



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

Day: Wednesday
Date: May 13, 2020
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

NOTICE TO PUBLIC: The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will **NOT** have a physical location open to the public until such time this Directive is removed.

Members of the public who wish to participate during a public meeting may do so by providing public comment during the two designated public comment periods, indicated on the agenda, via videoconference or telephonic appearance. To videoconference, you must have access to an Internet connection and a computer equipped with a camera and microphone with which you can join a meeting at the following link: <https://carsoncity.webex.com/meet/sierraroom>. To join by telephone, you must dial the following number: +1-408-418-9388 (Meeting ID: 967 882 207). You may also provide public comment in advance of a meeting by written submission to the following e-mail address: LMaloney@carson.org. For inclusion or reference in the minutes of a meeting, your public comment must include your full name and be submitted via e-mail by not later than 3:00 p.m. the day before the date of the meeting.

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

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 the RTC 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:** The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body. 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 April 8, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action – Discussion and possible action regarding the allocation of additional Federal Fiscal Year (FFY) 2020 Surface Transportation Block Grant (STBG) funds and any remaining or unused FFY 2019 STBG funds to the Colorado Street Rehabilitation Project.

Staff Summary: Colorado Street between Carson Street and Saliman Road is a Collector Roadway in poor condition. The allocation of STBG funds will allow the pairing of a potential ADA sidewalk project with a roadway rehabilitation project. Colorado Street is located in Performance District 4. The allocation of FFY 2020 STBG funds is approximately \$741,292. FFY 2019 remaining or unused STBG funds would include funding previously allocated to a project which was completed under budget.

6-B For Possible Action – Discussion and possible action regarding a recommendation to the Board of Supervisors on the Fiscal Year (FY) 2021 budgets for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds.

Staff Summary: The Carson City Board of Supervisors is expected to take final action on the FY 2021 budgets in May. Staff will review the tentative budgets with the RTC and highlight significant projects to be undertaken.

6-C For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300161, Saliman Road and Russell Way Preservation Project, to Sierra Nevada Construction, Inc., for a total not to exceed amount of \$463,657.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Saliman Road Preservation Project which includes applying a Type 3 - Modified Rapid Setting Slurry Seal on Saliman Road between Fairview Drive and Long Street, and on Russell Way between Highway 50 and Northridge Drive. The project also includes, but is not limited to, electrical conduit trenching and installation, installation of a type 14 street light, Rectangular Rapid Flashing Beacon (RRFB) installation at the linear ditch trail, pedestrian curb ramp installation, asphalt patching, and re-striping. The project will also include a 2-inch mill and overlay of a settled water main trench on Saliman Road between Robinson Street and Sealy Loop (Mills Park). The construction contract is for the base bid of \$407,307, minus bid item #22 in the amount of \$2,500, plus the two alternate bid items totaling \$16,700, plus a 10% contingency amount of \$42,150.70. With the award of the alternative bid items shown in Exhibit 1, alternative bid item #44 replaces base bid item #22. The engineers estimate was \$446,000.

6-D For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300154, Roop Street Pavement Micro-Surfacing Project, to Sierra Nevada Construction, Inc., for a total not to exceed amount of \$257,407.70 to be funded with V&T Infrastructure funds.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Roop Street Micro-Surfacing Project, which includes applying a Type 3- Modified Micro-Surface, pavement patching, and re-striping of Roop Street between Robinson Street and Hot Springs Road. The construction contract is for the base bid of \$234,007 plus a 10% contingency amount of \$23,400.70. The engineer's estimate was \$270,000.

6-E For Information Only – Information and discussion on the recently implemented Speed Limit Policy that sets forth guidelines for establishing and reviewing speed limits on new and existing roadways within Carson City, Nevada.

Staff Summary: Staff will present information related to the Speed Limit Policy and how that policy will be implemented. The methods outlined in the policy will be used as the basis to establish new and review existing speed limits within Carson City. The policy also provides guidance on the use of special speed zones and on the placement of speed signs.

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

7-A Transportation Manager's Report

7-B Street Operations Activity 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, June 10, 2020, at the Sierra Room - Community Center, 851 East William Street, immediately after the meeting of the Carson Area Metropolitan Planning Organization.

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

****PUBLIC COMMENT LIMITATIONS - Although the RTC often provides an opportunity for additional public comment during each specific item designated for possible action on the agenda, public comment will be temporarily limited to the beginning of the agenda before any action is taken and again at the end before adjournment. This policy will remain effective during the period of time the State of Nevada is under a State of Emergency as declared by the Governor due to the COVID-19 pandemic, and is intended to achieve the efficient conduct of meetings while facilitating public participation via videoconference and telephonic means.**

NOTICE TO PUBLIC: In accordance with the Governor's Emergency Declaration Directive 006 suspending state law provisions requiring the posting of public meeting agendas at physical locations, this agenda was posted electronically at the following Internet websites:

This notice has been posted at the following locations:

www.carson.org/agendas

<http://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting on Wednesday, April 8, 2020, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough (via WebEx)
 Commissioner Lori Bagwell
 Commissioner Macquarie (via WebEx)
 Commissioner Greg Stedfield

STAFF: Lucia Maloney, Transportation Manager
 Dirk Goering, Sr. Transportation Planner
 Todd Reese, Deputy District Attorney (via WebEx)
 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

(5:24:10) – Chairperson Bonkowski called the meeting to order at 5:24 p.m. Roll was called, and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(5:25:00) – Ms. Maloney indicated that there were no modifications to the agenda.

3. DISCLOSURES

(5:25:10) – Chairperson Bonkowski entertained Commissioner disclosures; however, none were forthcoming.

4. PUBLIC COMMENT

(5:25:22) – Chairperson Bonkowski entertained public comments; however, none were forthcoming.

5. APPROVAL OF MINUTES

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE MARCH 11, 2020 DRAFT MINUTES.

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(5:25:30) – Chairperson Bonkowski introduced the item and entertained comments, changes, corrections, or a motion.

(5:25:42) – Commissioner Bagwell moved to approve the minutes of the March 11, 2019 RTC meeting as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

6. PUBLIC MEETING ITEMS

6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON CITY 2020 AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

(5:26:06) – Chairperson Bonkowski introduced the item. Ms. Maloney presented the Staff Report and referenced the 2020 Americans with Disabilities Act (ADA) Transition Plan, both of which are incorporated into the record. She also acknowledged Mr. Goering’s efforts in compiling the plan, calling it “a labor of love,” and responded to Commissioner questions. Commissioner Bagwell was informed that the plan would be used as a component to determine projects in performance districts, the Safe Routes to School program, and to apply for funding such as Community Block Development Grants (CDBG). Commissioner Bagwell also recommended considering Redevelopment funds relating to projects such as sidewalks and utility extensions. Ms. Maloney noted that the plan information is also used by the Community Development Division to have enhancements as parts of the Conditions of Approval when permits are obtained. There were no public comments. Chairperson Bonkowski entertained a motion.

(5:34:15) – Commissioner Bagwell moved to approve the Carson City 2020 Americans with Disabilities Act (ADA) Transition Plan for Pedestrian Facilities in the public right-of-way as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

6-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING TWO TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATIONS TO THE NEVADA DEPARTMENT OF TRANSPORTATION FOR DISCRETIONARY GRANT FUNDING FOR THE CARSON CITY MULTI-USE PATH REHABILITATION AND CONNECTION INFRASTRUCTURE PROJECT, FOR APPROXIMATELY \$1.64 MILLION, AND FOR THE WESTERN NEVADA SAFE ROUTES TO SCHOOLS NON-INFRASTRUCTURE PROJECT, FOR APPROXIMATELY \$885,925.

(5:34:47) – Chairperson Bonkowski introduced the item. Ms. Maloney presented the Staff Report which is incorporated into the record and responded to clarifying questions by the Commissioners. She also noted that the budget is still being finalized; therefore, some components discussed in the previous Carson Area Metropolitan Planning Organization meeting, such as the design component of the crossing at Evalyn and Roop Streets were not yet detailed. Ms. Maloney indicated that the Safe Routes to School grant application personnel and benefit costs were still being analyzed. She also responded to clarifying questions by the Commissioners. There were no public comments; therefore, Chairperson Bonkowski entertained a motion.

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(5:38:56) – Commissioner Bagwell moved to approve the submission of a grant application for the Linear Ditch Multi-use Path Extension from Roop Street to South Carson Street and to provide rehabilitation to Carson City’s Multi-use Path Network as determined by Staff and a grant application for Western Nevada Safe Routes to School Program for Federal Fiscal Years (FFYs) 2021 and 2022 as determined by Staff. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - NON-ACTION ITEMS:

7-A TRANSPORTATION MANAGER’S REPORT

(5:39:49) – Ms. Maloney updated the Commission on the resiliency of her team during the Coronavirus “strange times” and praised their willingness to help. She singled out the Jump Around Carson (JAC) transit team’s efforts for providing service without any reduction of hours. Ms. Maloney also thanked the Engineering, Construction, Fleet Services, and the City leadership teams, including the Commissioners. Commissioner Bagwell noted that she had received calls regarding the JAC buses which had been operating with more than 9 riders. Ms. Maloney explained that many essential personnel depended on the buses as they did not have other methods of transportation, adding that fixed-route ridership had decreased, in addition to the lessened demand for paratransit rides. She also described the precautionary measures taken to reduce driver and passenger exposure. Ms. Maloney additionally announced that \$3.7 million had been apportioned to Carson City under the CARES Act for transit.

7-B STREET OPERATIONS ACTIVITY REPORT

(5:41:58) – Ms. Maloney reviewed the highlights from the Street Operations Activity Report which is incorporated into the record. There were no Commissioner questions or comments.

7-C PROJECT STATUS REPORT

(5:43:11) – Chairperson Bonkowski introduced the item and requested double-checking to ensure the appropriate contractors were associated with the projects. Mr. Goering offered to look into that. He also provided a status update on the projects, incorporated into the record. He also responded to clarifying questions by the Commissioners.

8. BOARD COMMENTS: FOR INFORMATION ONLY – STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE RTC BOARD.

(5:52:20) – Chairperson Bonkowski entertained Board comments. Chairperson Kimbrough thanked Staff for “getting the job done,” noting that the construction industry had not stopped working and they had put themselves in danger. Member Macquarie echoed Chairperson Kimbrough’s comments and thanked the City for moving forward with the projects.

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9. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, May 13, 2020, AT THE SIERRA ROOM - COMMUNITY CENTER, 851 EAST WILLIAM STREET.

(5:54:28) – Chairperson Bonkowski read the agenda item into the record and clarified that the RTC meeting will immediately follow the Carson Area Metropolitan Planning Organization meeting which starts at 4:30 p.m.

10. PUBLIC COMMENT

(5:54:48) – Chairperson Bonkowski entertained public comments; however, none were forthcoming.

11. ADJOURNMENT: FOR POSSIBLE ACTION

(5:55:01) – Chairperson Bonkowski adjourned the meeting at 5:55 p.m.

The Minutes of the April 8, 2020 Carson City Regional Transportation Commission meeting are so approved this 13th day of May 2020.



STAFF REPORT

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

Meeting Date: May 13, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding the allocation of additional Federal Fiscal Year (FFY) 2020 Surface Transportation Block Grant (STBG) funds and any remaining or unused FFY 2019 STBG funds to the Colorado Street Rehabilitation Project.

Staff Summary: Colorado Street between Carson Street and Saliman Road is a Collector Roadway in poor condition. The allocation of STBG funds will allow the pairing of a potential ADA sidewalk project with a roadway rehabilitation project. Colorado Street is located in Performance District 4. The allocation of FFY 2020 STBG funds is approximately \$741,292. 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 all available FFY 2020 Surface Transportation Block Grant funds, and any remaining and unused FFY 2019 Surface Transportation Block Grant funds to the Colorado Street Rehabilitation Project, as presented.

Background/Issues & Analysis

Carson City Public Works is anticipating the availability of unused STBG funds from Lyon County, approximately \$709,617, in addition to Carson City's remaining STBG funds for FFY 2020 (approximately \$31,675). Per an agreement with the Nevada Department of Transportation (NDOT), FFY 2020 STBG funds must be obligated by September of 2021. As a result, staff is requesting the allocation of STBG funds to be used for pavement rehabilitation efforts on Colorado Street between Carson Street and Saliman Road. This section of road serves approximately 2,900 vehicles per day and is in poor condition (Pavement Condition Index of 54). Colorado Street is located in Performance District 4, as provided in the approved 2019-2023 Pavement Management Plan, and is scheduled for consideration as a project during FY 2022.

Carson City Public Works is in the tentative approval process for a Community Development Block Grant (CDBG) application which would fund sidewalk and curb ramp improvements along the Colorado Street Corridor and abutting California Street. The corridor was selected for the following reasons:

- Proximity to high and medium density residential uses
- Existing pedestrian connectivity to commercial land uses on South Carson Street and Fairview Drive
- ADA improvements are required prior to future rehabilitation efforts
- Pavement condition for Colorado Street is currently poor
- A portion of Colorado Street resides on Jump Around Carson's Bus Route Number 3

If the allocation of STBG funds is approved, staff plans to pair the pavement rehabilitation project with the tentatively approved ADA Sidewalk Project also on Colorado Street. The tentative schedule would have design starting in FY 2021, and construction would begin in the winter of 2022. Geotechnical testing still needs to be completed to identify the appropriate pavement treatment and to develop a cost estimate. Similar to other projects, staff will scale the project to match available funding. If approved, staff will develop a cost estimate and bring forth a Local Public Agency (LPA) agreement with NDOT, for use of STBG funds.

Applicable Statute, Code, Policy, Rule or Regulation

-N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: For revenues - CDBG Funding / 2750620-507010 and STBG Funding / 2503082-431010. For expenses Regional Transportation Fund, Capital Projects account / 2503035-507010

Community Development Block Grant (CDBG) fund / 2750620-507010 and Regional Transportation fund, Capital Projects account / 2503035-507010;

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Grant revenues and project expenses will be augmented during the second round of augmentations. Pairing CDBG funding with STBG grant funding would eliminate the need to use local revenue from the Regional Transportation Fund as local match. CDBG funding is unique, as it can be used for local match for other federal funding sources. STBG funding requires a 5% local match, which would equate to approximately \$39,015 in local funding to leverage \$741,292 in STBG funds. If approved, a project account will be created with matching grant revenue and grant expenses.

Alternatives

-Do not approve to allocate the STBG funding as presented, and provide alternate direction to staff.

Supporting Material

-N/A

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

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

Meeting Date: May 13, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding a recommendation to the Board of Supervisors on the Fiscal Year (FY) 2021 budgets for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds.

Staff Summary: The Carson City Board of Supervisors is expected to take final action on the FY 2021 budgets in May. Staff will review the tentative budgets with the RTC and highlight significant projects to be undertaken.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to recommend to the Board of Supervisors approval of the Fiscal Year 2021 budgets for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds.

Background/Issues & Analysis

The budgets for the Regional Transportation, Transit, CAMPO and Street Maintenance funds have been prepared and will be presented to the Board of Supervisors for final approval in May. Exhibit-1 of this Staff Report contains Budget Preparation Worksheets. The exhibit also includes Fiscal Summaries for each Fund as presented to the Board of Supervisors on April 16, 2020, matching the Tentative Budget column of the Budget Preparation Worksheets. Staff will review these budgets with the RTC.

Applicable Statute, Code, Policy, Rule or Regulation

-N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation Fund / 250; Transit Fund / 225; CAMPO Fund / 245; Street Maintenance Fund / 256

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

-Do not recommend approval of the budgets presented, and provide alternate direction to staff.

Supporting Material

-Exhibit-1: Budget Preparation Worksheets for FY 2021 Regional Transportation (250), Transit (225), CAMPO (245), and Street Maintenance (256) Funds

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Exhibit-1: Budget Preparation Worksheets for FY 2021 Regional Transportation (250), Transit (225), CAMPO (245), and Street Maintenance (256) Funds

ACCOUNT NUMBER			FY 18	FY 19	FY 20		ESTIMATED	TENTATIVE	FINAL
			ACTUALS	ACTUALS	ADJUSTED	Y-T-D	FY 2020	FY 2021	FY 2021
2500084	414100	COUNTY OPTION FUEL TAX	(\$3,752,117.19)	(\$3,585,925.95)	(\$4,045,803.00)	(\$2,020,239.94)	(\$3,700,792.00)	(\$3,754,624.00)	(\$3,754,624.00)
2503082	431010	FEDERAL GRANTS	(\$1,054,114.59)	(\$705,088.97)	(\$11,460,656.00)	(\$35,493.60)	(\$12,023,410.00)	(\$217,241.00)	(\$217,241.00)
G304017001	FED GRANT	Safe Routes to School					(\$617,500.00)	(\$217,241.00)	(\$217,241.00)
P303517033	FED GRANT	STBG-0025(031) Silver Sage Dr. Reconstr					(\$70,734.00)		
P303517037	FED GRANT	TIGER Grant - S. Carson Street					(\$7,570,202.00)		
P303518003	FED GRANT	TAP-0025(033) 1-580 MUP Lincol					(\$660,246.00)		
P303518008	FED GRANT	Edmonds Sports Complex MUP					(\$1,525,100.00)		
P303519010	FED GRANT	Fairview Reconstruciton and Mill					(\$589,278.00)		
P303519014	FED GRANT	STBG - District 2 Northridge					(\$990,350.00)		
2503082	434010	STATE GRANTS	\$0.00	(\$6,251,219.34)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500086	421407	FF: CAPITAL SANITATION	\$0.00	\$0.00	\$0.00	\$0.00	(\$125,000.00)	\$0.00	(\$250,000.00)
2500087	435010	DEISEL 5 CENT TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$250,000.00)
2500088	461010	INTEREST INCOME	(\$6,886.15)	(\$103,123.91)	(\$20,000.00)	(\$102,288.13)	(\$100,000.00)	(\$20,000.00)	(\$20,000.00)
2500088	462020	NET INC IN FAIR VALUE INV	\$126.50	(\$54,502.56)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503081	465350	COMPLETE STREETS	(\$10,234.62)	(\$10,331.64)	(\$10,000.00)	(\$5,950.89)	(\$10,000.00)	(\$10,000.00)	(\$10,000.00)
2503082	466525	CINDERLITE - GONI ROAD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503082	475100	DEVELOPER CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	(\$66,000.00)	(\$66,000.00)	\$0.00	\$0.00
2500091	481370	INFRASTRUCTURE TAX FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503091	481370	INFRASTRUCTURE TAX FUND	\$0.00	(\$4,033.26)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500099	495000	BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$8,019,726.00)	\$0.00	(\$8,019,726.00)	(\$100,000.00)	(\$100,000.00)
			(\$4,823,226.05)	(\$10,714,225.63)	(\$23,556,185.00)	(\$2,229,972.56)	(\$24,044,928.00)	(\$4,101,865.00)	(\$4,601,865.00)
2503035	500101	S	\$223,989.22	\$265,125.13	\$375,768.00	\$180,849.71	\$307,954.00	\$362,416.00	\$362,416.00
2503035	500103	S	\$163.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500106	S	\$6,222.94	\$7,700.04	\$0.00	\$6,245.14	\$6,245.00	\$0.00	\$0.00
2503035	500107	S	\$8,184.55	\$1,489.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500108	S	\$8,621.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500111	S	\$171.45	\$444.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500113	S	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500114	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500116	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500198	S	(\$4,234.40)	(\$10,810.04)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500199	S	(\$175,962.45)	(\$263,753.06)	(\$175,000.00)	\$0.00	(\$75,000.00)	(\$175,000.00)	(\$175,000.00)
		S Total	\$67,157.41	\$195.97	\$200,768.00	\$187,094.85	\$239,199.00	\$187,416.00	\$187,416.00
2503035	500225	B	\$3,526.63	\$3,926.68	\$5,367.00	\$2,903.25	\$4,546.00	\$5,197.00	\$5,197.00
2503035	500230	B	\$55,026.53	\$72,645.98	\$109,912.00	\$58,736.38	\$92,265.00	\$105,638.00	\$105,638.00
2503035	500240	B	\$38,200.91	\$43,022.19	\$58,003.00	\$22,376.13	\$36,595.00	\$32,577.00	\$29,319.00
2503035	500241	B	\$0.00	\$0.00	\$0.00	\$6,643.91	\$4,439.00	\$8,736.00	\$8,736.00
2503035	500250	B	\$2,564.36	\$2,151.39	\$3,162.00	\$1,807.42	\$3,545.00	\$2,902.00	\$2,902.00
2503035	500270	B	\$3,736.50	\$3,315.00	\$3,315.00	\$2,031.00	\$2,556.00	\$1,950.00	\$1,950.00
2503035	500271	B	\$2,829.60	\$2,547.20	\$4,080.00	\$1,528.00	\$1,991.00	\$2,124.00	\$2,124.00
2503035	500272	B	\$290.00	\$416.00	\$420.00	\$219.00	\$249.00	\$120.00	\$120.00
2503035	500299	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		B Total	\$106,174.53	\$128,024.44	\$184,259.00	\$96,245.09	\$146,186.00	\$159,244.00	\$155,986.00
2503035	500309	S&S	\$77,490.04	\$98,064.13	\$148,000.00	\$62,946.07	\$148,000.00	\$148,000.00	\$148,000.00
2503035	500330	S&S	\$5,579.55	\$3,508.45	\$6,000.00	\$1,460.63	\$6,000.00	\$6,000.00	\$6,000.00

2503035	500428	S&S	FREEWAY LANDSCAPING MAINT	\$43,090.00	\$49,061.37	\$70,000.00	\$41,627.50	\$70,000.00	\$72,500.00	\$72,500.00
2503035	500433	S&S	SOFTWARE MAINTENANCE COST	\$0.00	\$0.00	\$0.00	\$176.00	\$0.00	\$0.00	\$0.00
2503035	500435	S&S	VEHICLE REPAIR & MAINT	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00
2503035	500487	S&S	STREET SEALING	\$157,223.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500542	S&S	PRINTING/ADVERTISING	\$214.15	\$1,144.83	\$1,000.00	\$1,144.64	\$1,000.00	\$1,200.00	\$1,200.00
2503035	500545	S&S	MEMBERSHIP / PUBLICATIONS	\$1,576.00	\$1,220.00	\$1,500.00	\$180.00	\$1,500.00	\$1,300.00	\$1,300.00
2503035	500580	S&S	TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500601	S&S	OFFICE SUPPLIES	\$1,239.99	\$1,662.77	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2503035	500625	S&S	OPERATING SUPPLIES	\$4,054.33	\$11,604.08	\$5,422.00	\$794.68	\$5,422.00	\$6,211.00	\$6,211.00
2503035	500675	S&S	SMALL FURNISHINGS	\$0.00	\$0.00	\$1,000.00	\$62.49	\$1,000.00	\$1,000.00	\$1,000.00
2503035	500710	S&S	TELEPHONE	\$1,319.96	\$1,169.61	\$4,000.00	\$597.43	\$4,000.00	\$4,000.00	\$4,000.00
2503035	500901	S&S	ISC: GENERAL FUND	\$232,944.00	\$230,383.00	\$263,665.00	\$175,776.00	\$263,665.00	\$290,325.00	\$290,325.00
2503035	500915	S&S	ISC: INSURANCE FUND	\$26,250.00	\$26,250.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00
2503035	500920	S&S	ISC: SEWER FUND	\$2,671.00	\$2,744.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2503035	500924	S&S	ISC: WATER FUND	\$4,007.00	\$4,115.00	\$4,500.00	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00
2503035	500955	S&S	ISC: RADIOS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	501235	S&S	COMPLETE STREETS	\$0.00	\$0.00	\$36,253.00	\$0.00	\$36,253.00	\$10,000.00	\$10,000.00
2503035	501281	S&S	SAFE ROUTES TO SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	501299	S&S	GRANT ALLOCATION/DIRECT BILL	(\$996.12)	(\$16,570.47)	\$0.00	(\$2,977.78)	\$0.00	\$0.00	\$0.00
2503035	502450	S&S	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	504600	S&S	FISCAL CHARGES	\$1,629.17	\$0.00	\$500.00	\$0.00	\$500.00	\$500.00	\$500.00
		S&S Total		\$558,292.16	\$414,356.77	\$578,090.00	\$309,537.66	\$578,090.00	\$579,286.00	\$579,286.00
2503035	507010	CAP	CAPITAL IMPROVEMENTS	\$1,934,209.67	\$1,690,412.10	\$19,380,853.00	\$862,238.72	\$20,350,545.00	\$1,150,000.00	\$1,705,183.00
P303516007	CONSTRUCT		COLLEGE/RESEARCH IMPROVEMENT					\$50,000.00	\$50,000.00	\$50,000.00
P303517008	CONSTRUCT		SAFETY IMPROVEMENTS					\$132,600.00	\$100,000.00	\$100,000.00
P303517033	CONSTRUCT		SILVER SAGE DR. RECONSTRUCT					\$0.00		
P303517034	CONSTRUCT		PAVEMENT PRESERV - MICRO SURFACING						\$1,000,000.00	\$844,500.00
P303517037	CONSTRUCT	RTC	SOUTH CARSON CONSTRUCTION					\$13,697,148.00		
P303517037	LABOR	RTC	SOUTH CARSON CONSTRUCTION					\$464,983.00		
P303518003	CONSTRUCT		I-580 MUP LINEAR TO COLORADO					\$588,124.00		
P303518003	LABOR		I-580 MUP LINEAR TO COLORADO					\$90,571.00		
P303518008	CONSTRUCT		EDMONDS SPORTS COMPLEX MUP					\$1,606,000.00		
P303518029	CONSTRUCT	RTC	DOWNTOWN CURRY STREETScape					\$126,190.00		
P303518038	CONSTRUCT		FAIRVIEW PAVEMENT PRESERVATION					\$1,758.00		
P303518055	CONSTRUCT		RRFB SALIMAN/LINEAR PATH					\$0.00		
P303518055	LABOR		RRFB SALIMAN/LINEAR PATH					\$0.00		
P303518079	CONSTRUCT		STREET LIGHTS NORTHGATE					\$93,000.00		
P303518079	LABOR		STREET LIGHTS NORTHGATE					\$18,481.00		
P303518080	CONSTRUCT	250	FY19 TRANS DISTRICT 1					\$388,451.00		
P303518080	LABOR	250	FY19 TRANS DISTRICT 1					\$34,861.00		
P303518081	CONSTRUCT		GONI-BOEING-ARROWHEAD					\$579,625.00		
P303518081	LABOR		GONI-BOEING-ARROWHEAD					\$14,776.00		
P303519006	CONSTRUCT	RTC	KINGS CANYONE FLAP GRANT					\$118,200.00		\$81,800.00
P303519007	CONSTRUCT		PAVEMENT PRESERVATION - COLLEGE PKWY					\$60,000.00		
P303519007	LABOR		PAVEMENT PRESERVATION - COLLEGE PKWY					\$10,000.00		
P303519010	CONSTRUCT	RTC	FAIRVIEW RECONSTRUCTION AND MILL					\$620,293.00		
P303519014	CONSTRUCT		DIST.2- NORTH RIDGE PAVEPRESERVATION					\$661,617.00		\$473,383.00
P303519015	CONSTRUCT		DIST 2 -RUSSELL PAV PRESERVATION					\$63,157.00		
P303519015	LABOR		DIST 2 -RUSSELL PAV PRESERVATION					\$6,843.00		
P303519016	CONSTRUCT		DIST 2 - SALIMAN PAV PRESERVATION					\$347,393.00		
P303519016	LABOR		DIST 2 - SALIMAN PAV PRESERVATION					\$34,445.00		

P303520001	CONSTRUCT		DIST 2 - LONG						\$226,000.00	
P303520002	CONSTRUCT		DIST 2 - TELEGRAPH						\$132,179.00	
P320118065	250 CONSTR		RTC AIRPORT ROAD STBG FUNDING						\$176,000.00	
P370514004	CONSTRUCT		CITYWIDE MINOR IMPROVEMENTS						\$7,850.00	
NEW			Robinson Sewer							\$75,000.00
NEW			Multi-Use TAP							\$80,500.00
2503035	507102	CAP	TRANSPORTATION INFRASTRUCTURE	\$0.00	\$0.00	\$850,720.00	\$5,056.00	\$370,202.00	\$114,448.00	\$64,311.00
2503035	507199	CAP	UNDESIGNATED PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	507775	CAP	EQUIPMENT	\$0.00	\$13,856.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	507865	CAP	FLAP SEIRRA VISTA LANE	\$87,726.85	\$141,138.46	\$51,135.00	\$4,594.69	\$51,135.00	\$0.00	\$0.00
		CAP Total		\$2,021,936.52	\$1,845,406.56	\$20,282,708.00	\$871,889.41	\$20,771,882.00	\$1,264,448.00	\$1,769,494.00
2503035 Total				\$2,753,560.62	\$2,387,983.74	\$21,245,825.00	\$1,464,767.01	\$21,735,357.00	\$2,190,394.00	\$2,692,182.00
2503040	500101	S	SALARIES	\$55,366.68	\$32,445.51	\$72,691.00	\$38,455.83	\$57,094.00	\$73,373.00	\$73,373.00
2503040	500102	S	HOURLY/SEASONAL	\$5,607.75	\$8,943.88	\$43,457.00	\$8,804.81	\$43,457.00	\$43,457.00	\$43,457.00
2503040	500106	S	MANAGEMENT LEAVE PAY	\$1,281.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503040	500107	S	ANNUAL LEAVE PAYOFF	\$6,897.89	\$403.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503040	500111	S	OVERTIME	\$0.00	\$689.34	\$0.00	\$65.35	\$65.00	\$0.00	\$0.00
2503040	500199	S	GRANT FUNDED ALLOCATION	\$0.00	\$8,625.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		S Total		\$69,153.41	\$51,107.91	\$116,148.00	\$47,325.99	\$100,616.00	\$116,830.00	\$116,830.00
2503040	500225	B	MEDICARE	\$1,014.99	\$622.33	\$1,687.00	\$669.51	\$1,527.00	\$1,664.00	\$1,664.00
2503040	500230	B	RETIREMENT	\$15,861.38	\$4,704.54	\$10,965.00	\$6,264.75	\$8,764.00	\$11,189.00	\$11,189.00
2503040	500240	B	GROUP INSURANCE	\$8,373.17	\$2,879.54	\$10,486.00	\$5,725.15	\$10,017.00	\$17,882.00	\$16,094.00
2503040	500241	B	CITY HSA CONTRIBUTION	\$0.00	\$0.00	\$0.00	\$138.95	\$18.00	\$0.00	\$0.00
2503040	500250	B	WORKERS' COMPENSATION	\$701.41	\$806.36	\$1,642.00	\$973.16	\$1,332.00	\$1,488.00	\$1,488.00
2503040	500271	B	PHONE ALLOWANCE	\$864.00	\$432.00	\$960.00	\$160.00	\$125.00	\$300.00	\$300.00
		B Total		\$26,814.95	\$9,444.77	\$25,740.00	\$13,931.52	\$21,783.00	\$32,523.00	\$30,735.00
2503040	500625	S&S	OPERATING SUPPLIES	\$47,729.71	\$10,242.36	\$475,204.00	\$119,597.58	\$493,904.00	\$67,248.00	\$67,248.00
2503040	500950	S&S	ISC: FLEET MANAGEMENT	\$0.00	\$1,237.00	\$1,197.00	\$1,197.00	\$1,197.00	\$640.00	\$640.00
		S&S Total		\$47,729.71	\$11,479.36	\$476,401.00	\$120,794.58	\$495,101.00	\$67,888.00	\$67,888.00
2503040 Total				\$143,698.07	\$72,032.04	\$618,289.00	\$182,052.09	\$617,500.00	\$217,241.00	\$215,453.00
		Grand Total		\$2,897,258.69	\$2,460,015.78	\$21,864,114.00	\$1,646,819.10	\$22,352,857.00	\$2,407,635.00	\$2,907,635.00
2500279	507205	XFER	DEBT SERVICE	\$1,580,469.00	\$1,579,714.00	\$1,580,215.00	\$1,053,476.64	\$1,580,215.00	\$1,579,634.00	\$1,579,634.00
2500279	507225	XFER	STREET MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500279	507267	XFER	CAMPO FUND	\$12,970.00	\$12,665.00	\$11,856.00	\$0.00	\$11,856.00	\$14,596.00	\$14,596.00
2500279	507293	XFER	INFRASTRUCTURE TAX FUND	\$4,033.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2500279 Total				\$1,597,472.26	\$1,592,379.00	\$1,592,071.00	\$1,053,476.64	\$1,592,071.00	\$1,594,230.00	\$1,594,230.00
2500200	593000	EFB	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00
2500200 Total				\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00
Grand Total				\$4,494,730.95	\$4,052,394.78	\$23,556,185.00	\$2,700,295.74	\$24,044,928.00	\$4,101,865.00	\$4,601,865.00
				(\$328,495.10)	(\$6,661,830.85)	\$0.00	\$470,323.18	\$0.00	\$0.00	\$0.00
							Gas tax loses	\$345,011.00		\$291,179.00
										\$636,190.00

FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: Regional Transportation Commission					
Department Number: 250					
	2018-19 Actual	2019-20 Estimated	2020-21 Proposed	% Change Budget	\$ Change Budget
REVENUE					
County Option Fuel Tax	\$ 3,585,926	\$ 3,700,792	\$ 3,754,624	1.45%	\$ 53,832
Intergovernmental	6,956,308	12,023,410	217,241	-98.19%	(11,806,169)
Miscellaneous	167,958	176,000	30,000	-82.95%	(146,000)
Op Trans - Infrastructure	4,033	-	-	0.00%	-
Beginning Balance	1,357,895	8,019,726	(25,000)	-100.31%	(8,044,726)
TOTAL	\$ 12,072,121	\$ 23,919,928	\$ 3,976,865	-83.37%	\$ (19,943,063)
EXPENDITURE					
Salary	\$ 51,304	\$ 339,815	\$ 304,246	-10.47%	\$ (35,569)
Benefits	137,469	167,969	191,767	14.17%	23,798
Service & Supplies	425,836	1,073,191	647,174	-39.70%	(426,017)
Capital Outlay	1,845,407	20,771,882	1,264,448	-93.91%	(19,507,434)
Op Trans - Debt Service	1,579,714	1,580,215	1,579,634	-0.037%	(581)
Op Trans - CAMPO Fund	12,665	11,856	14,596	23.11%	2,740
Ending Fund Balance	8,019,726	(25,000)	(25,000)	0.00%	-
TOTAL	\$ 12,072,121	\$ 23,919,928	\$ 3,976,865	-83.37%	\$ (19,943,063)
FTE	4.25	4.90	4.90		

ACCOUNT NUMBER		FY 18 ACTUALS	FY 19 ACTUALS	FY 20	Y-T-D ACTUALS	ESTIMATED FY 2020	TENTATIVE FY 2021	FINAL FY 2021
				ADJUSTED BUDGET				
2253081	431010							
	FEDERAL GRANTS	(\$492,896.82)	(\$1,166,404.78)	(\$866,291.00)	(\$35,403.00)	(\$1,028,603.00)	(\$898,787.00)	(\$898,787.00)
2253082	431010	(\$536,522.18)	(\$276,455.91)	(\$280,500.00)	(\$218,064.00)	(\$280,500.00)	(\$280,500.00)	(\$280,500.00)
2253081	434010	(\$77,961.76)	(\$62,936.65)	(\$67,750.00)	(\$64,168.52)	(\$67,750.00)	(\$67,750.00)	(\$67,750.00)
2253080	443251	(\$12,365.00)	(\$3,429.50)	\$0.00	(\$1,992.00)	\$0.00	\$0.00	\$0.00
2253080	443252	(\$68.00)	(\$84.50)	\$0.00	(\$148.00)	\$0.00	\$0.00	\$0.00
2253080	443253	(\$1,105.00)	(\$770.50)	\$0.00	(\$407.50)	\$0.00	\$0.00	\$0.00
2253080	443254	(\$1,432.00)	(\$628.00)	\$0.00	(\$92.00)	\$0.00	\$0.00	\$0.00
2253080	443264	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443281	(\$9,778.00)	(\$11,578.50)	\$0.00	(\$4,725.00)	\$0.00	\$0.00	\$0.00
2253080	443282	(\$625.00)	(\$575.00)	\$0.00	(\$682.50)	\$0.00	\$0.00	\$0.00
2253080	443283	(\$5,622.75)	(\$4,566.50)	\$0.00	(\$4,174.00)	\$0.00	\$0.00	\$0.00
2253080	443284	(\$737.50)	(\$425.00)	\$0.00	(\$337.50)	\$0.00	\$0.00	\$0.00
2253080	443291	(\$14,229.00)	(\$13,784.00)	\$0.00	(\$9,399.00)	\$0.00	\$0.00	\$0.00
2253080	443292	(\$4,152.00)	(\$2,478.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443293	(\$6,922.75)	(\$8,954.00)	\$0.00	(\$7,197.00)	\$0.00	\$0.00	\$0.00
2253080	443300	(\$1,094.70)	(\$334.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443310	(\$32,822.00)	(\$36,492.90)	(\$100,000.00)	(\$24,785.00)	(\$90,000.00)	(\$90,000.00)	(\$90,000.00)
2253080	443320	(\$4,722.50)	(\$4,402.50)	\$0.00	(\$6,440.75)	\$0.00	\$0.00	\$0.00
2253080	443330	(\$6,931.55)	(\$4,878.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2250088	461010	\$229.70	(\$2,126.56)	(\$1,000.00)	(\$744.03)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)
2250088	462020	\$31.44	(\$1,091.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	463150	(\$10,461.48)	(\$8,382.00)	(\$13,000.00)	(\$807.64)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)
2253080	466050	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	466110	(\$269.00)	(\$3,002.89)	\$0.00	(\$200.00)	\$0.00	\$0.00	\$0.00
2250091	481013	(\$400,000.00)	(\$400,000.00)	(\$466,300.00)	(\$466,300.00)	(\$466,300.00)	(\$466,300.00)	(\$466,300.00)
2250090	482100	(\$2,375.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2250099	495000	\$0.00	\$0.00	(\$93,068.00)	\$0.00	(\$93,068.00)	(\$5,000.00)	(\$5,000.00)
		(\$1,622,832.85)	(\$2,013,781.32)	(\$1,887,909.00)	(\$846,067.44)	(\$2,028,221.00)	(\$1,810,337.00)	(\$1,810,337.00)
2253026	500101	\$54,660.48	\$48,863.41	\$60,757.00	\$34,563.12	\$47,920.00	\$62,400.00	\$62,400.00
2253026	500102	\$0.00	\$0.00	\$0.00	\$2,650.00	\$0.00	\$0.00	\$0.00
2253026	500107	\$0.00	\$8,720.96	\$0.00	\$290.70	\$291.00	\$0.00	\$0.00
2253026	500111	\$114.08	\$2,313.75	\$0.00	\$304.93	\$305.00	\$0.00	\$0.00
2253026	500199	(\$31,933.27)	(\$23,582.93)	(\$25,000.00)	\$0.00	(\$25,000.00)	(\$25,000.00)	(\$25,000.00)
	S Total	\$22,841.29	\$36,315.19	\$35,757.00	\$37,808.75	\$23,516.00	\$37,400.00	\$37,400.00
2253026	500225	\$733.68	\$833.47	\$895.00	\$540.96	\$738.00	\$905.00	\$905.00
2253026	500230	\$15,304.98	\$11,312.96	\$8,810.00	\$5,999.53	\$7,357.00	\$9,516.00	\$9,516.00
2253026	500240	\$21,677.45	\$11,683.09	\$18,950.00	\$3,435.89	\$7,859.00	\$11,275.00	\$10,148.00
2253026	500241	\$0.00	\$0.00	\$0.00	\$1,062.55	\$107.00	\$0.00	\$0.00
2253026	500250	\$646.55	\$795.53	\$744.00	\$757.07	\$1,033.00	\$744.00	\$744.00
2253026	500271	\$960.00	\$720.00	\$960.00	\$272.00	\$272.00	\$960.00	\$960.00
	B Total	\$39,322.66	\$25,345.05	\$30,359.00	\$12,068.00	\$17,366.00	\$23,400.00	\$22,273.00
2253026	500309	\$7,661.96	\$26,700.00	\$25,000.00	\$7,500.00	\$25,000.00	\$25,000.00	\$25,000.00
2253026	500331	\$724,541.86	\$710,912.50	\$798,352.00	\$523,717.95	\$798,352.00	\$838,270.00	\$839,397.00
2253026	500335	\$29,669.89	\$26,320.54	\$40,000.00	\$23,344.50	\$40,000.00	\$30,000.00	\$30,000.00
2253026	500432	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	\$4,000.00
2253026	500433	\$0.00	\$0.00	\$176.00	\$176.00	\$176.00	\$176.00	\$176.00
2253026	500435	\$85,182.85	\$108,442.29	\$100,000.00	\$71,086.87	\$300,000.00	\$100,000.00	\$100,000.00
2253026	500580	\$0.00	\$1,962.49	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
2253026	500601	\$1,476.54	\$1,084.61	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
2253026	500625	\$15,620.93	\$18,750.43	\$19,824.00	\$7,042.94	\$19,824.00	\$19,824.00	\$19,824.00
2253026	500660	\$112,518.97	\$126,881.92	\$130,000.00	\$69,334.59	\$130,000.00	\$130,000.00	\$130,000.00
2253026	500675	\$11,388.31	\$2,968.08	\$10,000.00	\$1,392.48	\$10,000.00	\$10,000.00	\$10,000.00
2253026	500676	\$6,913.04	\$20,085.43	\$18,000.00	\$8,124.04	\$18,000.00	\$18,000.00	\$18,000.00
2253026	500710	\$3,475.88	\$3,737.33	\$6,500.00	\$1,055.45	\$6,500.00	\$6,500.00	\$6,500.00
2253026	500712	\$3,079.13	\$2,706.07	\$3,000.00	\$1,200.53	\$3,000.00	\$3,000.00	\$3,000.00
2253026	500713	\$3,233.96	\$1,320.58	\$1,500.00	\$976.37	\$1,500.00	\$1,500.00	\$1,500.00
2253026	500901	\$62,160.00	\$44,744.00	\$120,802.00	\$80,536.00	\$120,802.00	\$64,247.00	\$64,247.00
2253026	500950	\$128,625.00	\$129,885.00	\$125,685.00	\$125,685.00	\$125,685.00	\$139,520.00	\$139,520.00
2253026	501299	\$14,915.71	\$27,771.50	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00
2253026	502450	\$0.00	(\$75.43)	\$0.00	(\$179.89)	\$0.00	\$0.00	\$0.00
	S&S Total	\$1,210,464.03	\$1,254,197.34	\$1,432,339.00	\$920,992.83	\$1,632,339.00	\$1,394,537.00	\$1,395,664.00
2253026	507705	\$316,399.00	\$639,256.00	\$293,092.00	\$0.00	\$293,092.00	\$330,000.00	\$330,000.00
2253026	507710	\$258,456.97	\$19,194.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	507712	\$0.00	\$0.00	\$36,908.00	\$29,995.78	\$36,908.00	\$0.00	\$0.00
2253026	507743	\$0.00	\$34,800.00	\$20,000.00	\$16,902.00	\$20,000.00	\$20,000.00	\$20,000.00
	CAP Total	\$574,855.97	\$693,250.61	\$350,000.00	\$46,897.78	\$350,000.00	\$350,000.00	\$350,000.00
2250200	593000	\$0.00	\$0.00	\$39,454.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
	EFB Total	\$0.00	\$0.00	\$39,454.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
	Grand Total	\$1,847,483.95	\$2,009,108.19	\$1,887,909.00	\$1,017,767.36	\$2,028,221.00	\$1,810,337.00	\$1,810,337.00
		\$224,651.10	(\$4,673.13)	\$0.00	\$171,699.92	\$0.00	\$0.00	\$0.00

FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: Carson City Transit					
Department Number: 2253026					
	2018-19	2019-20	2020-21	% Change	\$ Change
	Actual	Estimated	Proposed	Budget	Budget
REVENUE					
Intergovernmental	\$ 1,505,797	\$ 1,376,853	\$ 1,247,037	-9.43%	\$ (129,816)
Charges for Services	102,607.75	90,000.00	90,000.00	0.00%	-
Miscellaneous	14,602.58	2,000.00	2,000.00	0.00%	-
Operating Transfers In	400,000.00	466,300.00	466,300.00	0.00%	-
Beginning Balance	79,169.00	93,068.48	5,000.48	-94.63%	(88,068)
TOTAL	\$ 2,102,177	\$ 2,028,221	\$ 1,810,337	-10.74%	\$ (217,884)
EXPENDITURE					
Salary	\$ 36,315	\$ 23,516	\$ 37,400	59.04%	\$ 13,884
Benefits	25,345.05	17,366.00	23,400.00	34.75%	6,034
Service & Supplies	1,254,197.34	1,632,339.00	1,394,537.00	-14.57%	(237,802)
Capital Outlay	693,250.61	350,000.00	350,000.00	0.00%	-
Ending Fund Balance	93,068.48	5,000.48	5,000.48	0.00%	-
TOTAL	\$ 2,102,177	\$ 2,028,221	\$ 1,810,337	-10.74%	\$ (217,884)
FTE	1.00	1.00	1.00		

ACCOUNT NUMBER			FY 18	FY 19	FY 20	Y-T-D	ESTIMATED	TENTATIVE	FINAL
			ACTUALS	ACTUALS	ADJUSTED	ACTUALS	FY 2020	FY 2021	FY 2021
2453081	431010	FEDERAL GRANTS	(\$289,279.09)	(\$358,173.73)	(\$1,036,732.00)	(\$169,673.69)	(\$1,036,732.00)	(\$418,270.00)	
2453081	437560	DOUGLAS COUNTY	(\$2,926.00)	(\$2,942.00)	(\$2,754.00)	\$0.00	(\$2,754.00)	(\$3,390.00)	
2453081	437561	LYON COUNTY	(\$3,477.00)	(\$3,496.00)	(\$3,272.00)	(\$4,455.00)	(\$3,272.00)	(\$4,029.00)	
2450091	481150	REG. TRANSPORTATION FUND	(\$12,970.00)	(\$12,665.00)	(\$11,856.00)	\$0.00	(\$11,856.00)	(\$14,596.00)	
2450099	495000	BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$31,582.00)	\$0.00	(\$31,582.00)	(\$30,012.00)	
			(\$308,652.09)	(\$377,276.73)	(\$1,086,196.00)	(\$174,128.69)	(\$1,086,196.00)	(\$470,297.00)	
2453028	500225	MEDICARE	\$0.00	\$0.00	\$0.00	\$278.23	\$0.00	\$0.00	
2453028	500230	RETIREMENT	\$0.00	\$0.00	\$0.00	\$5,782.08	\$0.00	\$0.00	
2453028	500240	GROUP INSURANCE	\$0.00	\$0.00	\$0.00	\$2,711.56	\$0.00	\$0.00	
2453028	500241	CITY HSA CONTRIBUTION	\$0.00	\$0.00	\$0.00	\$771.69	\$0.00	\$0.00	
2453028	500250	WORKERS' COMPENSATION	\$0.00	\$0.00	\$0.00	\$412.61	\$0.00	\$0.00	
2453028	501203	FTA 5307	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2453028	501210	CAMPO GRANTS	\$311,275.89	\$375,706.56	\$1,056,184.00	\$66,442.17	\$1,056,184.00	\$440,285.00	
2453028	501225	GRANT - OPERATING SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2453028	502450	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2453028	593000	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$30,012.00	\$0.00	\$30,012.00	\$30,012.00	
			311,275.89	375,706.56	1,086,196.00	76,398.34	1,086,196.00	470,297.00	
			2,624	-1,570	0	-97,730	0	0	

FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: CAMPO					
Department Number: 2453028					
	2018-19	2019-20	2020-21	% Change	\$ Change
	Actual	Estimated	Proposed	Budget	Budget
REVENUE					
Intergovernmental	\$ 364,612	\$ 1,042,758	\$ 425,689	-59.18%	\$ (617,069)
Operating Transfers In	12,665.00	11,856.00	14,596.00	23.11%	2,740
Beginning Balance	30,012.00	31,582.17	30,012.17	-4.97%	(1,570)
TOTAL	\$ 407,289	\$ 1,086,196	\$ 470,297	-56.70%	\$ (615,899)
EXPENDITURE					
Service & Supplies	\$ 375,707	\$ 1,056,184	\$ 440,285	-58.31%	\$ (615,899)
Ending Fund Balance	31,582	30,012	30,012	0.00%	-
TOTAL	\$ 407,289	\$ 1,086,196	\$ 470,297	-56.70%	\$ (615,899)
FTE	0	0	0		

2563038	500717	S&S	STREET SIGNALS	\$317,282.31	\$301,990.53	\$295,000.00	\$198,797.03	\$295,000.00	\$195,000.00	\$195,000.00
2563038	500901	S&S	ISC: GENERAL FUND	\$230,112.00	\$249,051.00	\$227,473.00	\$151,648.00	\$227,473.00	\$293,100.00	\$293,100.00
2563038	500915	S&S	ISC: INSURANCE FUND	\$52,500.00	\$52,500.00	\$55,500.00	\$55,500.00	\$55,500.00	\$55,500.00	\$55,500.00
2563038	500920	S&S	ISC: SEWER FUND	\$1,590.00	\$1,633.00	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00	\$1,600.00
2563038	500924	S&S	ISC: WATER FUND	\$2,384.00	\$2,449.00	\$2,300.00	\$0.00	\$2,300.00	\$2,300.00	\$2,300.00
2563038	500950	S&S	ISC: FLEET MANAGEMENT	\$325,237.75	\$325,949.50	\$317,804.00	\$317,803.50	\$317,804.00	\$346,240.00	\$346,240.00
2563038	500955	S&S	ISC: RADIOS	\$44,805.00	\$65,011.00	\$44,218.00	\$44,218.00	\$44,218.00	\$66,741.00	\$66,741.00
2563038	501299	S&S	GRANT ALLOCATION/DIRECT BILL	(\$5,425.79)	(\$11,501.71)	\$0.00	(\$372.23)	\$0.00	\$0.00	\$0.00
2563038	502450	S&S	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		S&S Total		\$2,231,701.31	\$2,122,345.86	\$2,960,048.00	\$1,572,506.93	\$2,776,469.00	\$1,939,063.00	\$1,973,656.00
2563038	507010	CAP	CAPITAL IMPROVEMENTS	\$62,142.25	\$0.00	\$0.00	\$41.18	\$0.00	\$0.00	\$0.00
2563038	507199	CAP	UNDESIGNATED PROEICTS	\$0.00	\$0.00	\$422,092.00	\$0.00	\$82,450.00	\$0.00	\$0.00
2563038	507705	CAP	VEHICLE REPLACEMENT PROGRAM	\$24,531.97	\$0.00	\$595,000.00	\$67,302.58	\$595,000.00	\$360,000.00	\$360,000.00
2563038	507774	CAP	TRAFFIC SIGNAL/ST LIGHT	\$9,840.00	\$60,546.40	\$150,000.00	\$24,000.00	\$150,000.00	\$50,000.00	\$50,000.00
2563038	507775	CAP	EQUIPMENT	\$207,663.33	\$236,109.26	\$100,000.00	\$27,753.86	\$100,000.00	\$100,000.00	\$100,000.00
		CAP Total		\$304,177.55	\$296,655.66	\$1,267,092.00	\$119,097.62	\$927,450.00	\$510,000.00	\$510,000.00
2560200	593000	EFB	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$100,000.00	\$0.00	\$180,000.00	\$100,000.00	\$100,000.00
		EFB Total		\$0.00	\$0.00	\$100,000.00	\$0.00	\$180,000.00	\$100,000.00	\$100,000.00
		Grand Total		\$4,669,535.01	\$4,645,741.44	\$6,655,477.00	\$3,300,495.50	\$6,214,389.00	\$4,945,083.00	\$4,945,083.00
				(\$249,719.84)	(\$597,974.88)	\$0.00	\$501,746.40	\$0.00	\$0.00	\$0.00
								Gas tax loses	\$347,088.00	\$316,473.00
										\$663,561.00

FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: Street Maintenance					
Department Number: 256					
	2018-19 Actual	2019-20 Estimated	2020-21 Proposed	% Change Budget	\$ Change Budget
REVENUE					
Sales / Fuel Tax	\$ 3,662,249	\$ 3,262,536	\$ 3,295,273	1.00%	\$ 32,737
Federal Grants	4,037	-	-	0.00%	-
State Shared Revenues	1,436,311	1,351,932	1,349,810	-0.16%	(2,122)
Other Local Governments	72,488	63,750	65,000	1.96%	1,250
Charges for Services	45,052	-	50,000	0.00%	50,000
Miscellaneous Revenue	23,579	10,000	5,000	-50.00%	(5,000)
Beginning Balance	928,198	1,526,171	180,000	-88.21%	(1,346,171)
TOTAL	\$ 6,171,914	\$ 6,214,389	\$ 4,945,083	-20.43%	\$ (1,269,306)
EXPENDITURE					
Salary	\$ 1,542,593	\$ 1,605,299	\$ 1,628,991	1.48%	\$ 23,692
Benefits	684,149	725,171	767,029	5.77%	41,858
Service & Supplies	2,122,346	2,776,469	1,939,063	-30.16%	(837,406)
Capital Outlay	296,655	927,450	510,000	-45.01%	(417,450)
Ending Fund Balance	1,526,171	180,000	100,000	-44.44%	(80,000)
TOTAL	\$ 6,171,914	\$ 6,214,389	\$ 4,945,083	-20.43%	\$ (1,269,306)
FTE	21.70	21.70	21.70		

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STAFF REPORT

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

Meeting Date: May 13, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300161, Saliman Road and Russell Way Preservation Project, to Sierra Nevada Construction, Inc., for a total not to exceed amount of \$463,657.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Saliman Road Preservation Project which includes applying a Type 3 - Modified Rapid Setting Slurry Seal on Saliman Road between Fairview Drive and Long Street, and on Russell Way between Highway 50 and Northridge Drive. The project also includes, but is not limited to, electrical conduit trenching and installation, installation of a type 14 street light, Rectangular Rapid Flashing Beacon (RRFB) installation at the linear ditch trail, pedestrian curb ramp installation, asphalt patching, and re-stripping. The project will also include a 2-inch mill and overlay of a settled water main trench on Saliman Road between Robinson Street and Sealy Loop (Mills Park). The construction contract is for the base bid of \$407,307, minus bid item #22 in the amount of \$2,500, plus the two alternate bid items totaling \$16,700, plus a 10% contingency amount of \$42,150.70. With the award of the alternative bid items shown in Exhibit 1, alternative bid item #44 replaces base bid item #22. The engineers estimate was \$446,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award Contract No. 19300161 as presented.

Background/Issues & Analysis

This is a pavement preservation project using a Type 3 - Modified Rapid Setting Slurry Seal treatment of both Saliman Road and Russell Way. These two separate projects were combined into a single project at the time of bid due to the relatively small size of the Russell Way project. In addition to pavement preservation, the project includes installation of an RRFB and additional lighting at the mid-block crosswalk of the linear ditch trail, a single-lane 2-inch mill and overlay across the settled waterline trench in Saliman Road, and ADA pedestrian ramp upgrades at the intersection of Russell Way and Long Street.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on March 24, 2020. One bid was opened at approximately 11:30 am on April 17, 2020, via online Cisco Webex bid opening. Present during the bid opening were: Darcy Carpenter and Fred Courier, Sierra Nevada Construction, Inc.; Jeff Freeman, Brian Elder, Kate Allen and Carol Akers, Carson City Purchasing and Contracts Administrator.

Name of Bidder

Sierra Nevada Construction, Inc.

Base Bid

\$407,307

Alternate Bid

\$16,700

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

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

Projects #P303519015 & #P303519016

- Regional Transportation fund, Capital Projects – Construction account / 2503035-507010
- Water Utility fund, Capital Projects – Construction account / 5203505-507010

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Projects – Construction account / 2503035-507010 will be reduced by \$370,537.70, and for the Water Utility fund, \$93,120 will be transferred from the undesignated account to project account number P303519016 in Capital Projects - Construction Account/5203505-507010.

Alternatives

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

Supporting Material

-Exhibit-1: 19300161 Bid Tabulation Report

-Exhibit-2: Draft Contract No. 19300161

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

<http://www.carson.org/currentbids>

Notice to Contractors Bid# 19300161 Saliman Road & Russell Way Preservation Project

Date and Time of Opening: 4/17/20 @ 11:30am

Description		Bidder # 1			
		Sierra Nevada Construction, Inc.			
BONDING Provided, \$, %, or no		5%			
BIDDER acknowledges receipt addendums		Y			
1	Mobilization, Demobilization and Clean-up	1	LS	\$10,000.00	\$10,000.00
2	Traffic Control	1	LS	\$52,434.50	\$52,434.50
3	24" Water Main Trench Repair – Mill 2", Place Paving Fabric and Construct 2" Overlay	6,700	SF	\$6.50	\$43,550.00
4	Sawcut, Remove AC, Excavate 3' and Patch Around 24" Valves. Including Lowering and Raising Valve Cans and Removal and Reconstructing 24" Water Valve Collars. (Pave final 2" lift with the 2" mill and overlay to eliminate additional exposed paving joint)	260	SF	\$80.00	\$20,800.00
5	Type 3-Modified Rapid Setting Slurry Seal (Including removal of all striping and pavement markings prior to applying the rapid setting slurry seal)	61,500	SY	\$1.70	\$104,550.00
6	Paint Double 4" Yellow Stripe	2,100	LF	\$0.80	\$1,680.00
7	Paint 6" Solid White Stripe	14,500	LF	\$0.40	\$5,800.00
8	Paint 6" Dotted White Stripe	1,000	LF	\$0.40	\$400.00
9	Paint 8" Solid White Stripe	1,600	LF	\$0.80	\$1,280.00
10	Paint Left and Right Turn Arrows	33	EA	\$41.50	\$1,369.50
11	Paint "ONLY" Symbol at right turn lane on NB Saliman at William Street and SB Saliman at Fairview Drive. All other "ONLY" Symbols to be replaced with Turn Arrows	2	EA	\$80.00	\$160.00
12	Paint 4" Skip White Stripe	15,700	LF	\$0.20	\$3,140.00
13	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	12,000	LF	\$0.55	\$6,600.00
14	Paint 24" White Stop Bar Markings	300	LF	\$3.00	\$900.00
15	Cross Walk Striping – 24" White Striping	1,620	LF	\$2.50	\$4,050.00
16	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	48	EA	\$20.00	\$960.00
17	Bike Lane Symbols	45	EA	\$130.00	\$5,850.00
SCHEDULE A - SALIMAN ROAD PRESERVATION TOTAL BASE BID PRICE					\$263,524.00
18	Trench and Install 2 – 1.5" HDPE Conduit. Includes sawcutting and removal of any concrete and asphalt as needed. (Free dump tickets provided).	200	LF	\$63.00	\$12,600.00
19	Furnish and Install No. 5 Pull Box	2	EA	\$1,300.00	\$2,600.00
20	Remove and Replace Sidewalk	20	SF	\$80.00	\$1,600.00
21	Permanent Pavement Patch	125	SF	\$25.00	\$3,125.00
22	Remove and Replace Concrete in center island where removed for trenching	50	SF	\$50.00	\$2,500.00
23	Furnish and Install NDOT Type 14 Street Light Pole with Double Mast Arm and 2 Cree Cobra Head Part # XSP-D-HT-3ME-18L-57K7-UL-SV-N-J luminaires or approved equal. This item includes furnishing and installing required wire. Photocells to be furnished and installed as well (sold separate from luminaires). Includes foundation construction.	1	LS	\$13,000.00	\$13,000.00
24	Furnish and Install Rectangular Rapid Flashing Beacons (Carmanah SC315-G or Approved Equal). This item includes the purchase of all RRFB equipment with flashers, furnishing and installing all wiring, push buttons, posts, post foundation installation, and complete system installation. (Note: RRFB's shall communicate remotely due to the RRFB on the west side of Saliman being solar powered and will not be hard wired to the east RRFB).	1	LS	\$33,000.00	\$33,000.00
25	Furnish and Install Yellow Glue-Down Detectable Warning Plates	2	EA	\$2,200.00	\$4,400.00
26	Replace Sign on Existing Sign Post	1	EA	\$150.00	\$150.00
27	Relocate Sign and Install New Sign	1	EA	\$650.00	\$650.00
SCHEDULE B - SALIMAN ROAD STREET LIGHT & RRFB TOTAL BASE BID PRICE					\$73,625.00
28	Sawcut and Remove AC	1,550	SF	\$4.00	\$6,200.00
29	Pavement Patching	1,550	SF	\$13.00	\$20,150.00
30	Type 3 Modified Rapid Setting Slurry	69,500	SF	\$0.25	\$17,375.00
31	Remove and Replace ADA Ramp, Including Detectable Warning Plates, Sidewalk, Curb and Gutter	2	EA	\$8,000.00	\$16,000.00
32	Relocate Split Rail Fence	1	LS	\$1,000.00	\$1,000.00
33	Replace Storm Drain Frame and Lid	1	EA	\$1,000.00	\$1,000.00
34	Paint Double 4" Yellow Stripe	2,000	LF	\$1.00	\$2,000.00
35	Paint 6" Solid White Stripe	2,850	LF	\$0.80	\$2,280.00
36	Paint 6" Dotted White Stripe	160	LF	\$0.80	\$128.00
37	Paint 8" Solid White Stripe	105	LF	\$1.00	\$105.00
38	Paint Left and Right Turn Arrows	7	EA	\$80.00	\$560.00
39	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	570	LF	\$1.00	\$570.00
40	Paint 24" White Stop Bar Markings	80	LF	\$3.00	\$240.00
41	Cross Walk Striping – 24" White Striping	480	LF	\$2.50	\$1,200.00
42	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	12	EA	\$50.00	\$600.00
43	Bike Lane Symbols	5	EA	\$150.00	\$750.00
SCHEDULE C - RUSSELL WAY PRESERVATION TOTAL BASE BID PRICE					\$70,758.00
44	Remove and Replace Stamped/Stained Concrete in Center Island, match existing as close as possible. In lieu of item 21 in Schedule B	300	SF	\$43.00	\$12,900.00
45	Roll Bike Lanes With Vibratory Roller After Application of Rapid Setting Slurry Seal for Smooth Travel Surface for Bicycles	1	LS	\$3,800.00	\$3,800.00
SCHEDULE D-TOTAL ALTERNATE BID PRICE					\$16,700.00
Total Base Bid Price (Schedule A+B+C)				\$407,307.00	
Total Alternate Bid Price (Schedule D)				\$16,700.00	
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			
The City intends to award the Contract to Sierra Nevada Construction, Inc.					

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300161

Title: Saliman Road and Russell Way Preservation Project

THIS CONTRACT made and entered into this 13th day of May, 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 "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___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for **CONTRACT No. 19300161**, titled **Saliman Road and Russell Way Preservation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.19300161 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/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: 19300161

Title: Saliman Road and Russell Way Preservation Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Marc Markwell, Secretary/Treasurer
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300161

Title: Saliman Road and Russell Way Preservation Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Twenty One Thousand Five Hundred Seven Dollars and 00/100 (\$421,507.00).

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: 19300161

Title: Saliman Road and Russell Way Preservation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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.

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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 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

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

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# 19300161
Project# P303519016 & P303519015
Account # 2503035-507010 & 5203505-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

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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: Marc T. Markwell

TITLE: Secretary/Treasurer

FIRM: Sierra Nevada Construction, Inc

CARSON CITY BUSINESS LICENSE #: BL-002775-2020

NEVADA CONTRACTORS LICENSE #: 025565

Address: PO Box 50760

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

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 13, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300161** and titled **Saliman Road and Russell Way Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of May, 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 13th day of May, 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 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# 19300161** and titled **Saliman Road and Russell Way Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 19300161** and titled **Saliman Road and Russell Way Preservation Project**

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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# 19300161** and titled **Saliman Road and Russell Way Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid# **19300161**, PWP# **CC-2020-238**, for the Project Title: **Saliman Road and Russell Way Preservation Project**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: April 01, 2020

Sierra Nevada Construction Inc.

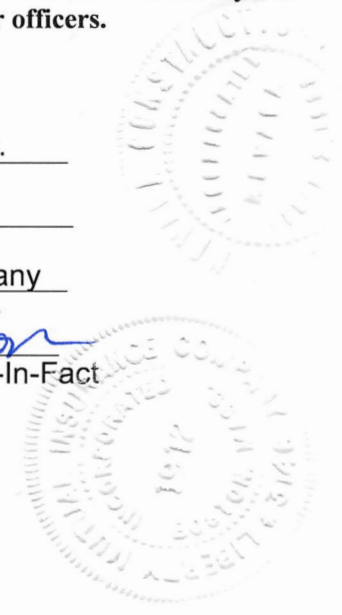
Principal [Signature]

By: Kevin L. Robertson, President

Liberty Mutual Insurance Company

Surety [Signature]

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





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

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

Certificate No: 8200430

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2019.



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

By: David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 29, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2020.



By: Renee C. Llewellyn, Assistant Secretary

BID PROPOSAL

BID# 19300161

BID TITLE: "Saliman Road and Russell Way Preservation Project"

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

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

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

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

BIDDER acknowledges receipt of 1, 2, 3 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A - Saliman Road Preservation:					
1	Mobilization, Demobilization and Clean-up	1	LS	10,000.00	10,000.00
2	Traffic Control	1	LS	52,434.50	52,434.50
3	24" Water Main Trench Repair – Mill 2", Place Paving Fabric and Construct 2" Overlay	6,700	SF	6.50	43,550.00
4	Sawcut, Remove AC, Excavate 3' and Patch Around 24" Valves. Including Lowering and Raising Valve Cans and Removal and Reconstructing 24" Water Valve Collars. (Pave final 2" lift with the 2" mill and overlay to eliminate additional exposed paving joint)	260	SF	80.00	20,800.00
5	Type 3-Modified Rapid Setting Slurry Seal (Including removal of all striping and pavement markings prior to applying the rapid setting slurry seal)	61,500	SY	1.70	104,550.00
6	Paint Double 4" Yellow Stripe	2,100	LF	0.80	1,680.00
7	Paint 6" Solid White Stripe	14,500	LF	0.40	5,800.00
8	Paint 6" Dotted White Stripe	1,000	LF	0.40	400.00
9	Paint 8" Solid White Stripe	1,600	LF	0.80	1,280.00
10	Paint Left and Right Turn Arrows	33	EA	41.50	1,369.50
11	Paint "ONLY" Symbol at right turn lane on NB Saliman at William Street and SB Saliman at Fairview Drive. All other "ONLY" Symbols to be replaced with Turn Arrows	2	EA	80.00	160.00
12	Paint 4" Skip White Stripe	15,700	LF	0.20	3,140.00
13	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	12,000	LF	0.55	6,600.00
14	Paint 24" White Stop Bar Markings	300	LF	3.00	900.00
15	Cross Walk Striping – 24" White Striping	1,620	LF	2.50	4,050.00

BID PROPOSAL

16	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	48	EA	20.00	960.00
17	Bike Lane Symbols	45	EA	130.00	5,850.00
BP.2 Total Base Bid Price (Schedule A)				263,524.00	
Schedule B - Saliman Road Street Light and RRFB:					
18	Trench and Install 2 – 1.5" HDPE Conduit. Includes sawcutting and removal of any concrete and asphalt as needed. (Free dump tickets provided).	200	LF	63.00	12,600.00
19	Furnish and Install No. 5 Pull Box	2	EA	1,300.00	2,600.00
20	Remove and Replace Sidewalk	20	SF	80.00	1,600.00
21	Permanent Pavement Patch	125	SF	25.00	3,125.00
22	Remove and Replace Concrete in center island where removed for trenching	50	SF	50.00	2,500.00
23	Furnish and Install NDOT Type 14 Street Light Pole with Double Mast Arm and 2 Cree Cobra Head Part # XSP-D-HT-3ME-18L-57K7-UL-SV-N-J luminaires or approved equal. This item includes furnishing and installing required wire. Photocells to be furnished and installed as well (sold separate from luminaires). Includes foundation construction.	1	LS	13,000.00	13,000.00
24	Furnish and Install Rectangular Rapid Flashing Beacons (Carmanah SC315-G or Approved Equal). This item includes the purchase of all RRFB equipment with flashers, furnishing and installing all wiring, push buttons, posts, post foundation installation, and complete system installation. (Note: RRFB's shall communicate remotely due to the RRFB on the west side of Saliman being solar powered and will not be hard wired to the east RRFB).	1	LS	33,000.00	33,000.00
25	Furnish and Install Yellow Glue-Down Detectable Warning Plates	2	EA	2,200.00	4,400.00
26	Replace Sign on Existing Sign Post	1	EA	150.00	150.00
27	Relocate Sign and Install New Sign	1	EA	650.00	650.00
BP.3 Total Base Bid Price (Schedule B)				73,625.00	
Base Bid Schedule C – Russell Way Preservation:					
28	Sawcut and Remove AC	1,550	SF	4.00	6,200.00
29	Pavement Patching	1,550	SF	13.00	20,150.00
30	Type 3 Modified Rapid Setting Slurry	69,500	SF	0.25	17,375.00
31	Remove and Replace ADA Ramp, Including Detectable Warning Plates, Sidewalk, Curb and Gutter	2	EA	8,000.00	16,000.00
32	Relocate Split Rail Fence	1	LS	1,000.00	1,000.00
33	Replace Storm Drain Frame and Lid	1	EA	1,000.00	1,000.00
34	Paint Double 4" Yellow Stripe	2,000	LF	1.00	2,000.00
35	Paint 6" Solid White Stripe	2,850	LF	0.80	2,280.00
36	Paint 6" Dotted White Stripe	160	LF	0.80	128.00
37	Paint 8" Solid White Stripe	105	LF	1.00	105.00
38	Paint Left and Right Turn Arrows	7	EA	80.00	560.00

BP - 3

BID PROPOSAL

39	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	570	LF	1.00	570.00
40	Paint 24" White Stop Bar Markings	80	LF	3.00	240.00
41	Cross Walk Striping – 24" White Striping	480	LF	2.50	1,200.00
42	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	12	EA	50.00	600.00
43	Bike Lane Symbols	5	EA	150.00	750.00
BP.4 Total Base Bid Price (Schedule C):					70,158.00
Alternate Bid Items Schedule D:					
44	Remove and Replace Stamped/Stained Concrete in Center Island, match existing as close as possible. In lieu of item 21 in Schedule B	300	SF	43.00	12,900.00
45	Roll Bike Lanes With Vibratory Roller After Application of Rapid Setting Slurry Seal for Smooth Travel Surface for Bicycles	1	LS	3,800.00	3,800.00
BP.5 Total Alternate Bid Price (Schedule D):					16,700.00

BP.6 Total Base (Schedule (A+B+C)) Bid Price Written in Words:

Four hundred seven thousand three hundred seven dollars no cents

BP.7 Total Alternate (Schedule (D)) Bid Price Written in Words:

Sixteen thousand seven hundred dollars no cents

BP.8 BIDDER INFORMATION:

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

Contact Person / Title:	Kevin L. Robertson/President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420

BID PROPOSAL

Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BP.9 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/21
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	BL-002775-2020
Date Issued:	2/18/20
Date of Expiration:	12/31/20
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.10 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

BID PROPOSAL

Other 2) Title: —
Name:

Corporation:

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

BID PROPOSAL

BP.11 MANAGEMENT AND SUPERVISORY PERSONNEL:

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

Title 1)

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

Title 2)

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

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Area Manager
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

BID PROPOSAL

BP.12 REFERENCES:

Instructions:

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

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

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

BID PROPOSAL

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

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Ryan Companies	Polaris MDC	\$5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Regional Transportation Commission	S. Virginia Street Phase 1	\$13,356,188.00	Reconstruct	05/01/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	2018 Preventative Maintenance	\$2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Miles Construction	Heritage Sitework	\$3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Truckee Meadows Water Authority	STMIGD Arrowcreek BPS Main	\$2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
City of Reno	2017 Sewer Lift Station Replacement	\$3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$7,958,567.00	Sitework	04/15/18	Don Frank	602-679-6460	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/AsphaltPatching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Project	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yolton	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurface	\$1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Sacramento County	Sacramento International Airport Taxiway Delta 3	\$392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County 2014-15 Slurry Seal	\$1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$281,618.00	Asphalt Maintenance	08/12/14	Randy Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$2,288,324.00	Chip Seal	08/08/14	Dennis Hastlee	775-289-1700	1401 E. Autum Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$1,376,007.00	Street Reconstruct/Underground Utiliti	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Gardnerville General Improvement District	2013 Street Rehab	\$677,007.00	Street Maintenance	08/20/13	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
California Department of Transportation	Caltrans 03-4M5604 Glenn County	\$559,007.00	Pave and Microseal	08/15/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Ma	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2. Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$2,696,007.00	Asphalt Overlay	08/31/12	Michael Hollrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$167,007.00	Street Reconstruction/Cattleguard	07/31/12	Marlene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	Street Reconstruction	07/30/12	Bob Schriker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	Street Reconstruction	03/12/12	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Nevada Department of Transportation	NDOT D2-011-11 Micro	\$958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00	Street Reconstruction	06/01/11	Khail Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Lyon County	Affonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/01/10	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpnickel	\$9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

BID PROPOSAL

BP. 13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



 Signature of Authorized Certifying Official

 Kevin L. Robertson
 Printed Name

 President
 Title

 April 17, 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	.62	2.84
2019	.62	2.04

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.14 INSTRUCTIONS: for Subcontractors and **General Contractors** who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address		
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435		
Phone	Nevada Contractor License #	Limit of License	
775-355-0420	25565	Unlimited	
Description of work <i>micro-surfacing, concrete work, patching, traffic control, striping</i>			
Name of Subcontractor	Address		
<i>Par Electrical</i>	<i>1465 West Fourth Street, Reno, Nevada 89503</i>		
Phone	Nevada Contractor License #	Limit of License	
<i>775-329-0407</i>	<i>36500</i>	<i>unlimited</i>	
Description of work <i>electrical work</i>			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

BP.15 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	Unlimited
Description of work		
micro-surfacing, concrete work, patching, traffic control, striping		
Name of Subcontractor	Address	
Par Electrical	1465 West Fourth Street, Reno, Nevada 89503	
Phone	Nevada Contractor License #	Limit of License
775-329-0407	36500	unlimited
Description of work		
electrical work		
Name of Subcontractor	Address	
None		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 16 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 Kents Oil Service		Address 3310 E. Miner Ave. Stockton, California 95205	
Phone 209-463-4762	Nevada Contractor License # 74193	Limit of License 500,000	
Description of work Paving Fabric			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

BP. 17

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 Subcontracto	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

Local Preference Affidavit

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

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Project No. **19300161**, Project Name **Saliman Road and Russell Way Preservation Project**, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;

2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;

3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.

4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

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

By: Kevin L. Robertson Title: President

Signature: [Handwritten Signature] Date: April 17, 2020

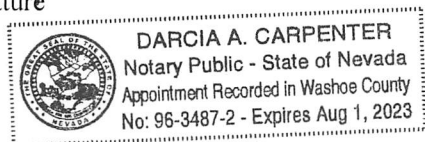
Signed and sworn to (or affirmed) before me on this 17th day of April, 2020,

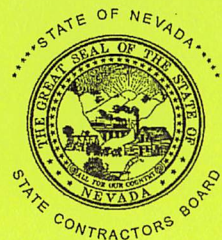
by Kevin L. Robertson (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0025565** ORIGINAL ISSUE DATE: **07/05/1988** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2019** AND EXPIRES ON **JULY 31, 2020** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

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

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

BID PROPOSAL

BP.18 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Saliman Road and Russell Way Preservation Project", contract number **19300161**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

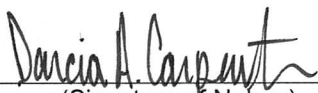
BIDDER:

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


(Signature of Bidder)

DATED: April 17, 2020

Signed and sworn (or affirmed) before me on this 17th day of April, 2020, by Kevin L. Robertson.


(Signature of Notary)

(Notary Stamp)



Work Experience

Justin Tenpenny, Superintendent

Washoe County Public Works Engineering Division 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

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

Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

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

City of Reno Preventative Maintenance 2018, 2019

Performed Rapid Set Slurry Seal

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

Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III and Type II Microsurfacing Cape Seals

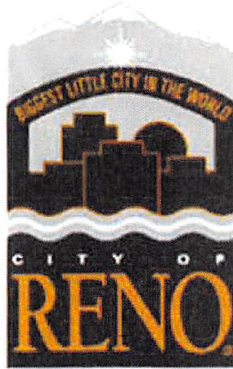
Contact – Dustin Homan
Lyon Co. Public Works
34 Lakes Blvd
Dayton, NV 89403
775-463-6551 ext 1223

City of Fernley PMP Maintenance Project 2016, 2018, 2019

Performed Type III and Type II Microsurfacing Cape Seals

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

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



February 19, 2019

To Whom it May Concern:

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

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

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

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

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

Sincerely,

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

Teri Martinetti
Project Coordinator
Capital Projects

Confirmation of prevailing wages used in bid

Exhibit A

ATTACHMENT A - STATE PREVAILING WAGE RATES

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



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

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

2020 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

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

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As **Amendments/Revisions** are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Project Workforce Checklist

Contract No.: _____ Project Name: _____

Contractor/Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	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"/>
Cement Mason , can also include plasterers.	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"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	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"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier (See Laborers) , 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 cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, 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"/>
Lubrication and Service Engineer	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"/>
Millwright	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) and 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"/>

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Exhibit A Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	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"/>
Soils and Materials Tester , includes certified soil tester	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"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	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"/>
Other*:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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 acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that 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 ten (10) working days of such change.

Signed: _____

Name and Title: _____

Date: _____

Contractor Name: _____

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STAFF REPORT

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

Meeting Date: May 13, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300154, Roop Street Pavement Micro-Surfacing Project, to Sierra Nevada Construction, Inc., for a total not to exceed amount of \$257,407.70 to be funded with V&T Infrastructure funds.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Roop Street Micro-Surfacing Project, which includes applying a Type 3- Modified Micro-Surface, pavement patching, and re-striping of Roop Street between Robinson Street and Hot Springs Road. The construction contract is for the base bid of \$234,007 plus a 10% contingency amount of \$23,400.70. The engineer's estimate was \$270,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award Contract 19300154 as presented.

Background/Issues & Analysis

This is a pavement preservation project on Roop Street between Robinson Street and Hot Springs Road. The project includes using a Type 3- Modified Micro-Surface treatment, signing and re-striping, and pavement patching between Northridge Drive and Hot Springs Road prior to application of the Micro-Surface treatment.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on March 17, 2020. Three bids were opened at approximately 11:30 am on April 20, 2020, via online Cisco Webex bid opening. Present during the bid opening were: Darcy Carpenter, Sierra Nevada Construction, Inc.; a representative from Intermountain Slurry Seal; Jeff Freeman, Brian Elder, Kate Allen and Courtney Melhaff, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Name of Bidder

Total Base Bid

Sierra Nevada Construction, Inc.
VSS International, Inc
Intermountain Slurry Seal, Inc.

\$234,007
\$246,006
\$246,246

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

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project P303519013, V&T Infrastructure Fund, Construction Account / 2535005-507010

Is it currently budgeted? Yes No

If approved, the V&T Infrastructure Fund account number 2535005-507010, will be reduced by an amount not to exceed \$257,407.70.

Alternatives

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

Supporting Material

-Exhibit-1: 19300154 Bid Tabulation Report

-Exhibit-2: Draft Contract No. 19300154

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/currentbids>

Notice to Contractors Bid# 19300154 Roop Street Pavement Micro-Surfacing Project

Date and Time of Opening: 4/20/20 @ 11:30am

Description				Bidder # 1		Bidder # 2		Bidder #3	
				Sierra Nevada Construction, Inc.		VSS International, Inc.		Intermountain Slurry Seal, Inc.	
BONDING Provided, \$, %, or no				5%		5%		5%	
BIDDER acknowledges receipt addendums				Y		Y		Y	
1	Mob/Demob, SWPPP	1	LS	\$10,000.00	\$10,000.00	\$20,777.50	\$20,777.50	\$20,000.00	\$20,000.00
2	Traffic Control	1	LS	\$24,259.50	\$24,259.50	\$55,175.00	\$55,175.00	\$71,310.75	\$71,310.75
3	Sawcut and Remove AC, Construct Permanent Pavement Patch. Approximately 6" of AC on 12" Aggregate Base.	5,000	SF	\$19.00	\$95,000.00	\$8.03	\$40,150.00	\$7.65	\$38,250.00
4	Type 3-Modified Micro-surfacing, Including Removal of Pavement Striping and Symbols.	41,000	SY	\$1.80	\$73,800.00	\$2.39	\$97,990.00	\$2.00	\$82,000.00
5	Paint 4" Solid Yellow Stripe	500	LF	\$0.50	\$250.00	\$0.32	\$160.00	\$0.75	\$375.00
6	Paint Double 4" Yellow Stripe	6,600	LF	\$0.65	\$4,290.00	\$0.42	\$2,772.00	\$0.89	\$5,874.00
7	Paint 6" Solid White Stripe	9,400	LF	\$0.55	\$5,170.00	\$0.37	\$3,478.00	\$0.82	\$7,708.00
8	Paint 6" Dotted White Stripe	1,400	LF	\$0.50	\$700.00	\$0.21	\$294.00	\$0.66	\$924.00
9	Paint 8" Solid White Stripe	2,100	LF	\$0.65	\$1,365.00	\$0.42	\$882.00	\$0.89	\$1,869.00
10	Paint Left and Right Turn Arrows	39	EA	\$45.00	\$1,755.00	\$78.75	\$3,071.25	\$7.50	\$292.50
11	Paint 4" Skip White Stripe	5,400	LF	\$0.20	\$1,080.00	\$0.21	\$1,134.00	\$0.64	\$3,456.00
12	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	1,650	LF	\$0.75	\$1,237.50	\$0.37	\$610.50	\$0.64	\$1,056.00
13	Paint 24" White Stop Bar Markings	400	LF	\$2.75	\$1,100.00	\$5.25	\$2,100.00	\$1.45	\$580.00
14	Cross Walk Striping – 24" White Striping	2,100	LF	\$2.75	\$5,775.00	\$5.25	\$11,025.00	\$1.45	\$3,045.00
15	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	75	EA	\$22.00	\$1,650.00	\$19.69	\$1,476.75	\$2.25	\$168.75
16	Bike Lane Symbols	25	EA	\$150.00	\$3,750.00	\$49.82	\$1,245.50	\$7.48	\$187.00
17	Remove Existing Sign and Install New Sign on Existing Post	5	EA	\$125.00	\$625.00	\$131.25	\$656.25	\$480.00	\$2,400.00
18	Install New Sign and Post	3	EA	\$450.00	\$1,350.00	\$577.50	\$1,732.50	\$1,900.00	\$5,700.00
19	Relocate Existing Sign and Post	2	EA	\$400.00	\$800.00	\$577.50	\$1,155.00	\$350.00	\$700.00
20	Remove Sign and Post	1	EA	\$50.00	\$50.00	\$120.75	\$120.75	\$350.00	\$350.00
Total Base Bid Price (Schedule A)				\$234,007.00		\$246,006.00		\$246,246.00	
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		signed		Y	
The City intends to award the contract to Sierra Nevada Construction, Inc.									

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300154

Title: Roop Street Pavement Micro-Surfacing Project

THIS CONTRACT made and entered into this 13th day of May, 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 "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___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for **CONTRACT No. 19300154**, titled **Roop Street Pavement Micro-Surfacing Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.19300154 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/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	_____

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its 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:

Marc T. Markwell, Secretary/Treasurer
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

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

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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Thirty Four Thousand Seven Dollars and 00/100 (\$234,007.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

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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 construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which

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would otherwise exist as to any party or person described in this Section.

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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Title: Roop Street Pavement Micro-Surfacing Project

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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.

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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 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

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# 19300154
Project# P303519013
Account # 2535005 507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Marc T. Markwell

TITLE: Secretary/Treasurer

FIRM: Sierra Nevada Construction, Inc

CARSON CITY BUSINESS LICENSE #: BL-002775-2020

NEVADA CONTRACTORS LICENSE #: 025565

Address: PO Box 50760

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

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 13, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300154** and titled **Roop Street Pavement Micro-Surfacing Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of May, 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 13th day of May, 2020

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Contract No: 19300154

Title: Roop Street Pavement Micro-Surfacing Project

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# 19300154** and titled **Roop Street Pavement Micro-Surfacing Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called

CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 19300154** and titled **Roop Street Pavement Micro-Surfacing Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **19300154**, PWP # **CC-2020-237**, for the Project Title: **Roop Street Pavement Micro-Surfacing 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: 03/24/2020

Sierra Nevada Construction, Inc.
 Principal _____
 By: Kevin L. Robertson
Kevin L. Robertson, President
 Liberty Mutual Insurance Company
 Surety _____
 By: Andrea Marie Cantlon
Andrea Marie Cantlon Attorney-In-Fact





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

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

Certificate No: 8200430

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2019.



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of March, 2020.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

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

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

BID PROPOSAL

BID # 19300154

BID TITLE: "Roop Street Pavement Micro-Surfacing Project"

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

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

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

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

BIDDER acknowledges receipt of 1,2 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:			—	—
1	Mobilization/Demobilization, SWPPP	1	LS	10,000.00	10,000.00
2	Traffic Control	1	LS	24,259.50	24,259.50
3	Sawcut and Remove AC, Construct Permanent Pavement Patch. Approximately 6" of AC on 12" Aggregate Base.	5,000	SF	19.00	95,000.00
4	Type 3-Modified Micro-surfacing, Including Removal of Pavement Striping and Symbols.	41,000	SY	1.80	73,800.00
5	Paint 4" Solid Yellow Stripe	500	LF	0.50	250.00
6	Paint Double 4" Yellow Stripe	6,600	LF	0.65	4,290.00
7	Paint 6" Solid White Stripe	9,400	LF	0.55	5,170.00
8	Paint 6" Dotted White Stripe	1,400	LF	0.50	700.00
9	Paint 8" Solid White Stripe	2,100	LF	0.65	1,365.00
10	Paint Left and Right Turn Arrows	39	EA	45.00	1,755.00
11	Paint 4" Skip White Stripe	5,400	LF	0.20	1,080.00
12	Paint 4" Solid Yellow With 4" Broken Yellow Stripe	1,650	LF	0.75	1,237.50
13	Paint 24" White Stop Bar Markings	400	LF	2.75	1,100.00
14	Cross Walk Striping – 24" White Striping	2,100	LF	2.75	5,775.00
15	Pavement Symbol-Shark Teeth Yield Symbols 24"x36"	75	EA	22.00	1,650.00
16	Bike Lane Symbols	25	EA	150.00	3,750.00
17	Remove Existing Sign and Install New Sign on Existing Post	5	EA	125.00	625.00
18	Install New Sign and Post	3	EA	450.00	1,350.00
19	Relocate Existing Sign and Post	2	EA	400.00	800.00
20	Remove Sign and Post	1	EA	50.00	50.00
BP.2	Total Base Bid Price (Schedule A)				234,007.00

BID PROPOSAL

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

Two hundred thirty four thousand seven dollars no cents

BP.4 BIDDER INFORMATION:

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

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

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A. General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/2021
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	BL-002775-2020
Date Issued:	2/18/20

BID PROPOSAL

Date of Expiration:	12/31/20
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:
Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt

BID PROPOSAL

Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer
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BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

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

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Area Manager
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

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

BID PROPOSAL

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

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Ryan Companies	Polaris MDC	\$5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Regional Transportation Commission	S. Virginia Street Phase 1	\$13,356,188.00	Reconstruct	05/01/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	2018 Preventative Maintenance	\$2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Miles Construction	Heritage Sitework	\$3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Truckee Meadows Water Authority	STMGIID Arrowcreek BPS Main	\$2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
City of Reno	2017 Sewer Lift Station Replacement	\$3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$7,958,567.00	Sitework	04/15/18	Don Frank	602-679-6460	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/AsphaltPatching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Project	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yolton	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeyes Road Reconstruct	\$1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurface	\$1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Sacramento County	Sacramento International Airport Taxiway Delta 3	\$392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County 2014-15 Slurry Seal	\$1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$1,376,007.00	Street Reconstruct/Underground Utiliti	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Gardnerville General Improvement District	2013 Street Rehab	\$677,007.00	Street Maintenance	08/20/13	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
California Department of Transportation	Caltrans 03-4M5604 Glenn County	\$559,007.00	Pave and Microseal	08/15/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Ma	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$1,073,007.00	Preventive Maint.. Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$2,696,007.00	Asphalt Overlay	08/31/12	Michael Holtrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$167,007.00	Street Reconstruction/Cattleguard	07/31/12	Marlene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	Street Reconstruction	07/30/12	Bob Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	Street Reconstruction	03/12/12	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Nevada Department of Transportation	NDOT D2-011-11 Micro	\$958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Lyon County	Afonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/01/10	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpemickel	\$9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

BID PROPOSAL

BP. 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 L. Robertson
 Printed Name

 President
 Title

 April 14, 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	.62	2.84
2019	.62	2.04

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 Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License Unlimited
Description of work All work		
Name of Subcontractor None	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

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	Address	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	Unlimited
Description of work <i>All work</i>		
Name of Subcontractor	Address	
<i>NONE</i>		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 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 <i>None</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 13

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment:				CONTRACT NUMBER: _____	
	Date Invoiced by Subcontracto	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

Local Preference Affidavit

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

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Project No. **19300154**, Project Name **Roop Street Pavement Micro-Surfacing Project**, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

By: Kevin L. Robertson Title: President

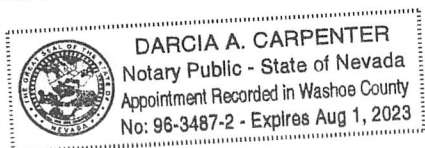
Signature: [Handwritten Signature] Date: April 14, 2020

Signed and sworn to (or affirmed) before me on this 14th day of April, 2020, by Kevin L. Robertson (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0025565** ORIGINAL ISSUE DATE: **07/05/1988** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2019** AND EXPIRES ON **JULY 31, 2020** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

7/9/2019

DATE

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

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Roop Street Pavement Micro-Surfacing Project**", contract number **19300154**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

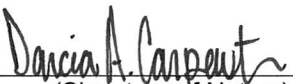
PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz

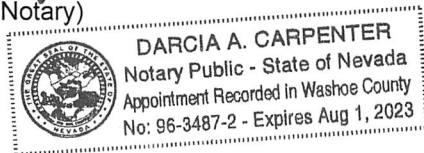

(Signature of Bidder)

DATED: April 14, 2020

Signed and sworn (or affirmed) before me on this 14th day of April, 2020, by

Kevin L. Robertson


(Signature of Notary)



(Notary Stamp)

Work Experience

Justin Tenpenny, Superintendent

Washoe County Public Works Engineering Division 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

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

Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

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

City of Reno Preventative Maintenance 2018, 2019

Performed Rapid Set Slurry Seal

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

Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019

Performed Type III and Type II Microsurfacing Cape Seals

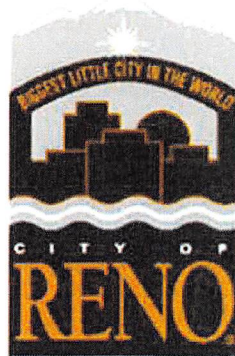
Contact – Dustin Homan
Lyon Co. Public Works
34 Lakes Blvd
Dayton, NV 89403
775-463-6551 ext 1223

City of Fernley PMP Maintenance Project 2016, 2018, 2019

Performed Type III and Type II Microsurfacing Cape Seals

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

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



February 19, 2019

To Whom it May Concern:

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

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

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

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

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

Sincerely,

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

Teri Martinetti
Project Coordinator
Capital Projects

Confirmation of prevailing wages used in bid Exhibit A

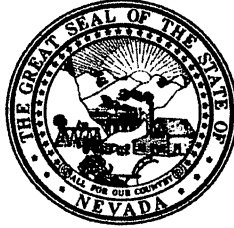
ATTACHMENT A - STATE PREVAILING WAGE RATES

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



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3300 WEST SAHARA AVENUE, SUITE 225
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2020 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

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

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Project Workforce Checklist

Contract No.: _____ Project Name: _____

Contractor/Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	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"/>
Cement Mason , can also include plasterers.	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"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	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"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier (See Laborers) , 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 cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, 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"/>
Lubrication and Service Engineer	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"/>
Millwright	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) and 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"/>

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Exhibit A Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	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"/>
Soils and Materials Tester , includes certified soil tester	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"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	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"/>
Other*:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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 acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that 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 ten (10) working days of such change.

Signed: _____

Name and Title: _____

Date: _____

Contractor Name: _____

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STAFF REPORT

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

Meeting Date: May 13, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Information Only – Information and discussion on the recently implemented Speed Limit Policy that sets forth guidelines for establishing and reviewing speed limits on new and existing roadways within Carson City, Nevada.

Staff Summary: Staff will present information related to the Speed Limit Policy and how that policy will be implemented. The methods outlined in the policy will be used as the basis to establish new and review existing speed limits within Carson City. The policy also provides guidance on the use of special speed zones and on the placement of speed signs.

Agenda Action: Other/Presentation

Time Requested: 15 minutes

Proposed Motion

-N/A

Background/Issues & Analysis

The establishment of speed limits can be technical, complicated, and often requires a balanced consideration of safety and mobility. Lower speeds generally result in less severe crashes, while higher speeds improve mobility and get drivers to their destinations quicker. This policy provides a method for establishing and reviewing speed limits that are safe and consistent across Carson City. It is intended to be used by Public Works staff to provide a more consistent and transparent method for establishing and reviewing speed limits.

This policy is based on national guidance from the Federal Highway Administration, the Manual on Uniform Traffic Control Devices (MUTCD), and the National Academy of Science's Transportation Research Board (TRB). It outlines existing laws, factors that influence how drivers select the speed they drive, methods for establishing speed limits on new roads, methods for reviewing speed limits on existing roads, and guidance on special speed zones and sign placement.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS 269, NRS Chapter 484B, CCMC Title 10

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

-N/A

Supporting Material

-Exhibit-1: Carson City Public Works Speed Limit Policy

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



**Carson City Public Works
Speed Limit Policy and Procedure
Effective date: April 28, 2020**

1.0 Purpose:

The purpose of this policy is to set forth guidelines for establishing and reviewing speed limits on new and existing roadways within Carson City, Nevada.

2.0 Organizations Affected:

This policy is to be used by the Carson City Public Works Department.

3.0 References:

A Policy on Geometric Design of Highways and Streets; AASHTO (2011)

Manual on Uniform Traffic Control Devices (MUTCD); FHWA (2009)

Methods and Practices for Setting Speed Limits: An Informational Report; FHWA (2012)

Speed Concepts: Informational Guide; FHWA (2009)

California Manual for Setting Speed Limits; Caltrans (2019)

NCHRP Report 504 - Design Speed, Operating Speed, and Posted Speed Practices; TRB (2003)

NCHRP Report 855 – An Expanded Functional Classifications System for Highways and Streets; TRB (2018)

Traffic Operations Process Memorandum 2018-01 Operations and Safety Study Process; NDOT (2018)

Access Management Systems and Standards; NDOT (2017)

4.0 Definitions:

AASHTO – American Association of State Highway Transportation Officials

Design Speed – The speed used to determine various geometric design features of the roadway.

FHWA – Federal Highway Administration

85th Percentile Speed – The speed at or below which 85 percent of the traffic is moving, also referred to as Vehicle Operating Speed.

GPS – Global Positioning System

GIS – Geographic Information System

Inferred Design Speed – The maximum speed for which all critical design/speed related criteria are met. May be higher or lower than the design speed.

k-value – An abbreviation for the rate of vertical curvature

MUTCD – Manual of Uniform Traffic Control Devices

NCHRP – National Cooperative Highway Research Program

NDOT – Nevada Department of Transportation

TRB – Transportation Research Board

Speed Limit – The maximum lawful speed, either posted or by statute for a specific road.

Vehicle Pace – An indication of the dispersion of speed. The ten mile per hour range of speeds containing the greatest number of observed speeds based on field measurements.

5.0 Summary of Nevada Law and City Code:

NRS 269.195 – Power to regulate vehicular traffic; ordinances; posting informational signs and other devices at school zones and school crossing zones.

1. *Except as otherwise provided in NRS 707.375, in addition to the powers and jurisdiction conferred upon the town boards or boards of county commissioners by this chapter, such boards may: (b) Regulate the speed, parking, stopping, turning and operation of all motor vehicles and other vehicles using the streets and alleys.*

NRS 484B.600 – Basic rule; additional penalties for violation committed in work zone or pedestrian safety zone or if driver is proximate cause of collision with pedestrian or person riding bicycle, electric bicycle or electric scooter; discretion of court to reduce violation in certain circumstances; maximum fine.

1. *It is unlawful for any person to drive or operate a vehicle of any kind or character at:*
 - (a) *A rate of speed greater than is reasonable or proper, having due regard for the traffic, surface and width of the highway, the weather and other highway conditions.*
 - (b) *Such a rate of speed as to endanger the life, limb or property of any person.*
 - (c) *A rate of speed greater than that posted by a public authority for the particular portion of highway being traversed.*

NRS 484B.363 – School zone or school crossing zone: Speed limit; designation; signs; U-turn and overtaking another vehicle prohibited; determination of hours in which speed limit is in effect; additional penalty if driver is proximate cause of collision with pedestrian or person riding bicycle, electric bicycle or electric scooter.

1. *A person shall not drive a motor vehicle at a speed in excess of 15 miles per hour in an area designated as a school zone except:
 - (a) *On a day on which school is not in session;*
 - (b) *During the period from a half hour after school is no longer in operation to a half hour before school is next in operation;*
 - (c) *If the zone is designated by an operational speed limit beacon, during the hours when the pupils of the school are in class and the yellow lights of the speed limit beacon are not flashing in the manner which indicates that the speed limit is in effect; or*
 - (d) *If the zone is not designated by an operational speed limit beacon, during the times when the sign designating the school zone indicates that the speed limit is not in effect.**

(Refer to NRS for full text of NRS 484B.363.)

Carson City Code 10.20.010 – Basic Rule

It is unlawful for any person to drive or operate a vehicle of any kind or character at:

1. *A rate of speed greater than is reasonable or proper, having due regard for the traffic, surface and width of the highway; or*
2. *Such a rate of speed as to endanger the life, limb or property of any person; or*
3. *A speed in excess of twenty-five (25) miles per hour on or through the highways of Carson City; provided, however, that it shall be unlawful to operate any truck or motor vehicle of a rated load capacity of one and one-half (1.5) tons, or more, upon the streets and alleys of Carson City at a speed in excess of fifteen (15) miles per hour;*
4. *It is unlawful for any person to drive or operate a vehicle of any kind or character at a speed greater than twenty-five (25) miles per hour, on or through the highways of Carson City, unless any such highways are otherwise specifically ordered to be posted at speeds other than twenty-five (25) miles per hour by the public works director, based on a complete engineering and traffic survey for speed zoning.*
5. *A rate of speed greater than that posted by a public authority for the particular portion of highway being traveled in Carson City.*

6.0 Policy and Procedures:

6.1 Background:

The establishment of Speed Limits is often a balance between safety and mobility. The establishment of speed limits requires a rational approach to maintain the confidence of the public. By using a uniform procedure, Carson City can set speed limits that are safe

and consistent. The processes outlined by this policy are based on NCHRP and FHWA guidance.

Speed limits are set to inform motorists of appropriate driving speed and to advise them about the maximum reasonable and safe operating speed under favorable conditions. Speeds less than the posted speed limit are expected under certain circumstances such as in conditions of poor visibility, adverse weather, congestion, traffic control warning signs, or the presence of high volumes of bicyclists and pedestrians. Methodologies for setting speed limits are designed to result in recommended speeds that:

- Are related to a crash risk;
- Provide a reasonable basis for enforcement;
- Are fair in the context of traffic law; and
- Are accepted as reasonable by a majority of road users.

Vehicle speeds are selected by individual drivers. Drivers tend to drive at speeds based on the visual scene presented to them. Factors that affect speeds along roadways, and also influence the speed selected by motorists, include:

- Crash frequency and severity;
- Pavement conditions;
- Traffic volume: vehicles, trucks, pedestrians, and bicycles;
- Roadway design elements, including:
 - Road function/classification/purpose;
 - Lane and shoulder width;
 - Horizontal and vertical curves;
 - Roadside characteristics;
 - Slopes and grade;
 - Sight distances;
 - Driveways with restricted visibility;
 - Driveway density and spacing;
 - Rural vs. Urban areas;
- Weather and visibility;
- A vehicle's mechanical condition and characteristics; and
- Driving ability/capabilities.

Each of these factors should be considered when establishing and reviewing the speed of a roadway. Additionally, considering future and anticipated development may avoid multiple changes to the speed limit on a given segment of roadway.

There is no specific rule or national guidance that outlines the selection of factors that affect the establishment of a speed limit. Different methods result in different recommended speed limits. The results of the different methods can also be interpreted differently by individuals and professionals. The methods outlined in this policy as well as the engineering judgement by qualified Carson City staff will be used as the basis to establish and review speeds within Carson City.

6.2 Establishing Speed Limits:

Speed limits along new roadways shall be based on the design speed. The design speed is used to determine the various geometric design features of the roadway. Selection of the design speed shall be done using an engineering analysis and include a review of the functional classification and anticipated road and traffic characteristics for the proposed roadway.

When selecting a design speed, the target operating speed and factors described in Section 6.1 above shall be evaluated. The design speed selected should be consistent with the highest speeds drivers may be reasonably expected to travel on a particular facility (i.e. inclusive of typical vehicle speeds) based on the design elements and functional classification.

Maximum design speeds for different functional classifications shall be as follows:

- Local and Industrial - 30 mph
- Collector streets - 30 mph (urban), 40 mph (rural)
- Arterial streets - 45 mph

Design speeds higher than the maximums listed above shall be selected if the facility is targeted to operate at speeds equal to or greater than the design speed listed because the facility is located in an area with:

- Limited pedestrian and bicycle use;
- No on-street parking;
- No curb and gutter;
- Cross streets spaced at more than 1,320 feet, and
- Driveways spaced at more than 660 feet.

If a design speed of greater than 45 mph is selected, the facility is considered a 'high-speed' facility in accordance with AASHTO and shall be designed to meet those criteria.

The posted speed limit is not the design speed. The posted speed limit is set to represent the average speed (85th percentile speed) most vehicles will typically operate. In most cases, the posted speed limit will be 5 - 10 mph below the design speed for all roadway classifications.

As described earlier, the design speed is used to determine the various geometric design features of the roadway. The AASHTO Green Book recommends using values above the minimum criteria; however, additional research by FHWA indicates that this approach alters the visual perspective of drivers making them more comfortable to travel at higher speeds. Since the design speed is generally above the anticipated posted speed limit, geometric design values selected during the design of a roadway shall be nearest to the maximum or minimum requirements for that design speed, to the extent practicable.

New speed limit signs will be posted with construction of the roadway.

6.3 Review of Existing Speed Limits:

The review and re-evaluation of speed limits may occur on established roadways upon a formal request made to the City, or if the roadway has undergone significant changes since the speed limit was established. A speed study - shall be conducted if there has been:

- Changes to the number of travel lanes;
- Added turning lanes or bicycle lanes;
- Changes to on-street parking or driveway access/spacing;
- Changes in traffic control signalization (including placement of new stop signs or signal timing/coordination);
- Changes in traffic volumes resulting from changes to the surrounding road network or adjacent development; or
- Changes to the severity or frequency of crashes.

A speed study is not required for roadways that do not meet the above criteria. If it has been determined that a re-evaluation of the existing speed limits is needed based on the above criteria, the procedure for conducting a speed study and setting a speed limit is as follows:

- 1) Obtain the Vehicle Operating Speeds, (85th percentile speed and vehicle pace) for the road segment.
 - Vehicle operating speed is measured as a range of 85th percentile speed, or the speeds at which 85 percent of the vehicles operate. The vehicle pace is the ten

mile per hour range of speeds containing the greatest number of observed speeds. Both 85th percentile speed and vehicle pace are obtained by conducting spot-speed surveys of free-flowing vehicles at representative locations along the roadway.

- Review the results of the speed study and compare to the existing posted speed limit. The MUTCD indicates that posted speeds “should be within 5 mph of the 85th percentile speed of free-flowing traffic.”
 - The starting point for setting speed limits on all roadways should be based on results of spot speed studies with adjustments made based on vehicle pace and completion of steps 2 through 6, below.
- 2) Review the geometric design and attempt to determine the design speed, the inferred design speed, or the limiting geometric factors that affect the safety of the roadway.
- Stopping sight distance, horizontal and vertical geometry, and roadside design are limiting design factors when reviewing a speed limit. If the design speed is not already known, these design factors should be examined to estimate a road’s design speed.
 - In some instances, the existing geometric features may have been designed above or below the minimum or maximum design speed values (e.g. a vertical curve having a k-value greater than the required minimum). This is called the inferred design speed. In these cases, the inferred design speed will be different (higher or lower) than the designated design speed of the road.
 - In general, the speed limit should not be posted above a road’s designated or inferred design speed.
- 3) Review the roadway functional classification, access management, and general roadside site characteristics.
- This includes a review of the number and spacing of driveways and the existing and planned adjacent development.
 - The concept is to review the roadway’s intended function and how the roadway is meant to operate in its given setting.
- 4) Review the crash data
- Evaluate if a change in speed may alter the frequency and severity of crashes based on a review of the most recent available crash data and crash types.
- 5) Consult with the Carson City Sherriff’s Office regarding enforcement.
- Review if changes to the existing speed limit are reasonably enforceable based on experience and knowledge of the area.

6) Complete the speed study analysis.

- The roadway's speed limit should be first based on its 85th percentile speed with geometric, safety, and enforcement factors considered and evaluated. The posted speed limit shall be set at the closest 5 mph increment, rounded down. For example:
 - i. If the 85th percentile speed for a location was is found to be 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed.
 - ii. If the 85th percentile speed for a location was found to be 33 mph, then the speed limit would be established at 30 mph.
 - iii. These speeds may be reduced if justification is provided as part of the engineering study.
- The speed of the roadway may be set below the 85th percentile speed when geometric or other factors are determined to be a contributing factor as described above. In no case shall the speed limit be set less than 10 mph below the 85th percentile speed.
- Confirm the existing or set a new speed limit based on the results of the analysis.
- Speed limits on all roadways, including any changes, shall be approved by the Public Works Director.
- Upon approval by the Public Works Director that a change is needed, the Transportation Manager will coordinate with streets maintenance staff to replace the sign plaques.
- When the speed limit is changed on a roadway with approaches to signalized intersections, the clearance interval timing needs to be recalculated and the detection systems may need to be adjusted or modified. Additionally, coordination timing with other signals may need to be adjusted.

6.4 General Considerations:

The procedure and steps outlined in this policy may be altered depending on the nature of the roadways in Carson City. In some cases, the collection of data may be difficult to obtain due to safety concerns, weather conditions, traffic volumes, or the lack of information available for a given segment of road. To the extent practicable, a range of data should be collected at various locations along the roadway to get an accurate representation of the roadway conditions. Locations that differ from normal conditions may be suitable for Special Speed Zones or other advisory speed warning devices.

FHWA has developed a knowledge-based system for recommending speed limits. The tool is called USLIMITS2. This tool may be used to assist in making a speed limit decision, but it is not intended to make the decision on behalf of the engineer or agency.

FHWA research has shown that changes in posted speeds have little effect on operating speeds. A reduction in the speed limit along a roadway facility is not an acceptable method of reducing vehicle speeds.

6.5 Special Speed Zones:

The regulatory speed limit sign (R2-1) shall be used when reducing speeds in Special Speed Zones.

6.5.1 School Zones

The school zone speed limit shall be 15 mph.

6.5.2 Work Zones

Speeds may be reduced in work zones when temporary traffic control devices are in use. Speeds may be reduced to up to 10 mph below the posted speed limit. Reductions greater than 10 mph shall be approved by the Public Works Director.

6.5.3 Pedestrian Safety Zones

Pedestrian Safety Zones are defined by NRS 484B.135. This law allows for governing bodies to designate pedestrian safety zones in certain circumstances. In accordance with Section 5 of the NRS, the City may designate a pedestrian safety zone on a highway if it:

(a) Makes findings as to the necessity and appropriateness of a pedestrian safety zone, including, without limitation, any circumstances on or near a highway which make an area of the highway dangerous for pedestrians; and

(b) Complies with the requirements of subsection 3 and NRS 484A.430 and 484A.440.

A pedestrian safety zone shall be established based on documented pedestrian safety issues or concerns. The limits of the zone shall be as short as possible; however, at a minimum shall extend one intersection on all sides of the pedestrian safety issue.

The process for defining the zone includes 3 steps and involves collecting data and defining the crash problem on which the zone will be based, mapping the area, and defining the zone. The steps are as follows:

- 1) Identify the crash problem. In order to ensure a reasonably stable measure, a minimum of five year's crash records should be available for establishing pedestrian safety zones. A zone approach is appropriate when all of the following conditions exist.
 - Crash data needed to define the zone is available
 - Data is sufficient to produce a stable map, i.e. not spread across a large area
 - Pedestrian crashes cluster in some way
- 2) Map or visually show the locations of the crashes in some method. Conduct a visual examination of the resulting map noting any crash clusters. If no clustering is apparent, and the map shows crashes randomly spread, the problem may not be "zonable" for that area. Zones may include individual intersections of a grouping of city blocks. Zones may also be segments of single strip of roadway. NDOT recommends using a target rate of 10 crashes per zone as a minimum starting point, but rates should be adjusted based on the need and the characteristic of the surrounding area.
- 3) Calculate efficiency measure and select final zone. The percentage of both crashes and land area covered should be calculated in order to determine program coverage efficiency. If the ratio of the percent of the problem addressed to the percent of the land area covered in the zone is much less than three, the zone may need to be reexamined to try to improve efficiency.

- $$\text{Efficiency Ratio} = \frac{\% \text{ crashes of interest area}}{\% \text{ area those crashes occur over}}$$
- An efficiency ratio of three to one or higher (i.e., 60% of the crashes of interest in 20% of the land area) will permit the application of countermeasures.
- An efficiency ratio less than two indicates the study area is "non-zonable" and the limits should be reexamined.

Per NRS 484B.135 Section 3, when designating a speed zone, the following signs shall be placed:

- (a) *A sign located before the beginning of the pedestrian safety zone which provides notice that higher fines may apply in pedestrian safety zones;*
- (b) *A sign to mark the beginning of the pedestrian safety zone; and*
- (c) *A sign to mark the end of the pedestrian safety zone.*

Refer to the National Highway Traffic Safety Administration (NHTSA) and NDOT's process for additional guidance.

6.5.4 Advisory Areas

Advisory Speeds may be required on short or isolated sections of road where existing constraints or other special conditions exist. Examples include tight horizontal curves or localized areas adjacent to high concentrations of pedestrians or pedestrian crossings. In these instances, the posted regulatory speed limit is not lowered but instead an advisory speed limit sign (W13-1P) and associated warning signs are used.

7.0 Type and Placement of Signs:

Speed limit signs shall be MUTCD compliant regulatory R2-1 signs, and advisory speed signs shall be W13-1P unless otherwise approved by the Public Works Director.

The advisory speed sign shall only be used to supplement a warning sign and shall not be installed as a separate sign installation. Regulatory speed limit signs shall not be placed between the location of the advisory speed sign and the location where the advisory applies.

Speed feedback signs or other similar variable message signs may be used in conjunction with regulatory speed limit signs and in special speed zones. Variable feedback signs are used to reduce vehicle speeds by making drivers aware of their speed relative to the posted speed limit. The use of these signs should be limited to locations of elevated or unexpected roadside hazards, or where changes to the existing speed limit have occurred and speeds need to be reduced to enhance safety, e.g. entering a school zone. When considering the use of speed feedback signs, complete a review of the site to identify safety issues where excessive speed is the primary contributing factor and more passive measures, such as warning signs, have proven ineffective at reducing speeds. Consideration shall also be given to the location of the sign including the physical, electrical, and logistical elements required for its operation and maintenance. Excessive use of these signs may lessen their effectiveness. Installation of a speed feedback sign shall be consistent with MUTCD Section 2B.13, "Speed Limit Sign (R2-1)" for changeable message signs.

For Pedestrian Safety Zones, refer to NDOT's Operations and Safety Study Process for sign type and placement.

The mounting height, lateral offset, orientation, posts, and mountings of speed limit signs shall be in accordance with Section 2A of the MUTCD which provides for the standardization of the sign and post installation.

Speed limit signs shall be placed on all industrial, collector, and arterial roadways within Carson City based on the following:

- After intersections with other industrial, collector, or arterial roadways.
- At a point where a change in speed is required because of changes to roadway design elements.
- At the beginning and ending points of Special Speed Zones (e.g. school zones).
- At the jurisdictional boundaries where roadways enter Carson City.
- At a spacing as to periodically remind drivers of the roadway's regulatory speed limit.
- If warranted, as determined by the Public Works Director.

As listed in Carson City Municipal Code Section 10.20.010 – Basic Rule, the speed limit on or through the highways of Carson City is 25 mph unless otherwise posted. Speed limit signs are not required on local streets. However, if one of the following conditions exists, speed limit signs on local roads shall be placed:

- At the locations where a change in speed is required because of changes to the roadway design or design elements.
- At the beginning and ending points of special speed zones (e.g. school zones).
- Along local streets serving as a main or primary access route to a neighborhood or commercial development, and where that local road intersects with a collector or arterial road.
- If warranted, as determined by the Public Works Director.

All new or changes to existing signs shall be GPS'd for proper location tracking. Each finished product shall be photographed during daylight hours. The photo and the GPS data shall be submitted to the GIS division within 24 hours of completion of the work to be catalogued into the City's Asset Management database.

- END OF POLICY -



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: May 13, 2020
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: March 23, 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 March 2020**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	340	2,029
Street Patching Operation (tons of asphalt)	0	410
Pot Holes Repaired	21	69

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	22	647
Tree Removal	1	12
Tree Replacement	0	3
Tree Care Chemical Treatment	2,985	4,460
Tree Work for Other Departments	7	22
Weed Abatement Chemical Sprayed (gallons applied)	884	4,584

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	54.25	319
Curb & Gutter (linear feet)	1,119	2,400
Sidewalk & Flat Work (sq/ft)	628	9,836
Wheel Chair Ramps	0	2
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	2,550
Shoulder Work on Asphalt Roads	775	5,043
Debris Cleaned	0	627

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	18	7,036
Lineal foot of ditch cleared	262	7,249
Pipe Hydro Flushed (linear feet)	65	1,299
Drainage Inlets Cleaned	0	411

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	499	4,915
Material Picked Up (yards)	238	2,894
City Parking Lots Swept	0	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	41	308
Bins Hauled for Sweeping Operation (yards)	66	382
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	36
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	35	175
Signs Replaced	53	211
Sign Post Replaced	1	33
Signs Replaced due to Graffiti Damage	17	67
Delineators Replaced	9	96
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	5	54
Curb Painted (linear feet)	0	78

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	5 Snow Events - applied 173 yards of salt/sand & 4,419 gallons of brine	25
Rain Event/Flood Control	0	3
Wind	0	0