,224
Humboldt	\$28,212	White Pine	\$31,944
Lander	\$29,707		

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe your proposed service area, including the total population and percentage of Medicare beneficiaries. Include your organization’s goal on the total number of beneficiaries and pre-enrollees, their family members, and caregivers to be reached through education and outreach efforts as well as the total number of individual counseling session contacts.

Identify efforts to target underserved populations, including low income communities, minorities, persons with disabilities under the age of 65, persons with Limited English Proficiency, and those persons living in rural and/or tribal areas.

Describe your organization’s planned strategies for outreach activities to promote awareness and visibility of the program in your proposed service area. Include innovative ways to provide quality services to an increasing number of Medicare beneficiaries and pre-enrollees, their family members and caregivers, as well as other service providers and partners. Explain how

you will schedule, implement and monitor client recruitment or outreach activities and document outcomes.

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the requirements of this program. Include a description of specific activities planned, and any anticipated challenges and how the organization plans to overcome these challenges. Also, include anticipated technical assistance needs.

Include a proposed plan to recruit, train, and retain a diverse and effective workforce that includes volunteers, paid staff, and partnerships to help meet performance goals. Describe strategies that will be used to enhance efficient team member management and incorporate effective volunteer management policies and procedures to address and manage risk with volunteers.

C. Organizational Capacity and Partnerships

Describe your organization's capability to perform the proposed service. Include past experiences or anticipated increased capacity as a result of this funding. Describe the specific responsibilities of key staff under this service, and the facilities, and other resources in place to support this service. Resumes or vitae may be included as attachments to the application for key staff whose responsibilities are described. These do not count towards the application page limit.

Identify key partnerships and describe in detail how they will help to coordinate services for Medicare eligible individuals in the proposed service area. Include partnerships with government entities, as well as other community partners that will help serve the specified population and accommodate those with disabilities (hearing impaired, vision impaired, reading and writing limitations) and language barriers. Letters of Commitment can be attached and do not count towards the application page limit.

Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners. Training and communication should include Train-the-Trainer models, use of technology, and other means to ensure all members of the workforce have ongoing continuing education and continuous dissemination of current information and training to increase knowledge, enhance skills, and improve ability to provide high quality services.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Include a description of sources of match and efforts to expand services throughout the proposed service area.

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service. Include estimates on the number of applications for Low Income Subsidy and Medicare Savings programs to be submitted on behalf of beneficiaries. Include any anticipated outcomes above and beyond those in the Medicare Assistance Program Service Specifications.

Resources

- 1) [Medicare Assistance Program Service Specifications](#), NV Aging and Disability Services Division
- 2) [NV Volunteer Guide](#), NV Aging and Disability Services Division
- 3) [SHIP National Resource Center](#)
- 4) [SMP National Resource Center](#)

Appendix 3 – Transportation

Background

Transportation is a critical support for individuals to live independently in the community. Despite current investments in transportation services, serious gaps in service and coordination still exist across Nevada. Having access to reliable, accessible, and safe transportation options continues to be a number one need across the state. Limited access to transportation can affect disproportionately affect older adults and people with disabilities, especially individuals of low income.

Transportation helps support individual goals in health, food security, socialization and economic independence. Overcoming transportation barriers needs to be considered on a systemic level both through policy and practice. Applications under this service category should focus on innovations and collaborations to increase access to transportation, particularly in areas where there are significant gaps in transportation services.

Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, Title III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipients

This service focuses on transportation options to access community services including but not limited to medical services, social services, shopping, socialization, and nutrition. Available funding will assist entities in serving people age 60 and older.

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address transportation through collaborative and innovative services, taking into consideration system challenges.

This category can include the direct delivery of transportation services, as well as the administration of transportation vouchers.

The direct service of transportation may be provided through partnerships, contracted providers, volunteers or paid staff (or a combination of these).

Funding Availability

Available funding for this service is approximately \$1.9 million statewide per year. The funding amount and number of awards will be determined based on regional allocations, competitive scoring, and administrator decision. Funding is allocated based on the population age 60 and older, the % of the population who is a minority and/or lower income, and county population density. There may be more than one subaward per county. Applicants may also propose to serve more than one county.

Applicants may request more or less funding allocated to each county in their service area, however funding requested above the published county allocation must be explained in the Project Narrative. Funding above the county allocations will be dependent on final funding amounts available.

Regional Allocation

County	Allocation	County	Allocation
Carson City	\$96,753	Lincoln	\$42,889
Churchill	\$73,095	Lyon	\$102,809
Clark	\$688,671	Mineral	\$85,168
Douglas	\$67,270	Nye	\$115,714
Elko	\$89,278	Pershing	\$86,231
Esmeralda	\$42,575	Storey	\$60,916
Eureka	\$42,546	Washoe	\$104,211
Humboldt	\$82,465	White Pine	\$88,171
Lander	\$86,458		

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including transportation needs unique to the service area. Include information regarding the organization’s existing efforts in this service area or how the organization will expand if it’s a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization’s targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize transportation options for the target population.

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out this service. Include a description of specific activities planned, and any anticipated challenges and how your organization will overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

Describe new or innovative approaches to be used during this project period to increase access to transportation services. How will these efforts impact the target population?

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance coordination of services under this service. Include partnerships with government entities, as well as other community partners. Letters of Commitment can be attached and do not count towards the application page limit.

Describe existing or planned efforts to collaborate with existing regional or state transportation coordinating efforts including, but not limited to mobility manager projects, regional transportation plans, or other existing efforts.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [Bureau of Transportation Statistics](#), U.S. Department of Transportation, October 2019
- [Administration for Community Living](#), National Efforts for Transportation
- [One Nevada Transportation Plan](#), Nevada Department of Transportation
- [Nevada Transportation Summit Follow Up Report](#), Nevada Governor's Council on Developmental Disabilities

Appendix 4 – In Home Services

Background

In-home services can be a variety of services to support individuals living in their own home such as homemaker, companion services and emergency response systems. Available funding will assist entities in serving people age 60 and older. As some individuals age, their ability to perform basic household duties can be limited, additionally as support networks change safety and isolation can be a concern. Supporting individuals in their home helps individuals to not only remain in their home but can also increase health outcomes.

Across Nevada, in-home services such as homemaker services was identified as one of the top needs by older adults across Nevada. ADSD has homemaker identified as a core service, yet many counties have insufficient access to this service. In state fiscal year 2018, five of seventeen counties had less than 10 people served per county.

Funding Source

Funding for these services is allocated from a state and federal sources including:

- State General Funds
- Older Americans Act, Title III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address in-home services through collaborative and innovative services, taking into consideration system challenges. Priority for funding will be given to ADSD Core Services including homemaker, companion services, and emergency response systems.

Applications will also be accepted for other in-home services, such as home safety, modification, and repair; representative payee; or any other in-home services proposed by the applicant.

Funding Availability

Available funding for this service is approximately \$2.4 million statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including unique needs of the population in the service area. Include information regarding the organization's existing efforts in this service area or how the organization will expand if it's a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization's targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize services for the target population.

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the proposed service. Include a description of specific activities planned, and any anticipated challenges and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [ADSD Service Specifications](#), Nevada Aging and Disability Services Division
- [Older Americans 2016: Key Indicators of Well Being](#), Administration for Community Living
- [Long Term Services and Supports](#), National Council on Aging

Appendix 5 – Caregiver Support Services

Background

According to the 2015 AARP study “Valuing the Invaluable”, there are approximately 500,000 Nevadans performing caregiver duties, which is an increase of 42% from the 2013 study published. The State of the States in Family Caregiver Support, Nevada Profile for 2014 estimates 242 million hours of care were provided by informal caregivers.

Many caregivers work and provide care, experiencing conflicts between these competing responsibilities. Research indicates that caregiving also exacts a significant emotional, physical, and financial toll. With nearly half of all caregivers older than age 50, many are vulnerable to a decline in their own health. Studies have shown that coordinated support services can reduce caregiver depression, anxiety, and stress, and enable them to provide care longer, which avoids or delays the need for costly institutional care¹.

Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, III-E funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address caregiver services through collaborative and innovative services, taking into consideration system challenges.

This category can include respite care (vouchers or direct service), including adult day care, as well as other services for caregivers, such as counseling, support groups, training and supplemental services. Supplemental services are provided on a limited basis to complement the care provided by caregivers.

Funding Availability

Available funding for this service is approximately \$2.5 million statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

¹ Administration for Community Living, retrieved January 3, 2020

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including unique needs of the population in the service area. Include information regarding the organization's existing efforts in this service area or how the organization will expand if it's a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization's targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize services for the target population. How will the organization maximize outreach and participation in the proposed service?

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the proposed service. Include a description of specific activities planned, and any anticipated challenges and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Describe efforts to collaborate with existing caregiver support efforts in Nevada to maximize impact of the proposed service. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [National Family Caregiver Support Program](#), Administration for Community Living
- [Innovative and Exemplary Respite](#), ARCH.org
- [Respite Service Specifications](#), NV Aging and Disability Services Division
- [Nevada Lifespan Respite Coalition](#)

Appendix 6 – Food Security

Background

Hunger and malnutrition in older adults are alarmingly high. According to the National Foundation to End Senior Hunger, 1 in 6 older adults (age 60 and older) were threatened by hunger in 2015. Nevada ranks 10th in the nation when it comes to senior hunger. In 2014, 18.8% of older Nevadans were deemed food insecure. Barriers to addressing the needs of food insecure older Nevadans include:

- Federal nutrition benefits are under-utilized by eligible older adults in Nevada.
- There are known “food deserts” throughout Nevada that limit access to healthy foods.

Health indicators including chronic conditions such as diabetes, obesity and physical activity, and self-reported health all contribute to food insecurity in older adults. Not surprisingly, as reported in the Nutrition Programs Gap Analysis for Older Nevadans, the largest deficits were reported in younger senior populations, whom are also less likely to take advantage of nutrition programs.

Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address food security of older adults through collaborative and innovative services, taking into consideration system challenges.

This category can include food pantries, including mobile or home-delivered groceries, or any other food security services proposed by the applicant.

Funding Availability

Available funding for this service is approximately \$300,000 statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including unique needs of the population in the service area. Include information regarding the organization’s existing efforts in this service area or how the organization will expand if it’s a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization's targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize services for the target population. How will the organization maximize outreach and participation in the proposed service?

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the proposed service. Include a description of specific activities planned, and any anticipated challenges and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Describe efforts to collaborate with existing efforts related to food security in Nevada to maximize impact of the proposed service. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [Food Security in Nevada](#), Office of Food Security
- [The State of Senior Hunger in America 2016](#), National Foundation to End Senior Hunger
- [Center for Healthy Aging](#), National Council on Aging

Appendix 7 – Evidence Based Programs

Background

Evidence-based disease prevention and health promotion programs reduce the need for more costly medical interventions. Priority is given to serving older adults living in medically underserved areas of the state and those who have the greatest economic need.

While the aging network has been moving towards evidence-based disease prevention and health promotion programs for the last decade, FY2012 Congressional appropriations included an evidence-based requirement for the first time. Today, OAA Title III-D funding may be used only for programs and activities demonstrated to be evidence-based.

Funding Source

Funding for these services is allocated from state and federal sources including:

- Older Americans Act, III-D funds
- Older Americans Act, III-E funds
- State General Funds

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that propose new evidence-based interventions to meet the needs of older adults and/or family caregivers and have demonstrated plans for sustainability.

Existing subrecipients can apply for continuation of services but must demonstrate program effectiveness and outcomes within the application. Applications must also demonstrate additional resources to support the service.

This category can include chronic disease self-management programs, falls prevention programs, or any other evidence-based intervention. Each application can only include one evidence-based intervention.

Funding Availability

Available funding for this service is approximately \$200,000 statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including unique needs of the population in the service area. Include information regarding the organization's existing efforts in this service area or how the organization will expand if it's a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization's targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize services for the target population. How will the organization maximize outreach and participation in the proposed evidence-based program?

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the proposed service. Include a description of specific activities planned, and any anticipated challenges and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [Evidenced Based Programs and Practices](#), Administration for Community Living
- [Older Americans Act, Title III-D](#), Administration for Community Living
- [Center for Healthy Aging](#), National Council on Aging

Appendix 8 – Ancillary Services

Background

These services are other services and support that help promote independent living and quality of life in the community. Services in this category do not fall into one of the above categories. Available funding will assist entities in serving people age 60 and older and, in some cases, their caregivers.

Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address the needs for older adults through collaborative and innovative services, taking into consideration system challenges.

This category can include the services such as geriatric health and wellness, medication therapy management, and medical nutrition therapy services.

Funding Availability

Available funding for this service is approximately \$300,000 statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 10 pages

A. Target Population, Service Area and Targeting Plan

Describe the proposed service area, including unique needs of the population in the service area. Include information regarding the organization's existing efforts in this service area or how the organization will expand if it's a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe organization's targeting plan. Include information on how the organization plans to communicate and collaborate with civic, minority organizations, as well as other service providers and partners, to maximize services for the target population.

B. Proposed Intervention

Describe clearly and concisely, how your organization plans to carry out the proposed service. Include a description of specific activities planned, and any anticipated challenges and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

C. Organizational Capacity and Partnerships

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Letters of Commitment can be attached and do not count towards the application page limit.

D. Cost-Effectiveness and Sustainability

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services?

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

E. Evaluation

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service.

Include at least 2 anticipated outcomes as a result of this service for the target populations.

Resources

- [Aging and Disability in America Data](#), Administration for Community Living
- [LTSS Initiatives](#), Advancing States
- [National Association for Areas on Aging](#)



STAFF REPORT

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

Meeting Date: February 12, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding Carson City’s portion of federal fiscal year (FFY) 2020 Surface Transportation Block Grant (STBG) funds and any remaining or unused FFY 2019 STBG funds to the Northridge Drive Reconstruction Project.

Staff Summary: In September 2019, the RTC directed staff to pursue a reconstruction project for Northridge Drive between Jarbidge Court and Eastridge Drive for Performance District 2, as funding permits. The allocation of FFY 2020 STBG funds would add approximately \$473,380 to the Northridge project. FFY 2019 remaining or unused STBG funds would include funding previously allocated to a project which was completed under budget.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to allocate the FFY 2020 Surface Transportation Block Grant funds, and any remaining and unused FFY 2019 Surface Transportation Block Grant funds to the Northridge Drive Reconstruction Project as presented.

Background/Issues & Analysis

Roadways in Performance District 2 were evaluated and presented to the RTC Board in September 2019. At that time, eight transportation infrastructure projects were proposed for District 2 including six preservation projects and two major rehabilitation/reconstruction projects. In September, the RTC Board approved the allocation of \$516,280 from Carson City’s FFY 2019 STBG funding, plus \$27,172 for the local match.

If approved, Carson City’s portion of FFY 2020 STBG funds (estimated to be \$473,380), and any remaining and unused FFY 2019 Surface Transportation Block Grant funds, will be allocated to the project alongside the additional required local match of 5% (approximately \$24,915).

To expedite the project, the design for Northridge Drive will be done inhouse and reimbursement will not be requested. This will allow staff to complete design for Northridge Drive between Jarbidge Court and Eastridge Drive. The inhouse design costs are estimated at \$60,000 and will be funded out of the FY 20 Regional Transportation fund. Based on the preliminary cost estimates, the total cost for the Northridge Drive Project is \$1,135,000. After accounting for the \$1,041,747 in STBG funding (includes required local match) and the \$60,000 for in house design cost, only approximately \$33,253 is unfunded. If sufficient funding from FFY 2019 STBG funds does not become available, the project will be scaled down to meet available funding limitations.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 277A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Transportation Infrastructure Account / 2503035-507102;

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, an additional \$24,915 will be transferred from the Transportation Infrastructure account to the Capital Improvements Account for the project. If additional FFY 2019 STBG funding becomes available at a later date from existing projects being completed under budget, that additional funding will be carried forward into the Northridge Drive Project, with the required local match being transferred from the Transportation Infrastructure Account to support the required local match.

Alternatives

-Direct staff to allocate funding to other transportation infrastructure priorities.

Supporting Material

-N/A

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: February 12, 2020
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: December 19, 2019
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of November 2019**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	190	486
Street Patching Operation (tons of asphalt)	62	390
Pot Holes Repaired	2	9

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	15	484
Tree Removal	0	11
Tree Replacement	0	3
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	8
Weed Abatement Chemical Sprayed (gallons applied)	0	3300

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	41.75	212
Curb & Gutter (linear feet)	0	1059
Sidewalk & Flat Work (sq/ft)	2542	8010
Wheel Chair Ramps	1	2
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc (yards)	Hauled 900 yards of DG to the Cooperate yard	1,840
Shoulder Work on Asphalt Roads	550	2068
Debris Cleaned	0	529

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	5000	5378
Lineal foot of ditch cleared	0	6349
Pipe Hydro Flushed (linear feet)	0	610
Drainage Inlets Cleaned	358	358
Sediment Removed from Ditches (yards)	5000	5378

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	571	3058.7
Material Picked Up (yards)	560	1698
City Parking Lots Swept	0	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	26	162
Bins Hauled for Sweeping Operation (yards)	31	205
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	20
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	0	30
Signs Replaced	0	33
Sign Post Replaced	0	18
Signs Replaced due to Graffiti Damage	0	11
Delineators Replaced	0	15
Cross Walks Painted	0	191
Stop Bars Painted	0	168
Yield Bars Painted	0	89
Right Arrows Painted	0	27
Left Arrows Painted	0	149
Straight Arrows Painted	0	6
Stop (word) Painted	0	10
Only (word) Painted	0	11
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	29
Curb Painted (linear feet)	0	78

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	4 Snow Events - 213 yards of salt/sand mixture - 3,188 of brine	4
Rain Event/Flood Control	1 Rain Event - 358 drains cleared - 14 yards of debris cleared	1
Wind	0	0



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: February 12, 2020
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: January 27, 2020
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 2019

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	303	789
Street Patching Operation (tons of asphalt)	19.5	410
Pot Holes Repaired	5	14

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	19	503
Tree Removal	0	11
Tree Replacement	0	3
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	8
Weed Abatement Chemical Sprayed (gallons applied)	0	3300

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	15.5	227.5
Curb & Gutter (linear feet)	99	1158
Sidewalk & Flat Work (sq/ft)	340	8350
Wheel Chair Ramps	0	2
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc (yards)	0	1,840
Shoulder Work on Asphalt Roads	550	2068
Debris Cleaned	0	533.25

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	1145	6523
Lineal foot of ditch cleared	0	6349
Pipe Hydro Flushed (linear feet)	563	1173
Drainage Inlets Cleaned	0	358
Sediment Removed from Ditches (yards)	1145	6523

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	285	3343.7
Material Picked Up (yards)	253	1951
City Parking Lots Swept	0	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	38	200
Bins Hauled for Sweeping Operation (yards)	28	233
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	24
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	141	141
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	15	45
Signs Replaced	7	40
Sign Post Replaced	2	20
Signs Replaced due to Graffiti Damage	2	13
Delineators Replaced	43	58
Cross Walks Painted	0	191
Stop Bars Painted	0	168
Yield Bars Painted	0	89
Right Arrows Painted	0	27
Left Arrows Painted	0	149
Straight Arrows Painted	0	6
Stop (word) Painted	0	10
Only (word) Painted	0	11
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	29
Curb Painted (linear feet)	0	78

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	8 Snow Events - 182 yards of salt/sand mixture - 6,484 of brine	16
Rain Event/Flood Control	2 Rain Events - Cleared 562 drains & removed 12 yd of debris	3
Wind	0	0



Project Status Report

7-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: February 12, 2020

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich PE, Transportation Engineer

Subject: Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518001 - South Carson Street Complete Streets Project	\$1,108,421	2
P303518003 - Freeway Multi-Use Path to Colorado Street	\$67,800	3
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$1,060	4
P303518056 - CDBG College Parkway Improvements	\$212,900	5
P303518079 - FY 2019 District 1 Street Lighting	\$16,200	6
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$4,300	7
P303519009 - Roop Street Rehabilitation Project	\$12,500	8
P303519010 - Fairview Drive Rehabilitation Project	\$16,700	9
P320118065 - Airport Road Utility Replacement Project	\$48,000	10
P303519012 - FY 2020 District 2 Winnie Lane Pavement Preservation	\$39,900	11
P303519013 - FY 2020 District 2 Roop Street Pavement Preservation	\$1,300	12
P303519015 - FY 2020 District 2 Russell Road Pavement Preservation	\$1,800	13
P303519016 - FY 2020 District 2 Saliman Road Pavement Preservation	\$2,000	14
PXX - FY 2020 District 2 Long Street Project	\$0	15
PXX - FY 2020 District 2 Northridge Drive Pavement Reconstruction	\$0	16
	\$1,532,881	

*As of January 2019; includes design, construction management, and construction costs to date.

Project Name: South Carson Street Complete Streets Project
Project Number: P303518001 & P303517037
Department Lead: Public Works

Project Cost to Date	\$1,108,421	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$21,366,993
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5053705	507010	Stormwater Fund	19/20	\$3,610,811
5203502	507010	Water Fund	19/20	\$557,000
5103205	507010	Wastewater Fund	19/20	\$231,000
2503035	507010	RT Fund (State/TIGER)	19/20	\$14,188,384
6037510	507010	Redevelopment Fund	19	\$205,000
3100615	507010	Infrastructure Fund	19/20	\$2,574,798

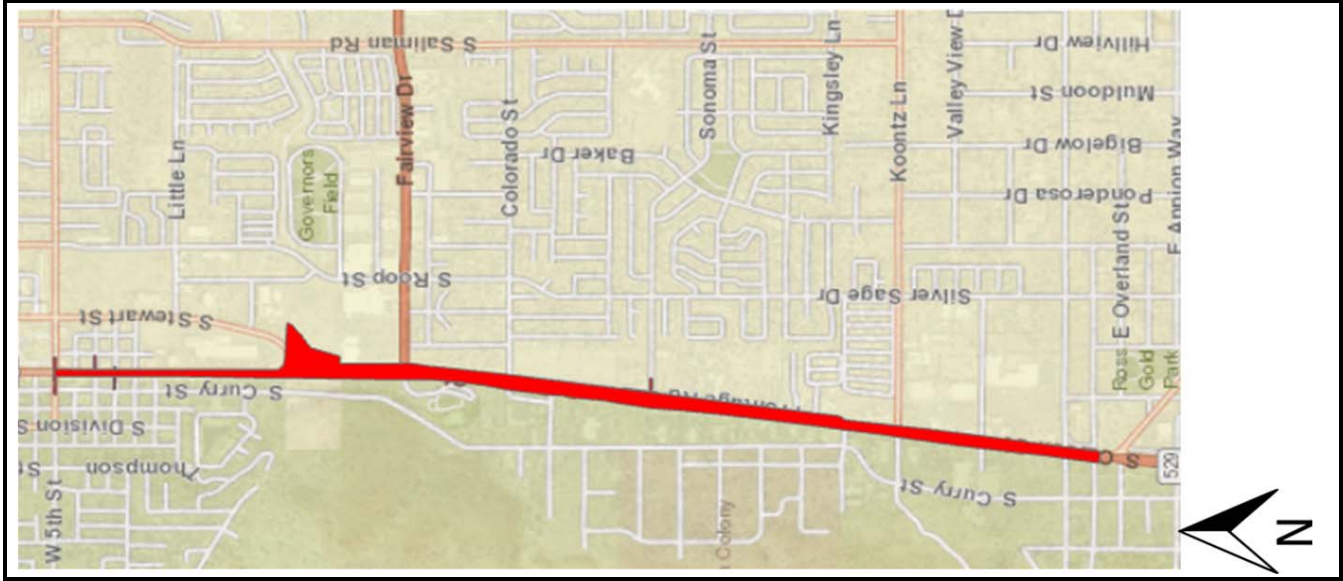
Project Description
 This project includes roadway resurfacing and the addition of Complete Streets improvements on South Carson Street corridor between Fifth Street & Appion Way (includes a portion of the Frontage Road).

Project Justification
 Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372.

Project Status
 The design of the project is complete. The TIGER agreement was executed on 12/27/19. Staff has negotiated a price with the CMAR contractor and the construction agreement was awarded at the February 6 Board of Supervisors meeting. Construction is anticipated to begin in March.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-18	Oct-19	N/A
Construction	Mar-20	Dec-20	12/27/2019



Project Name: Freeway Multi-Use Path to Colorado Street
Project Number: P303518003
Department Lead: Public Works

Project Cost to Date	\$67,800	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$1,141,771
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,084,682
2503035	507010	RT Fund	FY20	\$57,089

Project Description

This project will construct 4,200 feet of multi-use path and associate improvements. The project is located on the west side of I-580 between the existing linear ditch path and Colorado Street.

Project Justification

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

The design phase is 100% complete. An amendment to the LPA Agreement with NDOT is required to account for changes to materials. Construction bids were opened on December 3rd. Construction contract presented for approval at the February 12, 2020 RTC Board.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-19	Sep-19	18-Feb-19
Construction	Mar-20	Oct-20	23-Sep-19



Project Name: Freeway Multi-Use Path to Edmonds Sports Complex
Project Number: P303518008
Department Lead: Public Works

Project Cost to Date	\$1,060	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$1,618,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

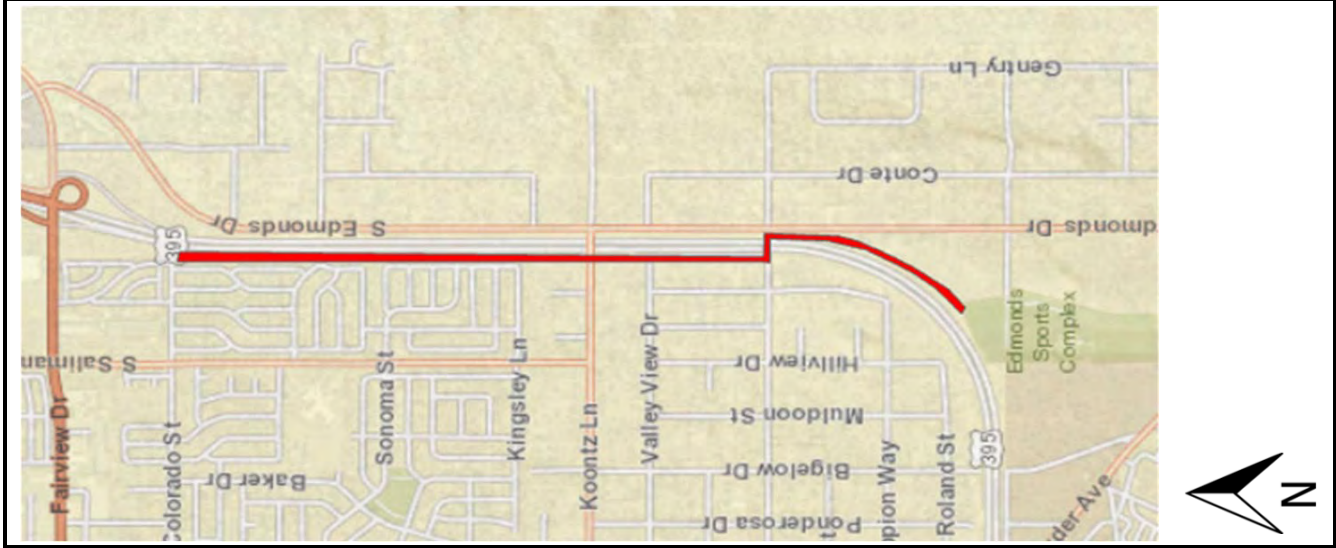
Project Description
 This project will construct a 2.3 mile multi-use path between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway.

Project Justification
 This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status
 This project is currently in the design phase.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Dec-20	23-Sep-19
Construction	Mar-21	Oct-21	



Project Name: CDBG College Parkway Improvements
Project Number: P303518056
Department Lead: Public Works

Project Cost to Date	\$212,900	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$268,892
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	RT Fund (Federal-CDBG)	FY20	\$268,892

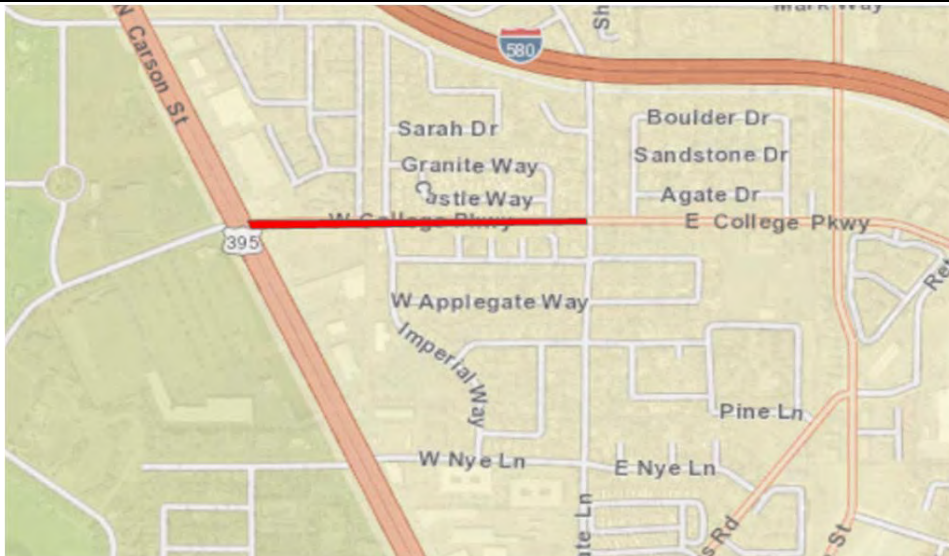
Project Description
 This project constructed ADA compliant curb ramps, improved access to pedestrian activated push buttons, and repaired sidewalk in poor condition along West College Parkway between North Carson Street and Northgate Lane.

Project Justification
 This project is in line with the City’s ADA Transition Plan. The project is 100% funded through a competitive Community Development Block Grant (CDBG), awarded by the Governor's Office of Economic Development.

Project Status
 Construction has been completed. Permanent pavement patches have been installed. Contractor is completing punchlist work.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-18	Apr-19	01-Jul-18
Construction	Oct-19	Apr-20	N/A



Project Name: FY 2019 District 1 Street Lighting
Project Number: P303518079
Department Lead: Public Works

Project Cost to Date	\$16,200	As of Date	Grant Funded	Total Budget
		January 2020	No	\$114,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY19	\$114,000

Project Description

This project includes the installation of street lighting at two intersections: the intersection of Northgate Lane and College Parkway and the intersection of Goni Road and Arrowhead Drive.

Project Justification

The RTC directed staff to pursue transportation infrastructure projects for Performance District 1 on September 12, 2018. In line with the City’s Complete Streets policy, all of the FY 2019 pavement projects have been evaluated for Complete Street improvements. The two intersections noted above currently do not have any street lighting. The addition of street lighting at these locations is anticipated to improve safety for all users.

Project Status

Construction of the pole foundations by the City contractor is complete at College Parkway. Work is continuing at Arrowhead Drive. Following NV Energy final inspection and approval of the foundations, NV Energy will install the poles.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	May-19	N/A
Construction	Jan-20	Mar-20	N/A



Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction Project
Project Number: P303519006
Department Lead: Public Works

Project Cost to Date	\$6,000	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$3,757,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY19	\$35,350
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$3,521,650

Project Description

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, a westbound bicycle lane, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

Project Justification

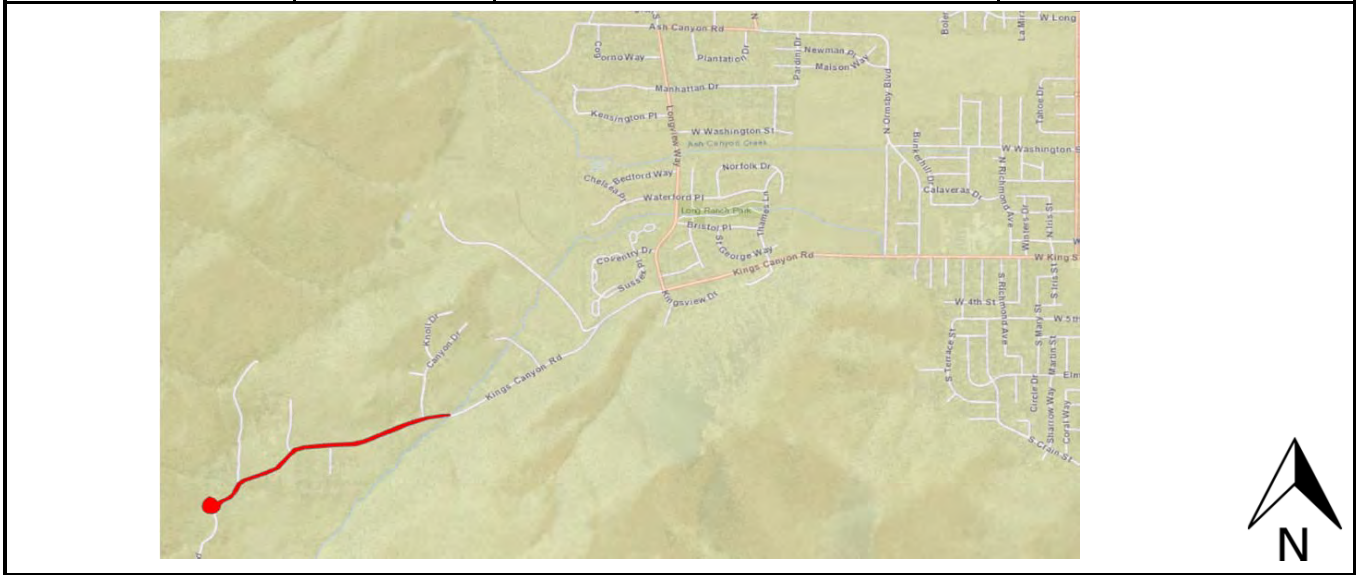
The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project totaling \$3,707,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$35,350 to the RTC Fund to contribute to the local match. Additional local funding is budgeted to cover project administration costs.

Project Status

The project is being designed and delivered by FHWA and is currently in the design phase. The City has received 70% design plans from FHWA and is currently reviewing.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Oct-20	N/A
Construction	Feb-21	Nov-21	N/A



Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$12,500	As of Date	Grant Funded	Total Budget
		January 2020	No	\$641,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000

Project Description

This project includes the rehabilitation of Roop Street, between East 5th Street and East Musser Street. The project improvements include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

Project Justification

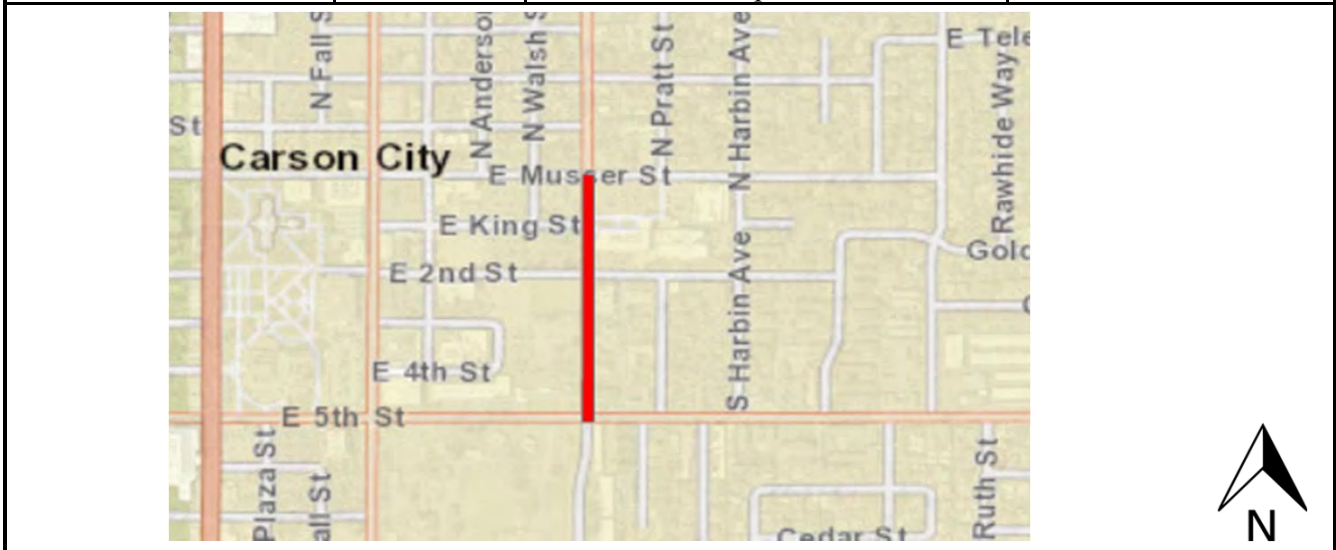
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status

This project is currently in the design phase. Geotechnical work has been completed and the right-of-way information has been compiled. Project survey is pending.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Jul-20	N/A
Construction	Mar-21	Sep-21	N/A



Project Name: Fairview Drive Rehabilitation Project
Project Number: P303519010
Department Lead: Public Works

Project Cost to Date	\$16,700	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$1,293,713
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-STBG)	FY19/20	\$673,566
2503035	507010	RT Fund	FY19/20	\$35,451
5203505	507010	Water Fund	FY20	\$584,696

Project Description

This project includes the rehabilitation of Fairview Drive between Carson Street and Roop Street. The project includes a partial reconstruction and a partial mill and overlay with patching of the roadway. Other project improvements include the construction of new sidewalk, repair of existing sidewalk, stormwater enhancements, and ADA improvements to existing curb ramps and pedestrian push buttons.

Project Justification

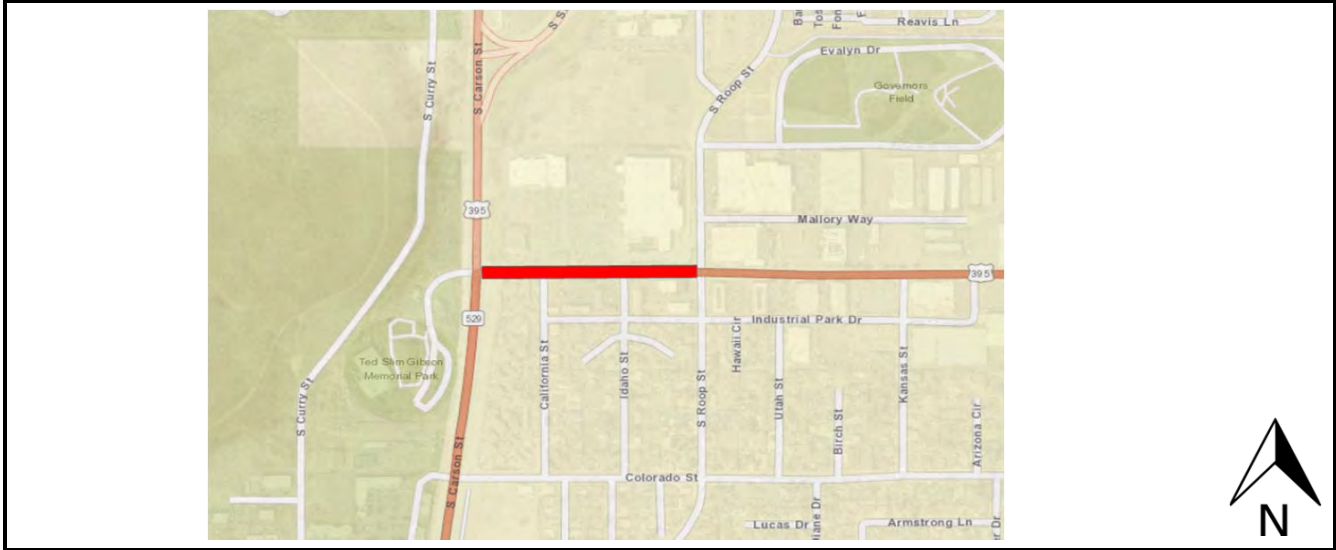
Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

The design phase is 100% complete. The construction project has been advertised and bids will be opened in February 2020. The construction schedule was modified to July 2020 to reduce conflict with the South Carson Street Project.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-19	Aug-19	N/A
Construction	Jul-20	Oct-20	21-Aug-19



Project Name: Airport Road Utility Replacement Project
Project Number: P320118065
Department Lead: Public Works

Project Cost to Date	\$48,000	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$2,469,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5103205	507010	Waste Water Fund	FY19	\$1,690,000
2503035	507010	RT Fund (Federal-STBG)	FY19	\$179,000
5203505	507010	Water Fund	FY20	\$600,000

Project Description

This project includes the replacement of sewer and water infrastructure and the reconstruction of the Airport Road between Highway 50 and Minonee Lane.

Project Justification

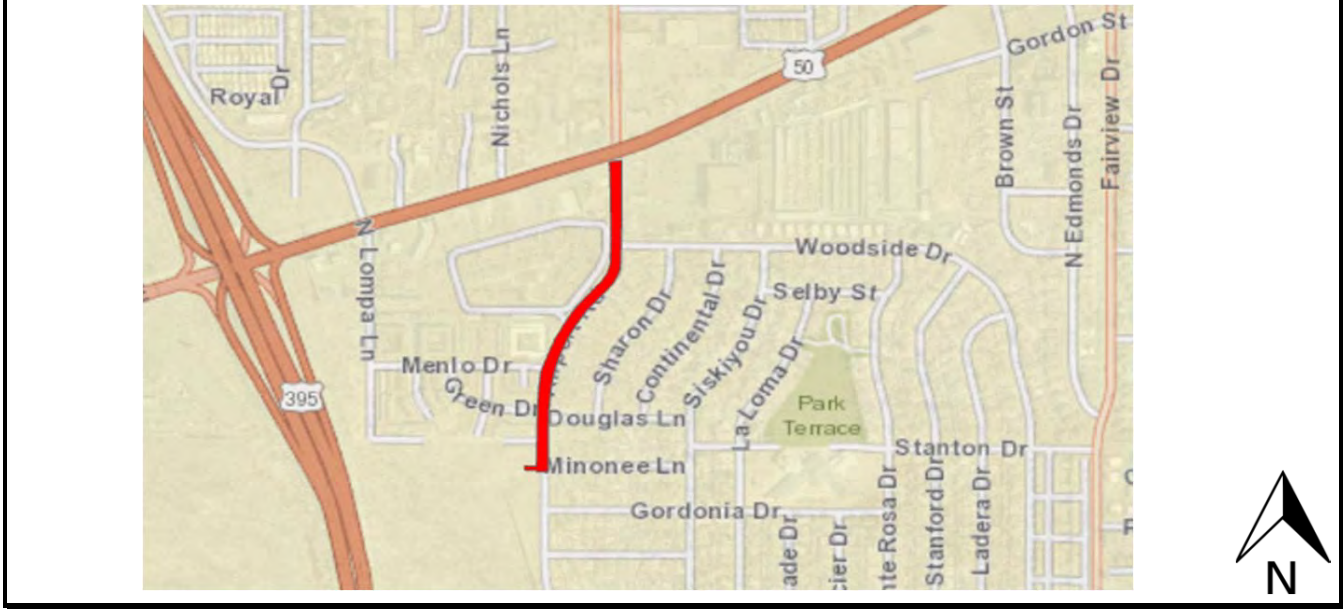
The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

Design is 100% complete. Construction bids have been received and are within the project budget. Construction contract presented for approval at the February 12, 2020 RTC Board.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Dec-18	Aug-19	N/A
Construction	Mar-20	Sep-20	17-Sep-19



Project Name: FY 2020 District 2 Winnie Lane Pavement Preservation
Project Number: P303519012
Department Lead: Public Works

Project Cost to Date	\$39,900	As of Date	Grant Funded	Total Budget
		January 2020	No	\$300,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY19/20	\$300,000

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Winnie Lane between N. Carson Street and Roop Street. It includes the reconstruction of sidewalks and driveways for drainage and ADA improvements.

Project Justification

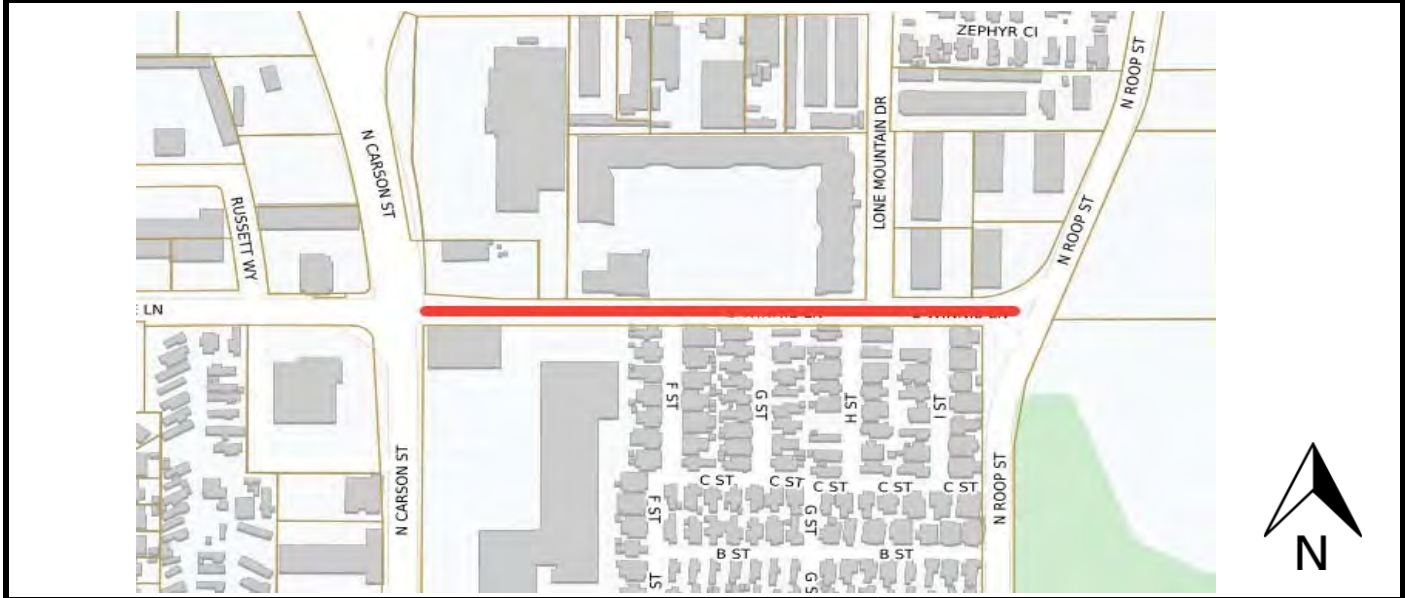
The pavement condition along Winnie Lane necessitates a pavement preservation treatment to maintain existing pavement life and avoid rapid deterioration along this east/west route. There are ADA deficiencies along the sidewalk and a lack of curb ramps at crosswalk locations.

Project Status

The project is currently in the design phase. Coordination with NV Energy is occurring regarding existing overhead electric.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-19		NA
Construction	TBD	TBD	NA



Project Name: FY 2020 District 2 Roop Street Pavement Preservation
Project Number: P303519013
Department Lead: Public Works

Project Cost to Date	\$1,300	As of Date	Grant Funded	Total Budget
		January 2020	No	\$280,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY20	\$280,000

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Roop Street between Robinson Street and Hot Springs Road. Pavement patching is included for the segment between Northridge Drive and Hot Springs Road.

Project Justification

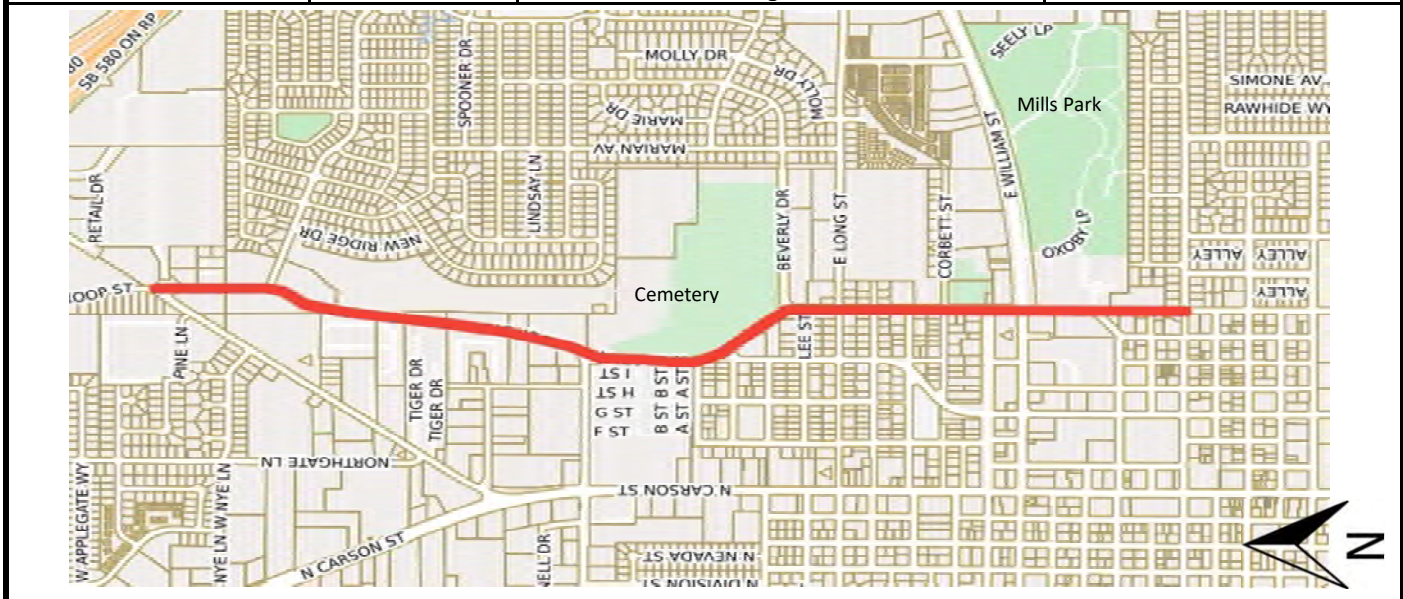
This route is a critical north-south route in Carson City. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration.

Project Status

The project is currently in the design phase. Design is approximately 75% complete.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Apr-20	N/A
Construction	Jun-20	Sep-20	N/A



Project Name: FY 2020 District 2 Russell Way Pavement Preservation
Project Number: P303519015
Department Lead: Public Works

Project Cost to Date	\$1,800	As of Date	Grant Funded	Total Budget
		December 2020	No	\$105,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$105,000

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Russell Way between William Street and Northridge Drive. It includes ADA improvements and the construction of a valley gutter at the intersection of Long Street.

Project Justification

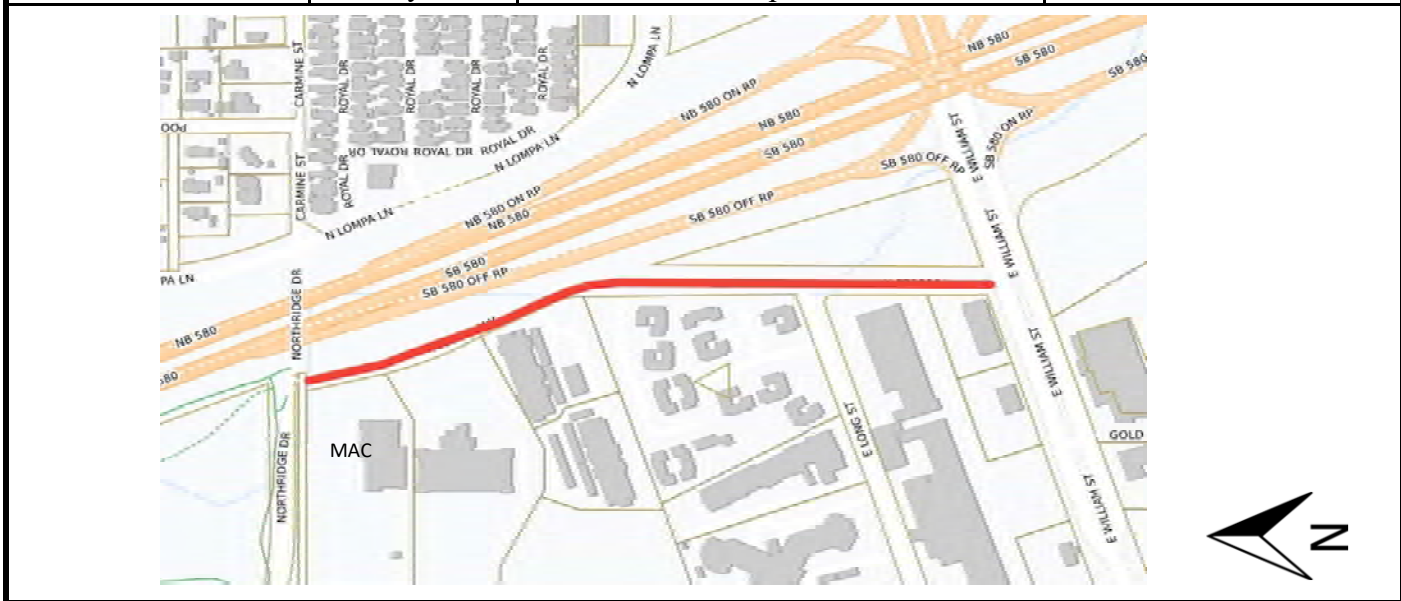
This route provides north-south access to William Street, Long Street and Northridge Drive and is adjacent to the MAC. Pavement preservation will extend pavement life and avoid rapid deterioration along the road.

Project Status

The project is currently in the design phase. Design is approximately 75% complete.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-19	Mar-20	N/A
Construction	May-20	Sep-20	N/A



Project Name: FY 2020 District 2 Saliman Road Pavement Preservation
Project Number: P303519016
Department Lead: Public Works

Project Cost to Date	\$2,000	As of Date	Grant Funded	Total Budget
		December 2020	No	\$448,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$448,000

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Fairview Drive and Long Street. It includes waterline trench repairs at the intersection of Robinson Street. The project also includes installation of an Rectangular Rapid Flashing Beacon (RRFB) at the existing crosswalk at the Linear Ditch Pathway near Fremont Elementary.

Project Justification

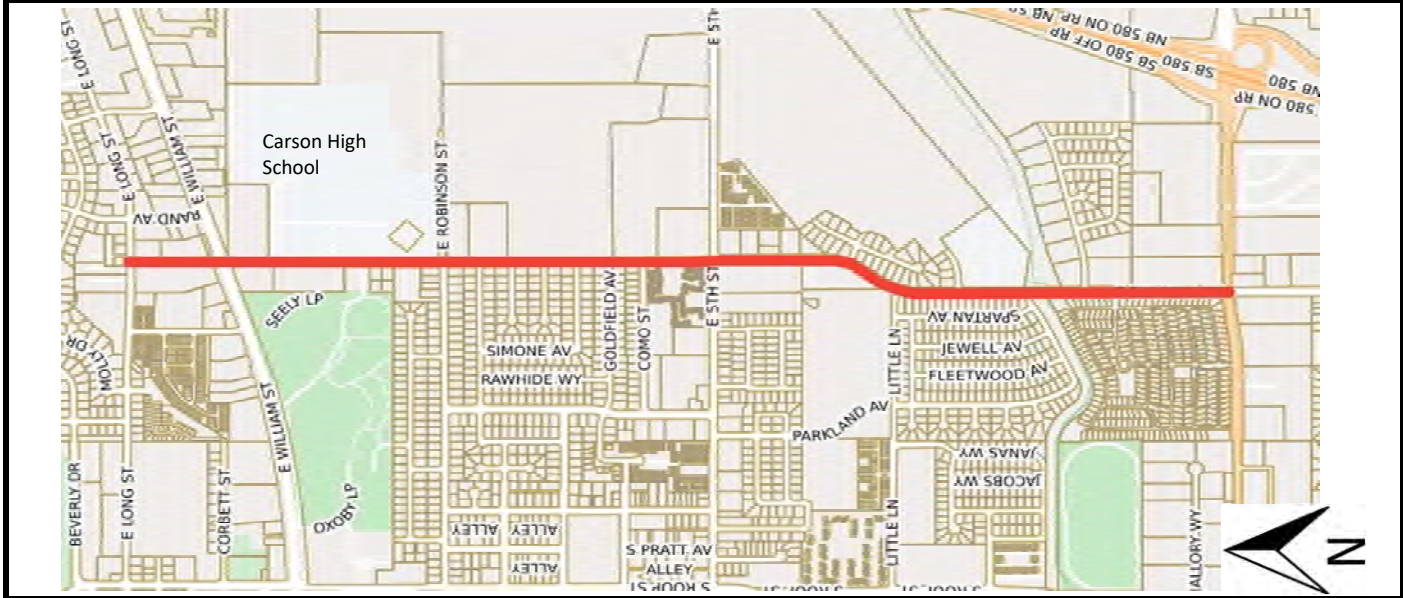
The pavement condition along Saliman Road necessitates a pavement preservation treatment to maintain existing pavement life and avoid rapid deterioration along this important north/south arterial. The RRFB will provide enhanced crosswalk awareness in the area of the school zone.

Project Status

The project is currently in the design phase. Design is approximately 75% complete.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-19	Mar-20	N/A
Construction	May-20	Aug-20	N/A



Project Name: FY 2020 District 2 Long Street Project
Project Number: Pending
Department Lead: Public Works

Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		January 2020		\$1,797,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5203505	507010	Water Fund	FY20	\$898,305
5103205	507010	Wastewater Utility Fund	FY20	\$207,540

Project Description

The scope of the project will be the installation of approximately 2,900 feet of 8” water main between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and reconstruction of the Long Street pavement between Roop Street and Saliman Road.

Project Justification

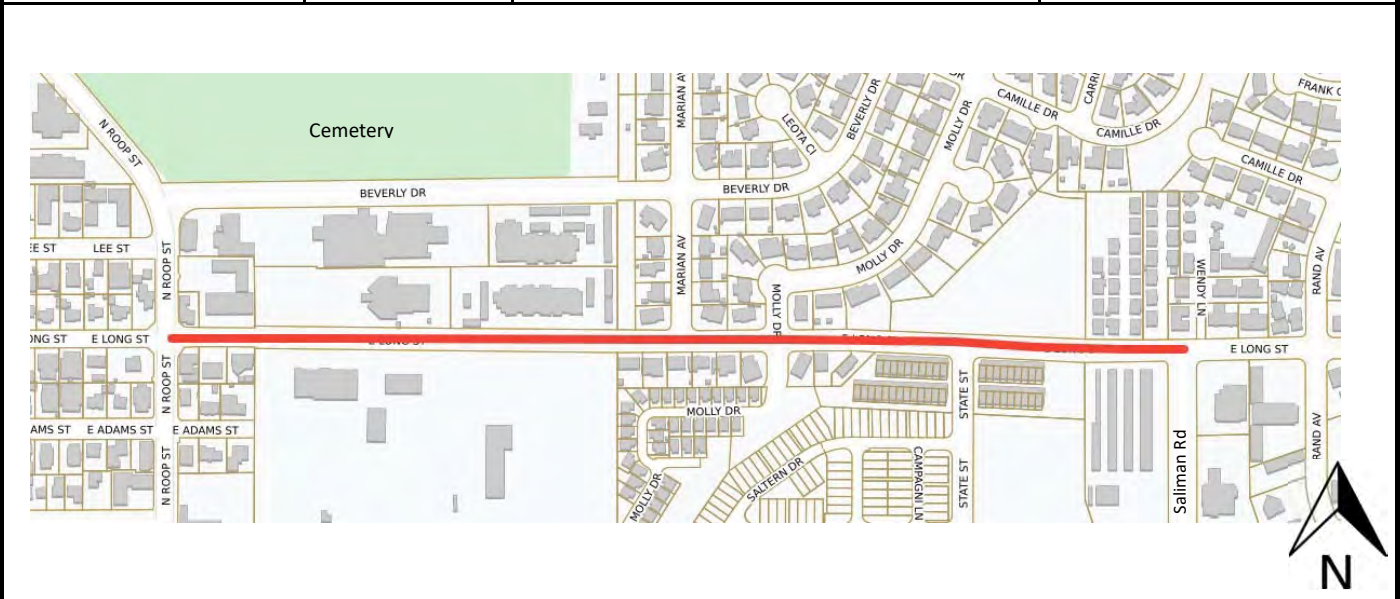
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. Since we will be trenching for both the water and sewer, we decided to do a full depth reconstruct of the road for the full length of the project.

Project Status

Design will begin in February 2020.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Jun-20	
Construction	Jul-20	Dec-20	



Project Name: FY 2020 District 2 - Northridge Drive Pavement Reconstruct
Project Number: Pending
Department Lead: Public Works

Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		January 2020	Yes	\$1,135,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal - STBG)	FY20/21	\$1,080,900
2503035	507010	RT Fund	FY20/21	\$54,100

Project Description

Roadway reconstruction of Northridge Drive between Jarbrige Court and Eastgate Lane. The project includes full depth pavement reconstruction, ADA upgrades to curb ramps, and groundwater mitigation.

Project Justification

The pavement condition along this segment necessitated reconstruction. There are ADA deficient curb ramps along the road. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

An LPA agreement with NDOT is required and is being drafted. Design will begin in March.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Mar-20	Aug-20	NA
Construction	May-21	Aug-21	TBD

