

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

**Day:** Wednesday  
**Date:** April 12, 2023  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:**

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

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

- 1. Call to Order – Regional Transportation Commission**
- 2. Roll Call**
- 3. Public Comment:\*\***  
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
- 4. For Possible Action: Approval of Minutes – March 8, 2023**
- 5. Public Meeting Item(s):**

5-A For Possible Action – Discussion and possible action regarding a recommendation to the Carson City Board of Supervisors concerning the Fiscal Year (“FY”) 2024 budgets and supplemental requests for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds (collectively, “Funds”).

Staff Summary: The Carson City Board of Supervisors is expected to take final action on the FY 2024 budgets for the Funds in May 2022. Staff will review the tentative FY 2024 budgets for the Funds with the RTC and highlight significant projects to be undertaken.

5-B For Possible Action – Discussion and possible action regarding Amendment 2 (“Amendment”) to Contract 21300242 (“Contract”) for Hansford Economic Consulting, LLC (“Hansford Consulting”) to expand the scope of services and increase the amount of the Contract by \$46,310 for the Carson City Roads Funding Project (“Project”) for a new total not to exceed amount of \$96,275 for the Contract.

Staff Summary: Hansford Consulting has been providing services to Carson City and the RTC for the Project since December 2021. The Amendment allows Hansford Consulting to continue to provide support for the Project including additional investigation and analysis of local/neighborhood roads maintenance funding mechanisms for Carson City. The Project is anticipated to be completed by December 2024.

5-C For Possible Action – Discussion and possible action regarding a determination that West Coast Paving, Inc. (“West Coast”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Desatoya ADA Improvements Community Development Block Grant Project (“Project”) and to award Contract No. 23300297 (“Contract”) for the Project to West Coast for a total not to exceed amount of \$305,800.00.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching and curb ramp modifications. The not to exceed amount of \$305,800.00 includes the base bid amount of \$278,000.00, plus a 10% contingency amount of \$27,800.00. The engineer’s estimate for the Project was \$306,603.00.

5-D For Possible Action – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“ISS”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the District 5 Medical Parkway Pavement Preservation Project (“Project”) and to award Contract No. 23300283 (“Contract”) for the Project to ISS for a total not to exceed amount of \$484,954.98.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching, utility improvements, pavement preservation, and curb ramp modifications. The not to exceed amount of \$484,954.98 includes the base bid amount of \$440,868.16, plus a 10% contingency amount of \$44,086.82. The engineer’s estimate for the Project was \$550,000.00.

5-E For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338, for the District 5 Mountain Street Pavement Preservation Project (“Project”) and to award Contract No. 23300284 (“Contract”) for the Project to SNC for a total not to exceed amount of \$426,807.70.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include curb and gutter repairs, curb ramp upgrades, and pavement preservation. The total amount for the Contract shall not exceed \$426,807.70 which includes the bid amount of \$388,007.00, plus a 10% contingency of \$38,800.70. The engineer’s estimate for the Project was \$409,054.00.

## **6. Non-Action Items:**

- 6-A Transportation Manager's Report
- 6-B Street Operations Report
- 6-C Other comments and reports, which could include:
  - Future agenda items
  - Status review of additional projects
  - Internal communications and administrative matters
  - Correspondence to the RTC
  - Additional status reports and comments from the RTC
  - Additional staff comments and status reports

## **7. Public Comment:\*\***

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

## **8. For Possible Action: To Adjourn**

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

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

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

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

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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION****Minutes of the March 8, 2023 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, March 8, 2023, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
Vice Chair Lisa Schuette  
Commissioner Robert "Jim" Dodson  
Commissioner Lucia Maloney  
Commissioner Gregory Novak

**STAFF:** Chris Martinovich, Transportation Manager  
Adam Tully, Deputy District Attorney  
Bryan Byrne, Traffic Engineer  
Kelly Norman, Transportation Planner/Analyst  
Scott Bohemier, Transportation Planner  
Rebecca Bustos, Grant Analyst  
Danielle Howard, Deputy Clerk  
Minutes by: 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](http://carson.org/minutes).

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

(5:09:48) – Chairperson Bagwell called the meeting to order at 5:09 p.m.

**2. ROLL CALL**

(5:09:52) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(5:10:07) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – FEBRUARY 8, 2023**

(5:10:23) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

**(5:10:35) – Vice Chair Schuette moved to approve the minutes of the February 8, 2023 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

# CARSON CITY REGIONAL TRANSPORTATION COMMISSION

## Minutes of the March 8, 2023 Meeting

Page 2

**DRAFT**

### 5. PUBLIC MEETING ITEMS

#### **5-A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING 60% DESIGN CONCEPTS FOR THE EAST WILLIAM STREET COMPLETE STREETS PROJECT (“PROJECT”).**

(5:10:55) – Chairperson Bagwell introduced the item. Mr. Byrne introduced the presenting team comprising City Engineer Randall Rice, Project Manager Darren Anderson, Consultants Angie Hueftle Principal at NCE, and Sean Teeter, Senior Designer at NCE. Mr. Rice gave background and presented the progress made to date on the East William Street Complete Streets Project. The team reviewed a PowerPoint presentation, incorporated into the record, outlining the 60% design concept, a summary of the public meeting, and a Project timeline update. Ms. Hueftle also led the discussion on the Mills Park pedestrian crossing portion of the Project and, along with the rest of the team members, responded to clarifying questions.

(5:26:32) – Chairperson Bagwell recommended observing the crossing habits of pedestrians prior to placing a crosswalk to prohibit jaywalking. Mr. Rice believed that crosswalk costs were relatively minor and wanted to ensure persons with mobility issues could cross safely at a dedicated crosswalk with appropriate signals and ramps. He also noted that Staff would recommend Option 2 because it avoided people crossing the street into a parking lot. Chair Bagwell inquired about the safety of the medians due to snow accumulation. Commissioner Maloney explained that her past experience with transportation had revealed that most of the pedestrian crossings had taken place during special events at Mills Park or after using the skate park and pavilion; therefore, she was in favor of crosswalk Option 2 but without the median. Commissioner Novak was in favor of raised medians to slow down traffic and offer jaywalkers a safe refuge. Mr. Rice noted that they were encouraging pedestrians to go to crosswalks with flashing beacons instead of using medians.

(5:40:58) – Vice Chair Schuette was in favor of crosswalk Option 2 to keep people safe. Chairperson Bagwell entertained public comments. Porter Wilder introduced himself and inquired about a pedestrian bridge instead of a crosswalk. Mr. Rice explained that the location serves as a truck route; therefore, any pedestrian bridge would have to be very high, preventing persons with mobility issues to utilize it, adding that they work well during large events; however, the price would be exorbitant. Mr. Anderson also reviewed the next steps of the Project, noting that construction would most likely begin in early 2024. He also encouraged viewing Project updates on [www.CarsonProud.com](http://www.CarsonProud.com) or being added to a text message option by contacting (775) 522-5722. Mr. Rice informed Commissioner Novak that they were working with new housing developers and especially with the design team of one upcoming development. Commissioner Dodson was informed that the Rand Street portion of the design was modified to allow a left turn, adding that they were still working on lane configurations for Plaza Street. Discussion ensued regarding generating additional truck traffic near State Street and Mr. Rice explained that alterations could be made in the future, based on safety, and changing modes of transportation. Chair Bagwell thanked Staff for their hard work and great discussion, noting that contrary to what some may believe, the Commission does not “rubber stamp” Staff recommendations. She also was pleased to hear that “if it doesn’t work” changes could be made to the Project in the future. Commissioner Maloney complemented Staff on the bus turnouts. This item was not agendized for action.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the March 8, 2023 Meeting**

**Page 3**

**DRAFT**

**5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON CITY TRANSIT CENTER FEASIBILITY STUDY (“STUDY”) FOR JUMP AROUND CARSON’S (“JAC”) BUS SERVICE AND THE IDENTIFICATION OF A RECOMMENDED LOCATION ALLOWING FOR DESIGN OF THE JAC TRANSIT CENTER (“PROJECT”).**

(6:06:00) – Chairperson Bagwell announced that this item would not be heard at this time and would be tabled to a future date.

**ITEMS 5-C AND 5-D**

(6:06:20) – Chairperson Bagwell introduced both items and noted that they would be heard concurrently but acted upon separately. Mr. Byrne reviewed both Staff Reports, which are incorporated into the record, and responded to clarifying questions. Mr. Martinovich clarified that the right-of-way for item 5-C had already been acquired. There were no public comments.

**5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE SUBMISSION OF A 2023 TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) GRANT APPLICATION TO THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) FOR \$766,000, SUBJECT TO A 5% LOCAL MATCH TOTALING \$38,300, TO COMPLETE NORTH LOMPA MULTI-USE PATH (“PROJECT”).**

(6:10:44) – Based on the discussion above, Chairperson Bagwell entertained a motion.

**(6:10:50) – Commissioner Dodson moved to approve the submission of the grant application as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

**5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE SUBMISSION OF A 2023 TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) GRANT APPLICATION TO THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) FOR \$1,312,321.50, SUBJECT TO A 5% LOCAL MATCH TOTALING \$62,491.50, TO FUND THE WESTERN NEVADA SAFE ROUTES TO SCHOOL PROGRAM (“WN-SRTS PROGRAM”) THROUGH FEDERAL FISCAL YEAR (“FFY”) 2027.**

(6:11:07) – Based on the discussion above, Chairperson Bagwell entertained a motion.

**(6:11:11) – Commissioner Maloney moved to approve the submission of the grant application as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE SUBMISSION OF A FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5310 GRANT APPLICATION TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FOR \$477,499, SUBJECT TO A 20% LOCAL MATCH ESTIMATED TO BE \$95,500, TO FUND**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the March 8, 2023 Meeting**

**Page 4**

**DRAFT**

**CAPITALIZED OPERATING EXPENSES FOR JUMP AROUND CARSON'S ("JAC") JAC ASSIST PARATRANSIT SERVICE.**

(6:11:31) – Chairperson Bagwell introduced the item. Mr. Byrne presented the Staff Report which is incorporated into the record. Chair Bagwell clarified that this grant submission must be done by a resolution. Mr. Byrne and Mr. Martinovich also responded to clarifying questions. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

**(6:14:15) – Commissioner Maloney moved to approve Resolution Number 2023-RTC-R-1 as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

**5-F FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING THE SUBMISSION OF A LETTER OF INTENT ("LOI") AND TRAFFIC SAFETY GRANT ("GRANT") APPLICATION TO THE NEVADA DEPARTMENT OF PUBLIC SAFETY'S OFFICE OF TRAFFIC SAFETY ("OTS") FOR \$200,000, SUBJECT TO A 25% LOCAL MATCH TOTALING \$50,000, FOR THE CARSON CITY SCHOOL CROSSWALK STRIPING AND EDUCATION PROJECT ("PROJECT").**

(6:14:40) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich reviewed the Staff Report, incorporated into the record, and responded to clarifying questions. He also explained to Chair Bagwell that this was the first time Staff would apply for this grant and clarified for Commissioner Novak that the Nevada Department of Transportation (NDOT) was not involved in this public safety grant. Mr. Martinovich agreed with Vice Chair Schuette that the informational mailer should attract the reader's attention and be impactful. He also informed Commissioner Maloney that the local match to be paid from the Street Maintenance Fund, Long Line Striping account 2563028-500488 was sufficiently funded to accommodate the match. There were no public comments. Chairperson Bagwell entertained a motion.

**(6:20:00) – Vice Chair Schuette moved to approve the submission of a letter of intent and grant application as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-G FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING THE SUBMISSION OF A REQUEST TO CARSON CITY'S CONGRESSIONAL DELEGATION SEEKING \$2.6 MILLION IN FEDERAL COMMUNITY PROJECT FUNDING ("CPF") FOR FEDERAL FISCAL YEAR ("FFY") 2024 FOR THE CURRY STREET COMPLETE STREETS IMPROVEMENT PROJECT ("PROJECT"), WITH AN ESTIMATED \$1.3 MILLION IN LOCAL FUNDS CONTRIBUTED TO COVER THE PROJECT'S PRELIMINARY ESTIMATED COST OF \$3.9 MILLION.**

(6:20:19) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a disclosure statement, advised of no disqualifying conflict of interest, and stated that she would

# **CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

## **Minutes of the March 8, 2023 Meeting**

**Page 5**

**DRAFT**

participate in discussion and action. Mr. Martinovich reviewed the Staff Report which is incorporated into the record and responded to clarifying questions. He also informed Chairperson Bagwell that Staff had identified this as the best project for the Congressionally Directed Spending, otherwise known as “earmarks.” Chair Bagwell stated that this was not the only project that would be submitted by Carson City. Commissioner Dodson was informed that Carson City had a greater chance of receiving the funding due to the higher local match amount. Commissioner Maloney recommended including photos from the most recent flooding and Chairperson Bagwell offered to lobby for the project during her upcoming trip to Washington, DC. There were no public comments; therefore, Chairperson Bagwell entertained a motion.

**(6:28:27) – Commissioner Novak moved to approve the Community Project Funding request as presented. The motion was seconded by Commissioner Maloney and carried 5-0-0.**

### **6. NON-ACTION ITEMS:**

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

(6:28:52) – Mr. Martinovich praised the Public Works Staff for their snow removal efforts and recommended that residents exercise caution when driving through flooded areas to avoid hydroplaning. He also reminded everyone of the upcoming time change to Daylight Savings Time and cautioned drivers near schools to be careful as it would be darker in the mornings. Mr. Martinovich responded to a question he had received in the last meeting regarding the amount of brine used on Carson City streets noting that around 3,500-4,000 gallons of solution (consisting of 23 percent salt and 77 percent water) is used per storm. He also informed the Commission that Amendment No. 4 to Contract No. 1516-018 for Ecolane USA, Inc. to provide transit service software and support for Jump Around Carson (JAC) transit service operations through January 1, 2026 {voted on by RTC in the February 8, 2023 meeting as contingent upon the Federal Transit Administration (FTA) approval} had not been approved by the FTA. Mr. Martinovich explained that Staff was looking into alternative funding to procure the software. He also announced several upcoming Safe Routes to School events in Carson City, Douglas County, and Lyon County, and thanked Mr. Bohemier for his activities in the community.

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

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**

(6:32:43) – Mr. Byrne reviewed the Bi-Monthly Capital Project Status Report which is incorporated into the record and responded to clarifying questions.

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

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the March 8, 2023 Meeting**

**Page 6**

**DRAFT**

**7. PUBLIC COMMENT**

(6:36:50) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

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

(6:37:01) – Chairperson Bagwell adjourned the meeting at 6:37 p.m.

The Minutes of the March 8, 2023 Carson City Regional Transportation Commission meeting are so approved on this 12<sup>th</sup> day of April, 2023.



# STAFF REPORT

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

**Meeting Date:** April 12, 2023

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

**Agenda Title: For Possible Action** – Discussion and possible action regarding a recommendation to the Carson City Board of Supervisors concerning the Fiscal Year (“FY”) 2024 budgets and supplemental requests for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds (collectively, “Funds”).

**Staff Summary:** The Carson City Board of Supervisors is expected to take final action on the FY 2024 budgets for the Funds in May 2022. Staff will review the tentative FY 2024 budgets for the Funds with the RTC and highlight significant projects to be undertaken.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 Minutes

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## **Proposed Motion**

I move to recommend that the Board of Supervisors approve the Fiscal Year 2024 budgets and supplemental requests for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds.

## **Background/Issues & Analysis**

The budgets for the Funds have been prepared and are anticipated to be presented to the Board of Supervisors for final approval in May 2023. Exhibit 1 of this Staff Report contains budget preparation worksheets for the Funds, as well as fiscal summaries for each Fund. Staff will review these budgets with the RTC.

Exhibit 2 of this Staff Report contains a detailed analysis of supplemental requests for the Transit fund and Exhibit 3 contains all supplemental requests for the Funds.

## **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:** This is the first step in the process of getting the FY 2024 tentative budget approved for the Funds. Staff will bring the Citywide FY 2024 budget before the Board of Supervisors on

April 20, 2023. Changes, including changes to supplemental and capital requests, will be added as approved, and the Final Budget will be adopted May 18, 2023.

**Alternatives**

Decline to recommend the FY 2024 budgets and/or supplemental requests and provide alternate direction to staff.

**Supporting Material**

- Exhibit-1: FY 2024 Budget Preparation Worksheets & Fiscal Summaries for Regional Transportation (250), Transit (225), CAMPO (245), and Street Maintenance (256) Funds
- Exhibit-2: FY 2024 Transit Supplemental and Match Documentation
- Exhibit-3: FY 2024 Supplemental Budget Requests for Funds

**Board Action Taken:**

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

\_\_\_\_\_

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(Vote Recorded By)

**Exhibit-1: FY 2024 Budget Preparation Worksheets & Fiscal Summaries for Regional Transportation (250), Transit (225), CAMPO (245), and Street Maintenance (256) Funds**

**245 CAMPO**

Organization	Object	Project	Account Description	2021 Actuals	2022 Actuals	2023 Revised Budget	2023 Actuals	2023 Estimated	2024 Tentative Budget
2453081	431010		FEDERAL GRANTS	(\$423,272.49)	(\$610,849.74)	(\$898,448.00)	(\$78,551.00)	(\$898,448.00)	(\$624,264.00)
		G302823001 FED GRANT   UPWP FY23-24				(\$566,800.00)	(\$51,896.00)	(\$566,800.00)	
		Grant number pending	UPWP FY24-25						(\$624,264.00)
		G302820002 FED GRANT   Carson Area Trans System Mgmt				(\$331,648.00)	(\$26,655.00)	(\$331,648.00)	
2453081	437560		DOUGLAS COUNTY	(\$3,390.00)	(\$3,029.00)	(\$4,594.00)	(\$4,508.00)	(\$4,508.00)	(\$71,159.00)
2453081	437561		LYON COUNTY	(\$4,029.00)	(\$3,599.00)	(\$5,459.00)	(\$5,357.00)	(\$5,357.00)	(\$6,018.00)
2450091	481150		REG. TRANSPORTATION FUND	(\$14,596.00)	(\$13,040.00)	(\$19,778.00)	\$0.00	(\$19,410.00)	(\$21,802.00)
				(\$445,287.49)	(\$630,517.74)	(\$928,279.00)	(\$88,416.00)	(\$927,723.00)	(\$723,243.00)
2450099	495000		BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$65,931.00)	\$0.00	(\$65,931.00)	(\$30,012.00)
				(\$445,287.49)	(\$630,517.74)	(\$994,210.00)	(\$88,416.00)	(\$993,654.00)	(\$753,255.00)
2453028	500101		SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2453028	500225		MEDICARE	\$0.00	\$0.00	\$0.00	\$1,176.64	\$0.00	\$0.00
2453028	500230		RETIREMENT	\$0.00	\$0.00	\$0.00	\$15,747.49	\$0.00	\$0.00
2453028	500240		GROUP INSURANCE	\$0.00	\$0.00	\$0.00	\$10,099.85	\$0.00	\$0.00
2453028	500241		CITY HSA CONTRIBUTION	\$0.00	\$0.00	\$0.00	\$1,321.17	\$0.00	\$0.00
2453028	500250		WORKERS' COMPENSATION	\$0.00	\$0.00	\$0.00	\$220.29	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$28,565.44	\$0.00	\$0.00
2453028	501203		FTA 5307	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2453028	501210		CAMPO GRANTS	\$421,240.95	\$629,442.86	\$964,198.00	\$128,758.58	\$963,642.00	\$723,243.00
2453028	501225		GRANT - OPERATING SUPPLIES	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$0.00
2453028	502450		CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$421,240.95	\$629,442.86	\$964,198.00	\$128,780.58	\$963,642.00	\$723,243.00
2453028	593000		UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$30,012.00	\$0.00	\$30,012.00	\$30,012.00
				\$421,240.95	\$629,442.86	(\$994,210.00)	\$157,346.02	(\$993,654.00)	(\$753,255.00)
		NET INCOME		\$24,046.54	\$1,074.88	\$0.00	(\$68,930.02)	\$0.00	\$0.00

## FISCAL SUMMARY FOR SPECIAL REVENUE FUND

<b>Department Name: CAMPO</b>					
<b>Department Number: 2453028</b>					
	2021-22 Actual	2022-23 Estimated	2023-24 Proposed	% Change Budget	\$ Change Budget
<b>REVENUE</b>					
Intergovernmental	\$ 617,478	\$ 908,313	\$ 701,441	-22.78%	\$ (206,872)
Operating Transfers In	13,040	19,410	21,802	12.32%	2,392
Beginning Balance	64,856	65,931	30,012	-54.48%	(35,919)
<b>TOTAL</b>	<b>\$ 695,374</b>	<b>\$ 993,654</b>	<b>\$ 753,255</b>	<b>-24.19%</b>	<b>\$ (240,399)</b>
<b>EXPENDITURE</b>					
Service & Supplies	\$ 629,443	\$ 963,642	\$ 723,243	-24.95%	\$ (240,399)
Ending Fund Balance	65,931	30,012	30,012	0.00%	-
<b>TOTAL</b>	<b>\$ 695,374</b>	<b>\$ 993,654</b>	<b>\$ 753,255</b>	<b>-24.19%</b>	<b>\$ (240,399)</b>
<b>FTE</b>	0	0	0		

Organization	Object	Project	Account Description	2021 Actuals	2022 Actuals	2023 Revised Budget	2023 Actuals	2023 Estimated	2024 Tentative Budget
2500084	414100		COUNTY OPTION FUEL TAX	(\$3,744,016.71)	(\$3,984,482.17)	(\$3,968,908.00)	(\$1,438,353.98)	(\$4,371,589.00)	(4,318,271.00)
2500086	421407		FF: CAPITAL SANITATION	(\$381,644.53)	(\$346,973.70)	(\$350,000.00)	(\$180,960.89)	(\$350,000.00)	(\$350,000.00)
2500087	435010		DIESEL 5 CENT TAX	(\$482,871.96)	(\$517,403.26)	(\$441,583.00)	(\$182,634.79)	(\$615,205.00)	(\$517,400.00)
2500088	461010		INTEREST INCOME	(\$9,792.46)	(\$29,910.96)	(\$20,000.00)	(\$21,225.75)	(\$20,000.00)	(\$20,000.00)
2503080	461030		LEASE INTEREST INCOME	\$0.00	(\$2,439.31)	\$0.00	\$0.00	\$0.00	\$0.00
2500088	462020		NET INC IN FAIR VALUE INV	\$17,755.09	\$98,736.94	\$0.00	\$0.00	\$0.00	\$0.00
2503080	463010		LEASES	(\$33,470.00)	(\$58,670.69)	\$0.00	(\$4,420.00)	(\$4,420.00)	\$0.00
2503081	465350		COMPLETE STREETS	(\$13,030.38)	(\$12,289.86)	(\$10,000.00)	(\$6,496.38)	(\$10,000.00)	(\$10,000.00)
2503082	431010		FEDERAL GRANTS	(\$7,893,843.18)	(\$1,296,894.37)	(\$5,831,311.00)	(\$866,288.00)	(\$5,841,311.00)	(\$213,806.00)
						(\$503,792.00)	(\$23,202.00)	(\$503,792.00)	(\$213,806.00)
							(\$807,850.00)	\$0.00	
						(\$1,454,724.00)	(\$6,730.00)	(\$1,454,724.00)	
						\$10,000.00		\$0.00	
						(\$2,334,295.00)	(\$7,484.00)	(\$2,334,295.00)	
						(\$1,548,500.00)	(\$21,022.00)	(\$1,548,500.00)	
2503082	434010		STATE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503081	437560		DOUGLAS COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503082	466525		CINDERLITE - GONI ROAD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503082	475100		DEVELOPER CONTRIBUTIONS	(\$163,410.91)	(\$6,936.23)	\$0.00	(\$75,600.00)	(\$75,600.00)	\$0.00
2500091	481010		GENERAL FUND	(\$700,000.00)	(\$753,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
2500091	481370		INFRASTRUCTURE TAX FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503091	481370		INFRASTRUCTURE TAX FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				(\$13,404,325.04)	(\$6,910,263.61)	(\$10,621,802.00)	(\$2,775,979.79)	(\$11,288,125.00)	(\$5,429,477.00)
2500099	495000		BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$5,190,757.00)	\$0.00	(\$5,190,757.00)	(\$100,000.00)
				(\$13,404,325.04)	(\$6,910,263.61)	(\$15,812,559.00)	(\$2,775,979.79)	(\$16,478,882.00)	(\$5,529,477.00)
2503035	500101		SALARIES	\$233,902.02	\$246,419.89	\$491,303.00	\$172,851.32	\$418,904.00	\$517,519.00
2503035	500103		ADMINISTRATIVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500106		MANAGEMENT LEAVE PAY	\$7,946.39	\$14,196.66	\$0.00	\$6,202.68	\$6,203.00	\$0.00
2503035	500107		ANNUAL LEAVE PAYOFF	\$801.78	\$12,541.74	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500108		SICK LEAVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500111		OVERTIME	\$100.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500113		STAND-BY PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500114		F L S A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500116		HOLIDAY PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500198		DIRECT PROJECT COSTS	(\$3,919.49)	(\$2,628.54)	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500199		GRANT FUNDED ALLOCATION	(\$65,298.54)	(\$99,586.24)	(\$175,000.00)	\$0.00	(\$87,500.00)	(\$175,000.00)
				\$173,532.93	\$170,943.51	\$316,303.00	\$179,054.00	\$337,607.00	\$342,519.00
2503035	500225		MEDICARE	\$3,505.69	\$3,985.66	\$7,147.00	\$3,516.45	\$6,965.00	\$7,530.00
2503035	500230		RETIREMENT	\$69,061.02	\$71,673.01	\$120,445.00	\$61,109.25	\$118,966.00	\$143,244.00
2503035	500240		GROUP INSURANCE	\$24,068.83	\$21,851.34	\$56,406.00	\$26,032.49	\$52,287.00	\$57,621.00
2503035	500241		CITY HSA CONTRIBUTION	\$7,175.55	\$4,875.44	\$7,142.00	\$4,551.89	\$8,251.00	\$8,047.00
2503035	500250		WORKERS' COMPENSATION	\$1,883.67	\$2,438.86	\$3,907.00	\$939.38	\$4,118.00	\$4,294.00
2503035	500270		CAR ALLOWANCE	\$3,327.75	\$2,607.75	\$3,315.00	\$1,785.00	\$3,315.00	\$3,315.00
2503035	500271		PHONE ALLOWANCE	\$2,625.00	\$3,354.00	\$3,592.00	\$2,040.00	\$4,080.00	\$4,080.00
2503035	500272		MOBILE DEVICE ALLOWANCE	\$423.50	\$363.50	\$523.00	\$187.50	\$375.00	\$375.00
2503035	500299		GRANT ALLOCATED FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$112,071.01	\$111,149.56	\$202,477.00	\$100,161.96	\$198,357.00	\$228,506.00
2503035	500309		PROFESSIONAL SERVICES	\$183,834.43	\$107,822.03	\$198,000.00	\$75,681.32	\$198,000.00	\$148,000.00
2503035	500330		TRAINING	\$919.00	\$2,094.98	\$6,000.00	\$1,035.00	\$6,000.00	\$6,000.00
2503035	500428		FREEWAY LANDSCAPING MAINT	\$52,455.00	\$56,980.00	\$85,000.00	\$35,410.00	\$85,000.00	\$85,000.00
2503035	500433		SOFTWARE MAINTENANCE COST	\$349.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500435		VEHICLE REPAIR & MAINT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500480		STREET REPAIRS	\$0.00	(\$15,443.50)	\$350,000.00	\$0.00	\$350,000.00	\$350,000.00
2503035	500487		STREET SEALING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	500542		PRINTING/ADVERTISING	\$1,449.50	\$619.72	\$1,200.00	\$84.01	\$1,200.00	\$1,200.00
2503035	500545		MEMBERSHIP / PUBLICATIONS	\$307.04	\$707.00	\$1,300.00	\$574.94	\$1,300.00	\$1,300.00
2503035	500580		TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2503035	500601	OFFICE SUPPLIES	\$512.12	\$656.33	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
2503035	500625	OPERATING SUPPLIES	\$1,649.02	\$3,725.98	\$6,211.00	\$1,059.29	\$6,211.00	\$6,211.00
2503035	500675	SMALL FURNISHINGS	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
2503035	500710	TELEPHONE	\$1,608.81	\$1,588.86	\$4,000.00	\$2,214.13	\$4,000.00	\$4,000.00
2503035	500901	ISC: GENERAL FUND	\$290,325.00	\$185,076.00	\$140,150.00	\$70,074.00	\$140,150.00	\$311,285.00
2503035	500915	ISC: INSURANCE FUND	\$27,750.00	\$30,750.00	\$30,750.00	\$15,375.00	\$30,750.00	\$30,750.00
2503035	500920	ISC: SEWER FUND	\$3,434.00	\$4,038.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
2503035	500924	ISC: WATER FUND	\$5,150.00	\$6,056.00	\$4,500.00	\$0.00	\$4,500.00	\$4,500.00
2503035	500955	ISC: RADIOS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	501235	COMPLETE STREETS	\$0.00	\$31,558.65	\$36,984.00	\$0.00	\$36,984.00	\$10,000.00
2503035	501281	SAFE ROUTES TO SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	501299	GRANT ALLOCATION/DIRECT BILL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	502450	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503035	504600	FISCAL CHARGES	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	\$500.00
			<b>\$569,743.86</b>	<b>\$417,230.05</b>	<b>\$871,595.00</b>	<b>\$201,507.69</b>	<b>\$871,595.00</b>	<b>\$965,746.00</b>
2503035	507010	CAPITAL IMPROVEMENTS	\$13,089,434.00	\$3,140,074.17	\$7,924,907.00	\$1,279,962.19	\$7,909,613.00	\$1,905,000.00

2503040	500106	MANAGEMENT LEAVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503040	500107	ANNUAL LEAVE PAYOFF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2503040	500111	OVERTIME	\$404.10	\$1,085.98	\$0.00	\$271.43	\$0.00	\$0.00
2503040	500199	GRANT FUNDED ALLOCATION	(\$1,162.14)	\$634.80	\$0.00	\$0.00	\$0.00	\$0.00
			<b>\$74,106.74</b>	<b>\$60,424.77</b>	<b>\$127,237.00</b>	<b>\$52,680.76</b>	<b>\$129,280.00</b>	<b>\$132,108.00</b>
2503040	500225	MEDICARE	\$1,071.10	\$864.28	\$1,845.00	\$770.60	\$1,968.00	\$1,929.00
2503040	500230	RETIREMENT	\$12,380.01	\$9,294.59	\$12,986.00	\$7,391.49	\$13,448.00	\$15,514.00
2503040	500240	GROUP INSURANCE	\$15,247.88	\$6,742.17	\$11,180.00	\$6,237.08	\$11,337.00	\$11,489.00
2503040	500241	CITY HSA CONTRIBUTION	\$273.83	\$358.25	\$0.00	\$27.14	\$19.00	\$0.00
2503040	500250	WORKERS' COMPENSATION	\$762.95	\$716.27	\$1,642.00	\$337.66	\$1,819.00	\$1,806.00
2503040	500271	PHONE ALLOWANCE	\$968.00	\$808.00	\$960.00	\$480.00	\$960.00	\$960.00
			<b>\$30,703.77</b>	<b>\$18,783.56</b>	<b>\$28,613.00</b>	<b>\$15,243.97</b>	<b>\$29,551.00</b>	<b>\$31,698.00</b>
2503040	500625	OPERATING SUPPLIES	\$36,121.96	\$18,318.57	\$347,942.00	\$4,718.59	\$344,961.00	\$50,000.00
2503040	500950	ISC: FLEET MANAGEMENT	\$640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			<b>\$36,761.96</b>	<b>\$18,318.57</b>	<b>\$347,942.00</b>	<b>\$4,718.59</b>	<b>\$344,961.00</b>	<b>\$50,000.00</b>
2500200	593000	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00
			<b>\$15,680,584.27</b>	<b>\$5,581,186.19</b>	<b>\$15,812,559.00</b>	<b>\$2,755,027.91</b>	<b>\$16,478,882.00</b>	<b>\$5,529,477.00</b>
			<b>(\$2,276,259.23)</b>	<b>\$1,329,077.42</b>	<b>\$0.00</b>	<b>\$20,951.88</b>	<b>\$0.00</b>	<b>\$0.00</b>
		NET INCOME						

## FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: Regional Transportation Commission					
Department Number: 250	2021-22 Actual	2022-23 Estimated	2023-24 Proposed	% Change Budget	\$ Change Budget
<b>REVENUE</b>					
<b>County Option Fuel Tax</b>	\$ 4,501,885	\$ 4,986,794	\$ 4,835,671	<b>-3.03%</b>	\$ (151,123)
<b>Intergovernmental</b>	1,309,184	5,851,311	223,806	<b>-96.18%</b>	(5,627,505)
<b>Miscellaneous</b>	346,194	450,020	370,000	<b>-17.78%</b>	(80,020)
<b>Op Trans - Infrastructure</b>	753,000	-	-	<b>0.00%</b>	-
<b>Beginning Balance</b>	3,861,679	5,190,757	100,000	<b>-98.07%</b>	(5,090,757)
<b>TOTAL</b>	<b>\$ 10,771,943</b>	<b>\$ 16,478,882</b>	<b>\$ 5,529,477</b>	<b>-66.45%</b>	<b>\$ (10,949,405)</b>
<b>EXPENDITURE</b>					
<b>Salary</b>	\$ 231,368	\$ 466,887	\$ 474,627	<b>1.66%</b>	\$ 7,740
<b>Benefits</b>	129,933	227,908	260,204	<b>14.17%</b>	32,296
<b>Service &amp; Supplies</b>	435,549	1,216,556	1,015,746	<b>-16.51%</b>	(200,810)
<b>Capital Outlay</b>	3,140,074	12,868,066	2,076,924	<b>-83.86%</b>	(10,791,142)
<b>Op Trans - Debt Service</b>	1,580,472	1,580,055	1,580,174	<b>0.008%</b>	119
<b>Op Trans - CAMPO Fund</b>	13,040	19,410	21,802	<b>12.32%</b>	2,392
<b>Op Trans - SCNID</b>	50,750	-	-	<b>0.00%</b>	-
<b>Non-operating Expense</b>	-	-	-	<b>0.00%</b>	-
<b>Ending Fund Balance</b>	5,190,757	100,000	100,000	<b>0.00%</b>	-
<b>TOTAL</b>	<b>\$ 10,771,943</b>	<b>\$ 16,478,882</b>	<b>\$ 5,529,477</b>	<b>-66.45%</b>	<b>\$ (10,949,405)</b>
<b>FTE</b>	<b>5.25</b>	<b>6.25</b>	<b>6.25</b>		

**PERSONNEL DETAIL WORKSHEET**  
**FY2023-24**

<b>DEPARTMENT: RTC</b>		
<b>DEPARTMENT NUMBER: 250</b>		
POSITION / DESCRIPTION	# OF POSITIONS	PROPOSED BUDGET
<b>SALARIES AND WAGES:</b>		
Operations Manager-PW	0.40	\$ 55,548
Transportation Manager	0.85	106,377
Transportation Planner/Analyst (1 Grant Funded)	3.00	276,930
Sr Transportation Planner (underfilled w/ Trans Planner)	0.00	-
Trans/Traffic Engineer	1.00	97,513
Grant Analyst	1.00	69,802
Hourly Salaries (Grant Funded)		43,457
Grant Allocations		(175,000)
<b>SUB-TOTAL SALARY &amp; WAGES</b>	<b>6.25</b>	<b>\$ 474,627</b>
<b>BENEFITS:</b>		
Medicare		\$ 9,459
Retirement		158,758
Group Insurance		69,110
City HSA Contribution		8,047
Workers' Compensation		6,100
Car Allowance		3,315
Phone Allowance		5,040
Mobile Device		375
<b>SUB-TOTAL BENEFITS</b>		<b>\$ 260,204</b>
<b>GRAND TOTAL</b>		<b>\$ 734,831</b>

## 225 Transit

Organization Object	Project	Account Description	2021 Actuals	2022 Actuals	2023 Revised Budget	2023 Actuals	2023 Estimated	2024 Tentative Budget
2253081	431010	FEDERAL GRANTS	(\$1,817,167.97)	(\$2,357,247.58)	(\$3,353,628.00)	(\$302,349.00)	(\$2,536,457.00)	(\$1,926,516.00)
		Pending Grant number						
	G302622016 FED GRANT	FTA 5307			(\$1,317,171.00)	(\$12,361.00)	(\$500,000.00)	(\$1,109,345.00)
	G302620003 FED GRANT	FTA/OPS/PM/CAPITAL			(\$1,214,235.00)	(\$265,625.00)	(\$1,214,235.00)	
	G302621003 FED GRANT	fy2019 5339 vehicle replacee			(\$455,000.00)		(\$455,000.00)	
	G302622001 FED GRANT	FY20/21 5339 solar lighting			(\$244,817.00)		(\$244,817.00)	
	G302620002 FED GRANT	Cares Act			\$0.00	(\$24,363.00)	\$0.00	
	G302621004 FED GRANT	FY2019 5339 replace vehicle			(\$122,405.00)		(\$122,405.00)	
2253082	431010	FEDERAL GRANTS	\$12,580.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253081	434010	STATE GRANTS	(\$95,960.03)	(\$107,105.62)	(\$139,206.00)	\$0.00	(\$139,206.00)	(\$139,206.00)
2253080	443251	JAC 10 RIDE PASS: ADULT	(\$320.00)	(\$28.70)	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443252	JAC 10 RIDE PASS: SENIOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443253	JAC 10 RIDE PASS: DISABLED	\$0.00	(\$2.00)	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443254	JAC 10 RIDE PASS: YOUTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443264	JAC SUMMER PASS: YOUTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443281	JAC ASSIST TICKET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443282	JAC ASSIST MONTHLY	\$0.00	\$0.00	\$0.00	(\$1,260.00)	\$0.00	\$0.00
2253080	443283	JAC ASSIST CONTACTLESS	\$0.00	\$0.00	\$0.00	(\$4.93)	\$0.00	\$0.00
2253080	443284	JAC MONTH RIDE PASS: YOUTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443291	JAC FIXED ROUTE CONTACTLESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443292	JAC FIXED ROUTE FARE BOX	\$0.00	\$0.00	\$0.00	(\$3,760.56)	\$0.00	\$0.00
2253080	443293	JAC TICKET: DISABLED CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443300	JAC FIXED ROUTE TICKET-REDUCED	(\$9.51)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	443310	JAC FIXED ROUTE TICKET - ADULT	\$0.00	\$0.00	(\$100,000.00)	(\$12.00)	(\$35,000.00)	(\$100,000.00)
2253080	443320	JAC FIXED ROUTE MONTHLY-REDUCD	\$0.00	\$0.00	\$0.00	(\$60.00)	\$0.00	\$0.00
2253080	443330	JAC FIXED ROUTE MONTHLY-ADULT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2250088	461010	INTEREST INCOME	(\$4,178.40)	(\$3,232.10)	(\$2,000.00)	(\$1,010.05)	(\$2,000.00)	(\$2,000.00)
2250088	462020	NET INC IN FAIR VALUE INV	\$2,463.39	\$15,371.03	\$0.00	\$0.00	\$0.00	\$0.00
2253080	463150	ADVERTISING REVENUE	(\$50,448.00)	(\$6,000.00)	(\$10,000.00)	(\$8,730.00)	(\$10,000.00)	(\$10,000.00)
2253080	466050	REFUNDS/REIMBURSEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253080	466110	MISC. OTHER INCOME	(\$1,600.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2250090	482100	VEHICLE SALES	\$0.00	\$0.00	\$0.00	(\$12,445.00)	(\$12,445.00)	\$0.00
2250091	481013	CC FTA 5307 OPS MATCH	(\$466,300.00)	(\$66,300.00)	(\$504,800.00)	\$0.00	(\$504,800.00)	(\$504,800.00)
			(\$2,420,939.55)	(\$2,524,544.97)	(\$4,109,634.00)	(\$631,980.54)	(\$3,239,908.00)	(\$2,682,522.00)
2250099	495000	BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$874,995.00)	\$0.00	(\$874,995.00)	(\$5,000.00)
			(\$2,420,939.55)	(\$2,524,544.97)	(\$4,984,629.00)	(\$631,980.54)	(\$4,114,903.00)	(\$2,687,522.00)
2253026	500101	SALARIES	\$48,078.14	\$55,414.39	\$60,722.00	\$33,094.72	\$61,680.00	\$63,091.00
2253026	500102	HOURLY/SEASONAL	\$0.00	\$43.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500107	ANNUAL LEAVE PAYOFF	\$0.00	\$0.00	\$0.00	\$1,303.40	\$1,303.00	\$0.00
2253026	500111	OVERTIME	\$0.00	\$407.86	\$0.00	\$504.94	\$505.00	\$0.00
2253026	500114	F L S A	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00
2253026	500199	GRANT FUNDED ALLOCATION	\$0.00	\$20.40	\$0.00	\$0.00	\$0.00	\$0.00
			\$48,078.14	\$55,885.65	\$60,722.00	\$34,903.07	\$63,488.00	\$63,091.00
2253026	500225	MEDICARE	\$710.77	\$826.51	\$894.00	\$550.25	\$1,028.00	\$929.00
2253026	500230	RETIREMENT	\$14,062.86	\$16,541.05	\$18,065.00	\$10,629.70	\$20,772.00	\$21,135.00
2253026	500240	GROUP INSURANCE	\$10,239.75	\$10,233.86	\$11,180.00	\$6,425.63	\$12,440.00	\$11,489.00
2253026	500241	CITY HSA CONTRIBUTION	\$14.66	\$68.41	\$0.00	\$124.35	\$268.00	\$0.00
2253026	500250	WORKERS' COMPENSATION	\$960.46	\$883.39	\$744.00	\$268.89	\$808.00	\$818.00
2253026	500271	PHONE ALLOWANCE	\$968.00	\$968.00	\$960.00	\$480.00	\$960.00	\$960.00
			\$26,956.50	\$29,521.22	\$31,843.00	\$18,478.82	\$36,276.00	\$35,331.00
2253026	500309	PROFESSIONAL SERVICES	\$243.00	\$49,314.16	\$80,216.00	\$0.00	\$80,216.00	\$50,000.00
2253026	500331	OPERATING CONTRACT	\$989,977.76	\$1,124,379.75	\$1,258,500.00	\$192,421.92	\$1,258,500.00	\$1,258,500.00

2253026	500335	RTC INTERCITY	\$50,601.36	\$69,154.06	\$70,000.00	\$0.00	\$70,000.00	\$35,000.00
2253026	500349	CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500432	MAINTENANCE SVC CONTRACTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500433	SOFTWARE MAINTENANCE COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500435	VEHICLE REPAIR & MAINT	\$70,547.86	\$137,753.58	\$210,000.00	\$45,265.72	\$210,000.00	\$110,000.00
2253026	500580	TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500601	OFFICE SUPPLIES	\$71.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	500625	OPERATING SUPPLIES	\$34,294.16	\$30,538.71	\$20,000.00	\$11,422.37	\$20,000.00	\$20,000.00
2253026	500660	VEHICLE FUEL/OIL	\$99,299.92	\$174,687.00	\$180,000.00	\$98,363.40	\$180,000.00	\$130,000.00
2253026	500675	SMALL FURNISHINGS	\$661.16	\$0.00	\$9,000.00	\$0.00	\$9,000.00	\$0.00
2253026	500676	TECHNICAL EQUIPMENT	\$7,231.09	\$19,513.87	\$35,300.00	\$299,717.92	\$35,300.00	\$35,300.00
2253026	500710	TELEPHONE	\$2,823.15	\$5,520.74	\$4,000.00	\$2,558.59	\$4,000.00	\$4,000.00
2253026	500712	POWER	\$2,548.67	\$2,775.09	\$2,500.00	\$1,229.86	\$2,500.00	\$2,500.00
2253026	500713	HEATING	\$1,096.60	\$1,387.40	\$1,500.00	\$566.34	\$1,500.00	\$1,500.00
2253026	500901	ISC: GENERAL FUND	\$64,247.00	\$56,515.00	\$64,219.00	\$32,112.00	\$64,219.00	\$44,442.00
2253026	500950	ISC: FLEET MANAGEMENT	\$139,520.00	\$119,274.00	\$122,642.00	\$61,321.00	\$122,642.00	\$132,858.00
2253026	501299	GRANT ALLOCATION/DIRECT BILL	\$3,919.49	\$2,628.54	\$0.00	\$0.00	\$0.00	\$0.00
2253026	502450	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	(\$5.11)	\$0.00	\$0.00
			<b>\$1,467,082.91</b>	<b>\$1,793,441.90</b>	<b>\$2,057,877.00</b>	<b>\$744,974.01</b>	<b>\$2,057,877.00</b>	<b>\$1,824,100.00</b>
2253026	507199	UNDESIGNATED PROJECTS	\$0.00	\$0.00	\$1,184,747.00	\$0.00	\$307,822.00	\$0.00
2253026	507705	VEHICLE REPLACEMENT PROGRAM	\$350,621.75	\$687,744.00	\$712,256.00	\$0.00	\$712,256.00	\$730,000.00
2253026	507710	PARK EQUIPMENT REPLACE PROG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2253026	507712	FACILITY UPGRADE	\$39,805.35	\$1,250.00	\$581,236.00	\$0.00	\$581,236.00	\$30,000.00
2253026	507743	FURNITURE & FIXTURES	\$0.00	\$0.00	\$40,500.00	\$0.00	\$40,500.00	\$0.00
2253026	507775	EQUIPMENT	\$0.00	\$9,551.90	\$310,448.00	\$0.00	\$310,448.00	\$0.00
			<b>\$390,427.10</b>	<b>\$698,545.90</b>	<b>\$2,829,187.00</b>	<b>\$0.00</b>	<b>\$1,952,262.00</b>	<b>\$760,000.00</b>
2250200	593000	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
			<b>\$1,932,544.65</b>	<b>\$2,577,394.67</b>	<b>\$4,984,629.00</b>	<b>\$798,355.90</b>	<b>\$4,114,903.00</b>	<b>\$2,687,522.00</b>
		NET INCOME	<b>\$488,394.90</b>	<b>(\$52,849.70)</b>	<b>\$0.00</b>	<b>(\$166,375.36)</b>	<b>\$0.00</b>	<b>\$0.00</b>

## FISCAL SUMMARY FOR SPECIAL REVENUE FUND

Department Name: Carson City Transit					
Department Number: 2253026					
	2021-22	2022-23	2023-24	% Change	\$ Change
	Actual	Estimated	Proposed	Budget	Budget
<b>REVENUE</b>					
Intergovernmental	\$ 2,464,353	\$ 2,675,663	\$ 2,065,722	-22.80%	\$ (609,941)
Charges for Services	31	35,000	100,000	185.71%	65,000
Miscellaneous	6,306	12,000	12,000	0.00%	-
Operating Transfers In	66,300	504,800	504,800	0.00%	-
Beginning Balance	927,845	887,440	5,000	-99.44%	(882,440)
<b>TOTAL</b>	<b>\$ 3,464,835</b>	<b>\$ 4,114,903</b>	<b>\$ 2,687,522</b>	<b>-34.69%</b>	<b>\$ (1,427,381)</b>
<b>EXPENDITURE</b>					
Salary	\$ 55,886	\$ 63,488	\$ 63,091	-0.63%	\$ (397)
Benefits	29,521	36,276	35,331	-2.61%	(945)
Service & Supplies	1,793,442	2,057,877	1,824,100	-11.36%	(233,777)
Capital Outlay	698,546	1,952,262	760,000	-61.07%	(1,192,262)
Ending Fund Balance	887,440	5,000	5,000	0.00%	-
<b>TOTAL</b>	<b>\$ 3,464,835</b>	<b>\$ 4,114,903</b>	<b>\$ 2,687,522</b>	<b>-34.69%</b>	<b>\$ (1,427,381)</b>
<b>FTE</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>		

**PERSONNEL DETAIL WORKSHEET**  
**FY2023-24**

<b>DEPARTMENT: Carson City Transit</b>		
<b>DEPARTMENT NUMBER: 2253026</b>		
<b>POSITION / DESCRIPTION</b>	<b># OF POSITIONS</b>	<b>PROPOSED BUDGET</b>
<b>SALARIES AND WAGES:</b>		
Transit Coordinator	1.00	\$ 63,091
Grant Allocations		-
<b>SUB-TOTAL SALARY &amp; WAGES</b>	<b>1.00</b>	<b>\$ 63,091</b>
<b>BENEFITS:</b>		
Medicare		\$ 929
Retirement		21,135
Group Insurance		11,489
Workers' Compensation		818
Phone Allowance		960
<b>SUB-TOTAL BENEFITS</b>		<b>\$ 35,331</b>
<b>GRAND TOTAL</b>		<b>\$ 98,422</b>

## 256 Street Maintenance

Projection Level	Account Ty	Organizati	Object	Project	Account Description	2021 Actuals	2022 Actuals	2023 Revised Budget	2023 Actuals	2023 Estimated	2024 Tentative Budget
219 DEPARTME R	2560084	414250			COUNTY OPTION BCCRT	(\$3,811,924.41)	(\$3,913,016.23)	(\$3,978,096.00)	(\$1,344,442.61)	(\$4,079,108.00)	(\$4,079,108.00)
219 DEPARTME R	2560087	414100			COUNTY OPTION FUEL TAX	(\$417,040.18)	(\$443,676.41)	(\$441,818.00)	(\$159,817.12)	(\$494,721.00)	(\$482,268.00)
219 DEPARTME R	2560087	435020			MTR VEH FUEL TAX: 3 CENTS	(\$4,228,964.59)	(\$4,356,692.64)	(\$4,419,914.00)	(\$1,504,259.73)	(\$4,419,829.00)	(\$4,561,376.00)
219 DEPARTME R	2560087	435040			MRT VEH FUEL TAX: 2.35 CENTS	(\$947,566.12)	(\$1,001,318.81)	(\$1,012,208.00)	(\$356,322.68)	(\$1,072,532.00)	(\$1,070,440.00)
219 DEPARTME R	2560088	461010			INTEREST INCOME	(\$420,918.19)	(\$433,933.25)	(\$458,141.00)	(\$147,767.32)	(\$422,955.00)	(\$422,955.00)
219 DEPARTME R	2560088	462020			NET INC IN FAIR VALUE INV	(\$1,368,484.31)	(\$1,435,252.06)	(\$1,470,349.00)	(\$504,090.00)	(\$1,495,487.00)	(\$1,493,395.00)
219 DEPARTME R	2560090	482080			SURPLUS SALES	(\$12,720.10)	(\$10,601.57)	(\$9,800.00)	(\$8,491.26)	(\$9,800.00)	(\$9,800.00)
219 DEPARTME R	2560091	481010			GENERAL FUND	\$9,547.72	\$43,791.22	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2560091	481150			REG. TRANSPORTATION FUND	(\$3,172.38)	(\$33,189.65)	(\$9,800.00)	(\$8,491.26)	(\$9,800.00)	(\$9,800.00)
219 DEPARTME R	2563080	443060			DEPARTMENT CHARGES	(\$35,810.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2563080	466050			REFUNDS/REIMBURSEMENTS	\$0.00	(\$420,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2563080	466110			MISC. OTHER INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2563081	431010			FEDERAL GRANTS	(\$636.10)	(\$61,038.01)	\$0.00	(\$4,866.95)	(\$4,867.00)	\$0.00
219 DEPARTME R	2563081	437100			OTHER LOCAL GRANTS	\$0.00	(\$26,745.97)	\$0.00	(\$1,881.12)	(\$1,881.00)	\$0.00
219 DEPARTME R	2563081	437560			DOUGLAS COUNTY	(\$3,559.34)	(\$4,330.81)	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2563081	437561			LYON COUNTY	(\$4,572.03)	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	(\$5,000.00)
219 DEPARTME R	2563081	437562			STOREY COUNTY	(\$72,613.16)	(\$62,188.47)	(\$50,000.00)	(\$45,023.01)	(\$50,000.00)	(\$50,000.00)
219 DEPARTME R	2563082	434010			STATE GRANTS	(\$5,555.28)	(\$9,490.84)	(\$8,000.00)	(\$963.26)	(\$8,000.00)	(\$8,000.00)
219 DEPARTME R	2560099	495000			BEGINNING FUND BALANCE	(\$605.23)	(\$1,091.66)	(\$2,000.00)	\$0.00	(\$2,000.00)	(\$2,000.00)
219 DEPARTME R	2560099	495000				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME R	2560099	495000				(\$123,351.14)	(\$584,885.76)	(\$65,000.00)	(\$52,734.34)	(\$71,748.00)	(\$65,000.00)
219 DEPARTME R	2560099	495000				\$0.00	\$0.00	(\$2,685,685.00)	\$0.00	(\$2,685,685.00)	(\$100,000.00)
219 DEPARTME R	2560099	495000				(\$5,723,972.42)	(\$6,343,640.81)	(\$8,650,748.00)	(\$2,069,575.33)	(\$8,836,549.00)	(\$6,229,571.00)
219 DEPARTME E	2563038	500101			SALARIES	\$1,381,993.87	\$1,379,129.36	\$1,524,638.00	\$794,519.22	\$1,517,581.00	\$1,611,346.00
219 DEPARTME E	2563038	500102			HOURLY/SEASONAL	\$8,638.80	\$38,521.95	\$0.00	\$13,339.50	\$0.00	\$0.00
219 DEPARTME E	2563038	500103			ADMINISTRATIVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500106			MANAGEMENT LEAVE PAY	\$5,773.13	\$6,027.01	\$0.00	\$1,466.86	\$794.00	\$0.00
219 DEPARTME E	2563038	500107			ANNUAL LEAVE PAYOFF	\$14,190.30	\$11,393.02	\$0.00	\$350.35	\$350.00	\$0.00
219 DEPARTME E	2563038	500108			SICK LEAVE PAY	\$50,754.99	\$18,015.20	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500109			WORKERS' COMPENSATORY LEAVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500111			OVERTIME	\$54,421.56	\$48,007.95	\$100,000.00	\$55,777.59	\$100,000.00	\$100,000.00
219 DEPARTME E	2563038	500112			CALL BACK PAY	\$15,587.59	\$13,683.57	\$15,000.00	\$7,479.40	\$15,000.00	\$15,000.00
219 DEPARTME E	2563038	500113			STAND-BY PAY	\$15,052.46	\$46,570.74	\$42,081.00	\$36,642.37	\$42,081.00	\$42,081.00
219 DEPARTME E	2563038	500114			F L S A	\$633.75	\$1,096.28	\$0.00	\$306.53	\$236.00	\$0.00
219 DEPARTME E	2563038	500116			HOLIDAY PAY	\$8,332.32	\$12,804.15	\$1,020.00	\$6,286.80	\$1,020.00	\$1,020.00
219 DEPARTME E	2563038	500125			TEMPORARY STAFFING	\$104,668.18	\$51,064.22	\$92,000.00	\$21,381.70	\$92,000.00	\$78,500.00
219 DEPARTME E	2563038	500198			DIRECT PROJECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500199			GRANT FUNDED ALLOCATION	(\$54,474.98)	(\$60,815.93)	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500225				\$1,605,571.97	\$1,565,497.52	\$1,774,739.00	\$937,550.32	\$1,769,062.00	\$1,847,947.00
219 DEPARTME E	2563038	500230			MEDICARE	\$21,729.85	\$22,143.73	\$23,791.00	\$12,880.77	\$24,908.00	\$24,998.00
219 DEPARTME E	2563038	500240			RETIREMENT	\$361,818.15	\$382,749.47	\$422,444.00	\$221,397.72	\$425,085.00	\$487,687.00
219 DEPARTME E	2563038	500241			GROUP INSURANCE	\$312,375.89	\$299,565.79	\$341,002.00	\$171,990.85	\$324,129.00	\$357,481.00
219 DEPARTME E	2563038	500250			CITY HSA CONTRIBUTION	\$15,918.23	\$20,793.43	\$18,576.00	\$14,602.60	\$28,263.00	\$29,115.00
219 DEPARTME E	2563038	500257			WORKERS' COMPENSATION	\$17,616.76	\$19,109.41	\$17,739.00	\$6,580.85	\$21,345.00	\$21,256.00
219 DEPARTME E	2563038	500260			DOMESTIC PARTNER INS BENEFIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500265			EDUCATION INCENTIVE	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
219 DEPARTME E	2563038	500266			UNIFORM ALLOWANCE	\$5,870.50	\$16,201.29	\$10,000.00	\$8,862.47	\$8,140.00	\$10,000.00
219 DEPARTME E	2563038	500268			FOUL WEATHER ALLOWANCE	\$337.50	\$1,387.50	\$3,188.00	\$1,237.50	\$1,238.00	\$3,188.00
219 DEPARTME E	2563038	500270			TOOL ALLOWANCE	\$819.47	\$1,729.98	\$1,200.00	\$700.00	\$1,600.00	\$1,800.00
219 DEPARTME E	2563038	500271			CAR ALLOWANCE	\$1,174.50	\$1,174.50	\$1,170.00	\$630.00	\$1,170.00	\$1,170.00
219 DEPARTME E	2563038	500272			PHONE ALLOWANCE	\$2,565.40	\$4,307.60	\$5,232.00	\$2,296.00	\$4,912.00	\$5,232.00
219 DEPARTME E	2563038	500272			MOBILE DEVICE ALLOWANCE	\$446.38	\$438.62	\$435.00	\$217.50	\$435.00	\$435.00
219 DEPARTME E	2563038	500309				\$740,672.63	\$769,601.32	\$845,027.00	\$441,396.26	\$841,225.00	\$942,612.00
219 DEPARTME E	2563038	500330			PROFESSIONAL SERVICES	\$374.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
219 DEPARTME E	2563038	500349			TRAINING	\$4,184.11	\$12,423.59	\$17,000.00	\$14,635.06	\$17,000.00	\$18,000.00
219 DEPARTME E	2563038	500349			CONTRACTUAL SERVICES	\$0.00	\$0.00	\$28,000.00	\$0.00	\$28,000.00	\$0.00

219 DEPARTME E	2563038	500362	UNEMPLOYMENT COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500428	FREEWAY LANDSCAPING MAINT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500430	EQUIPMENT REPAIR & MAINT	\$14,789.65	\$32,446.68	\$50,000.00	\$4,943.89	\$50,000.00	\$50,000.00
219 DEPARTME E	2563038	500433	SOFTWARE MAINTENANCE COST	\$5,468.27	\$19,583.01	\$8,200.00	\$1,454.53	\$8,200.00	\$8,200.00
219 DEPARTME E	2563038	500434	BUILDING REPAIR & MAINT	\$22,241.84	\$11,944.92	\$100,000.00	\$8,204.01	\$100,000.00	\$100,000.00
219 DEPARTME E	2563038	500435	VEHICLE REPAIR & MAINT	\$195,008.01	\$204,387.78	\$200,000.00	\$83,764.22	\$200,000.00	\$200,000.00
219 DEPARTME E	2563038	500437	RADIO MAINTENANCE	\$94,504.31	\$194,290.85	\$200,000.00	\$155,272.57	\$200,000.00	\$200,000.00
219 DEPARTME E	2563038	500444	OFFICE EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500445	EQUIPMENT RENTAL	\$420.08	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
219 DEPARTME E	2563038	500459	TREE CARE & LOT CLEANING	\$14,782.64	\$28,758.69	\$50,000.00	\$6,238.98	\$50,000.00	\$50,000.00
219 DEPARTME E	2563038	500470	INFRASTRUCTURE REPAIR & MAINT	\$177,701.71	\$110,291.60	\$250,000.00	\$184,421.17	\$250,000.00	\$130,000.00
219 DEPARTME E	2563038	500479	CTX STREET REPAIRS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500480	STREET REPAIRS	\$396,192.35	\$108,045.35	\$1,228,359.00	\$155,351.35	\$1,421,514.00	\$32,337.00
219 DEPARTME E	2563038	500481	SALT & SAND	\$10,597.48	\$17,453.84	\$29,000.00	\$0.00	\$29,000.00	\$29,000.00
219 DEPARTME E	2563038	500487	STREET SEALING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500488	LONG LINE STRIPING	\$98,578.45	\$605,555.89	\$1,060,000.00	\$396,845.97	\$1,060,000.00	\$405,000.00
219 DEPARTME E	2563038	500542	PRINTING/ADVERTISING	\$3,986.52	\$2,778.88	\$4,500.00	\$2,665.21	\$4,500.00	\$4,500.00
219 DEPARTME E	2563038	500545	MEMBERSHIP / PUBLICATIONS	\$2,142.00	\$2,320.00	\$1,500.00	\$1,254.86	\$1,500.00	\$2,000.00
219 DEPARTME E	2563038	500580	TRAVEL	\$0.00	\$294.91	\$0.00	\$648.68	\$0.00	\$0.00
219 DEPARTME E	2563038	500601	OFFICE SUPPLIES	\$990.92	\$964.50	\$1,000.00	\$714.52	\$1,000.00	\$1,000.00
219 DEPARTME E	2563038	500602	POSTAGE/SHIPPING	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00	\$800.00
219 DEPARTME E	2563038	500624	STREET SIGNS & PAINT	\$52,581.33	\$9,829.63	\$75,000.00	\$43,258.54	\$75,000.00	\$75,000.00
219 DEPARTME E	2563038	500625	OPERATING SUPPLIES	\$38,514.44	\$41,331.06	\$35,000.00	\$31,912.42	\$35,000.00	\$40,000.00
219 DEPARTME E	2563038	500630	CUSTODIAL SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	500645	BOOKS/ PERIODICALS/ PUBLICATIO	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$100.00
219 DEPARTME E	2563038	500660	VEHICLE FUEL/OIL	\$108,149.80	\$198,912.80	\$140,000.00	\$120,797.83	\$140,000.00	\$140,000.00
219 DEPARTME E	2563038	500675	SMALL FURNISHINGS	\$0.00	\$2,365.39	\$2,000.00	\$81.60	\$2,000.00	\$2,000.00
219 DEPARTME E	2563038	500710	TELEPHONE	\$9,394.07	\$11,541.23	\$5,000.00	\$4,761.95	\$5,000.00	\$5,000.00
219 DEPARTME E	2563038	500712	POWER	\$14,305.18	\$17,691.94	\$17,000.00	\$10,178.09	\$17,000.00	\$17,000.00
219 DEPARTME E	2563038	500713	HEATING	\$5,161.60	\$7,114.91	\$8,000.00	\$3,052.10	\$8,000.00	\$8,000.00
219 DEPARTME E	2563038	500716	STREET LIGHTS	\$34,792.45	\$23,539.13	\$40,000.00	\$13,553.01	\$40,000.00	\$40,000.00
219 DEPARTME E	2563038	500717	STREET SIGNALS	\$300,826.21	\$335,683.32	\$295,000.00	\$174,996.15	\$295,000.00	\$195,000.00
219 DEPARTME E	2563038	500901	ISC: GENERAL FUND	\$293,100.00	\$364,750.00	\$253,383.00	\$126,690.00	\$253,383.00	\$316,240.00
219 DEPARTME E	2563038	500915	ISC: INSURANCE FUND	\$55,500.00	\$61,500.00	\$61,500.00	\$30,750.00	\$61,500.00	\$61,500.00
219 DEPARTME E	2563038	500920	ISC: SEWER FUND	\$1,731.00	\$1,766.00	\$1,700.00	\$0.00	\$1,700.00	\$1,700.00
219 DEPARTME E	2563038	500924	ISC: WATER FUND	\$2,597.00	\$2,648.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
219 DEPARTME E	2563038	500950	ISC: FLEET MANAGEMENT	\$346,240.00	\$332,346.00	\$319,332.00	\$159,666.00	\$319,332.00	\$318,969.00
219 DEPARTME E	2563038	500955	ISC: RADIOS	\$66,741.00	\$72,559.00	\$60,437.00	\$30,218.50	\$60,437.00	\$48,874.00
219 DEPARTME E	2563038	501299	GRANT ALLOCATION/DIRECT BILL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	502450	CASH SHORT/OVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				<b>\$2,371,596.42</b>	<b>\$2,835,118.90</b>	<b>\$4,559,311.00</b>	<b>\$1,766,331.21</b>	<b>\$4,752,466.00</b>	<b>\$2,517,720.00</b>
219 DEPARTME E	2563038	507010	CAPITAL IMPROVEMENTS	\$118,450.67	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
219 DEPARTME E	2563038	507199	UNDESIGNATED PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
219 DEPARTME E	2563038	507705	VEHICLE REPLACEMENT PROGRAM	\$286,511.67	\$401,587.13	\$1,076,369.00	\$325,753.89	\$1,076,369.00	\$770,000.00
219 DEPARTME E	2563038	507774	TRAFFIC SIGNAL/ST LIGHT	\$117,083.29	\$59,738.16	\$290,262.00	\$57,294.50	\$290,262.00	\$0.00
219 DEPARTME E	2563038	507775	EQUIPMENT	\$5,016.00	\$24,780.21	\$0.00	\$2,125.00	\$2,125.00	\$20,000.00
				<b>\$527,061.63</b>	<b>\$486,105.50</b>	<b>\$1,366,631.00</b>	<b>\$385,173.39</b>	<b>\$1,368,756.00</b>	<b>\$816,000.00</b>
219 DEPARTME E	2563038	507237	S. CARSON NID	\$0.00	\$4,800.00	\$5,040.00	\$0.00	\$5,040.00	\$5,292.00
219 DEPARTME E	2560200	593000	UNRESERVED FUND BALANCE	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00
				<b>\$5,244,902.65</b>	<b>\$5,661,123.24</b>	<b>\$8,650,748.00</b>	<b>\$3,530,451.18</b>	<b>\$8,836,549.00</b>	<b>\$6,229,571.00</b>
			Net Income	<b>\$479,069.77</b>	<b>\$682,517.57</b>	<b>\$0.00</b>	<b>(\$1,460,875.85)</b>	<b>\$0.00</b>	<b>\$0.00</b>

## FISCAL SUMMARY FOR SPECIAL REVENUE FUND

<b>Department Name:</b> Street Maintenance					
<b>Department Number:</b> 256					
	2021-22 Actual	2022-23 Estimated	2023-24 Proposed	% Change Budget	\$ Change Budget
<b>REVENUE</b>					
Sales / Fuel Tax	\$ 4,356,693	\$ 4,573,829	\$ 4,561,376	-0.27%	\$ (12,453)
Federal Grants	4,331	-	-	0.00%	-
State Shared Revenues	1,435,252	1,495,487	1,493,395	-0.14%	(2,092)
Other Local Governments	72,771	65,000	65,000	0.00%	-
Charges for Services	61,038	4,867	-	-100.00%	(4,867)
Miscellaneous Revenue	(6,444)	11,681	9,800	-16.10%	(1,881)
Surplus Sales	-	-	-	0.00%	-
Transfers In	420,000	-	-	0.00%	-
Beginning Balance	2,003,167	2,685,685	100,000	-96.28%	(2,585,685)
<b>TOTAL</b>	<b>\$ 8,346,808</b>	<b>\$ 8,836,549</b>	<b>\$ 6,229,571</b>	<b>-29.50%</b>	<b>\$ (2,606,978)</b>
<b>EXPENDITURE</b>					
Salary	\$ 1,565,498	\$ 1,769,062	\$ 1,847,947	4.46%	\$ 78,885
Benefits	769,601	841,225	942,612	12.05%	101,387
Service & Supplies	2,835,119	4,752,466	2,517,720	-47.02%	(2,234,746)
Capital Outlay	486,106	1,368,756	816,000	-40.38%	(552,756)
Transfers Out	4,800	5,040	5,292	5.00%	252
Ending Fund Balance	2,685,685	100,000	100,000	0.00%	-
<b>TOTAL</b>	<b>\$ 8,346,808</b>	<b>\$ 8,836,549</b>	<b>\$ 6,229,571</b>	<b>-29.50%</b>	<b>\$ (2,606,978)</b>
<b>FTE</b>	<b>21.70</b>	<b>22.70</b>	<b>22.70</b>		

**PERSONNEL DETAIL WORKSHEET**  
**FY2023-24**

<b>DEPARTMENT: STREETS</b>		
<b>DEPARTMENT NUMBER: 2563038</b>		
POSITION / DESCRIPTION	# OF POSITIONS	PROPOSED BUDGET
<b>SALARIES AND WAGES:</b>		
Operations Manager - Control Systems	0.30	\$ 41,543
Senior Traffic Systems Tech	2.00	140,943
Operations Manager - Public Works	0.15	20,830
Asset Management Technician	0.05	3,191
Senior Street Technician	6.00	449,158
Streets Operations Supervisor	1.00	100,882
Street Technician 1	1.50	83,840
Street Technician 2	2.00	119,973
Street Technician 3	8.50	546,774
Warehouse Supply Coordinator	0.20	10,863
Traffic Systems Foreman	1.00	81,961
Call Back		15,000
Holiday Pay		1,020
Overtime		100,000
Stand By		42,081
Temporary Staffing		78,500
<b>SUB-TOTAL SALARY &amp; WAGES</b>	<b>22.70</b>	<b>\$ 1,836,559</b>
<b>BENEFITS:</b>		
Medicare		\$ 24,998
Retirement		487,687
Group Insurance		386,596
Workers' Compensation		21,256
Education Incentive		250
Uniform Allowance		10,000
Foul Weather Allowance		3,188
Tool Allowance		1,800
Car Allowance		1,170
Phone Allowance		5,232
Mobile Device Allowance		435
<b>SUB-TOTAL BENEFITS</b>		<b>\$ 942,612</b>
<b>GRAND TOTAL</b>		<b>\$ 2,779,171</b>

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**225 TRANSIT - Color Coded**

Line	Organization	Object	Project	Account Description	2024 Tentative Budget
1	2253081	431010		FEDERAL GRANTS	(\$1,926,516.00)
2	2253082	431010		FEDERAL GRANTS	\$0.00
3	2253081	434010		STATE GRANTS	(\$139,206.00)
4	2253080	Various		JAC FARE REVENUE	(\$100,000.00)
5	2250088	461010		INTEREST INCOME	(\$2,000.00)
6	2250088	462020		NET INC IN FAIR VALUE INV	\$0.00
7	2253080	463150		ADVERTISING REVENUE	(\$10,000.00)
8	2253080	466050		REFUNDS/REIMBURSEMENTS	\$0.00
9	2253080	466110		MISC. OTHER INCOME	\$0.00
10	2250090	482100		VEHICLE SALES	\$0.00
11	2250091	481013		CC FTA 5307 OPS MATCH	(\$504,800.00)
12					<b>(\$2,682,522.00)</b>
13	2250099	495000		BEGINNING FUND BALANCE	(\$5,000.00)
14					<b>(\$2,687,522.00)</b>
15					
16	2253026	500101		SALARIES	\$63,091.00
17					<b>\$63,091.00</b>
18	2253026	500225		MEDICARE	\$929.00
19	2253026	500230		RETIREMENT	\$21,135.00
20	2253026	500240		GROUP INSURANCE	\$11,489.00
21	2253026	500241		CITY HSA CONTRIBUTION	\$0.00
22	2253026	500250		WORKERS' COMPENSATION	\$818.00
23	2253026	500271		PHONE ALLOWANCE	\$960.00
24					<b>\$35,331.00</b>
25	2253026	500309		PROFESSIONAL SERVICES	\$50,000.00
26	2253026	500331		OPERATING CONTRACT	\$1,258,500.00
27	2253026	500335		RTC INTERCITY	\$35,000.00
28	2253026	500349		CONTRACTUAL SERVICES	\$0.00
29	2253026	500432		MAINTENANCE SVC CONTRACTS	\$0.00
30	2253026	500433		SOFTWARE MAINTENANCE COST	\$0.00
31	2253026	500435		VEHICLE REPAIR & MAINT	\$110,000.00
32	2253026	500580		TRAVEL	\$0.00
33	2253026	500601		OFFICE SUPPLIES	\$0.00
34	2253026	500625		OPERATING SUPPLIES	\$20,000.00
35	2253026	500660		VEHICLE FUEL/OIL	\$130,000.00
36	2253026	500675		SMALL FURNISHINGS	\$0.00
37	2253026	500676		TECHNICAL EQUIPMENT	\$35,300.00
38	2253026	500710		TELEPHONE	\$4,000.00
39	2253026	500712		POWER	\$2,500.00
40	2253026	500713		HEATING	\$1,500.00
41	2253026	500901		ISC: GENERAL FUND	\$44,442.00
42	2253026	500950		ISC: FLEET MANAGEMENT	\$132,858.00
43	2253026	501299		GRANT ALLOCATION/DIRECT BILL	\$0.00

44	2253026	502450	CASH SHORT/OVER	\$0.00
45				<b>\$1,824,100.00</b>
46	2253026	507199	UNDESIGNATED PROJECTS	\$0.00
47	2253026	507705	VEHICLE REPLACEMENT PROGRAM	<b>\$730,000.00</b>
48	2253026	507710	PARK EQUIPMENT REPLACE PROG	\$0.00
49	2253026	507712	FACILITY UPGRADE	<b>\$30,000.00</b>
50	2253026	507743	FURNITURE & FIXTURES	\$0.00
51	2253026	507775	EQUIPMENT	\$0.00
52				<b>\$760,000.00</b>
53	2250200	593000	UNRESERVED FUND BALANCE	\$5,000.00

## FY24 Actual Match - Draft Budget

Expense Type	Expense Amount	Less Projected Fares & Fare Reimbursements*	Federal Funds	Local Match Required	
				50%	20% (15% for Vehicle)
Salaries/Benefits	\$99,155.00	\$0.00	\$49,577.50	\$49,577.50	\$0.00
Professional Services	\$50,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00
Operating Contract	\$1,258,500.00	-\$142,456.00	\$675,206.62	\$362,714.30	\$78,123.08
Vehicle repair & Maintenance	\$110,000.00	\$0.00	\$88,000.00	\$0.00	\$22,000.00
Operating Costs	\$370,300.00	\$0.00	\$225,007.40	\$118,721.00	\$26,571.60
Technical Equip	\$35,300.00	\$0.00	\$35,300.00	\$0.00	\$0.00
Vehicle Replacement	\$730,000.00	\$0.00	\$620,500.00	\$0.00	\$109,500.00
Facilities and Equip	\$30,000.00	\$0.00	\$24,000.00	\$0.00	\$6,000.00
			\$1,742,591.52	\$556,012.80	\$242,194.68
Projected Total Match Necessary for FY24 (rounded)					\$798,200.00
Match Projected Revenues^					-\$108,800.00
Projected CC OPS Match Necessary for FY24					\$689,400.00
FY24 Base Budget 2250091/481013					\$504,800.00
Additional Local Funding Required					\$184,600.00

## FY24 Basis for Supplemental Request

Expense Type	Expense Amount	Less Projected Fares & Fare Reimbursements*	Federal Funds	Local Match Required	
				50%	20% (15% for Vehicle)
Salaries/Benefits	\$107,924.38	\$0.00	\$53,962.19	\$53,962.19	\$0.00
Professional Services	\$50,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00
Operating Contract	\$1,430,000.00	-\$142,456.00	\$778,964.12	\$418,451.80	\$90,128.08
Vehicle repair & Maintenance	\$125,000.00	\$0.00	\$100,000.00	\$0.00	\$25,000.00
Operating Costs	\$433,000.00	\$0.00	\$257,000.00	\$149,000.00	\$27,000.00
Technical Equip	\$38,850.00	\$0.00	\$38,850.00	\$0.00	\$0.00
Vehicle Replacement	\$730,000.00	\$0.00	\$620,500.00	\$0.00	\$109,500.00
Facilities and Equip	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,874,776.31	\$646,413.99	\$251,628.08
Projected Total Match Necessary for FY24 (rounded)					\$898,000.00
Match Projected Revenues^					-\$108,800.00
Projected CC OPS Match Necessary for FY24					\$789,200.00
FY24 Base Budget 2250091/481013					\$504,800.00
Local Funding Supplemental Request					\$284,400.00

\*Fare Sales, Medicaid

^Advertising, ADSD, Misc.

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## **SUPPLEMENTAL REQUESTS**

**(Personnel, services and supplies only – DUE MARCH 3, 2023)**

**FY 2023-24**

<b>DEPARTMENT NAME:</b> Public Works - Transportation	<b>DEPARTMENT # (ORG):</b> 2253026
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<b>DESCRIPTION OF REQUESTED ITEM:</b> Increase in CC FTA 5307 OPS Match
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**JUSTIFICATION OF REQUEST:** The Federal Transit Administration (FTA) provides annual funding apportionments that are used to fund transit operations and capital purchases for the JAC transit system. These funds are apportioned directly to Carson City and CAMPO based on a predetermined formula from the FTA. A local match is required to utilize the apportioned FTA funding (50% match for fixed route service, and 20% match for paratransit and capital expenses). The match is provided through a transfer from Carson City's General Fund. In fiscal years 2020 and 2021, JAC received \$466,300 in General Fund transfers to serve as the required match. JAC received \$66,300 in FY 2022 as transit operations were supplemented by the CARES Act, which required no local match. In FY 2023, JAC received \$504,800.

The Carson City RTC approved a Transit operating contract with First Transit in August of 2020. The three-year contact included options for three additional years. The cost of the three option years has not been finalized at the time of this supplemental submission; however, the anticipated average contract amount has been included for the purposes of this supplemental request. The final amount of the contract options will be determined and presented for approval to the RTC Board in April 2023. An increase to the contract amount is anticipated as recent driver union negotiations in Reno and Lake Tahoe have resulted in increased driver wages. The starting driver wage is \$19.00 per hour in Reno and \$22.00 per hour in Lake Tahoe. My Rider to Work pays \$20.00 per hour. Starting wages at JAC are currently \$16.00 per hour. Contract increases will be a result of driver wage increases.

In addition to driver costs, costs of operating supplies, such as fuel, and maintenance activities, vehicle parts and equipment, are increasing. While the majority (up to 80%) of these costs are funded by the FTA, previous general fund allocations will be insufficient to match the operating contract in addition these basic operating costs.

The JAC Transit Asset Management Plan outlines JAC's vehicle replacement schedule. In FY 2024, two of the larger 35-foot buses are scheduled to be replaced. These buses have some of the highest maintenance costs of the current JAC fleet. Federal funding for these purchases is available. Vehicle purchase generally require a 15% local match. This request includes the purchase of two transit vehicles in accordance with the approved TAM plan.

JAC resumed charging fares for fixed-route and paratransit service in January 2023. Fares help lower the overall cost of operating, but fares cannot be used as match for the federal money. Staff seek other grant opportunities from the state or other medical organizations that can be used as match. These grants, which exceed \$100,000 per year greatly support the JAC system. In addition, JAC sells advertising on this buses and shelters which is also used as match for FTA funding. Table 1 below outlines that anticipated revenue and operating expenses averages over a three-year period along with the required levels of the local match. This Table 1 accounts for the differing match rates for the different services offered (50% local match for operating and 20% local match for capital in addition to the 50% match for fixed route service, and 20% match for paratransit service.)

Table 1: Contract Costs and Required Match

Expense	Amount	Less Projected Fares & Grants	Federal Funds	Local Match	
				50%	20% 15% for Vehicles
Salaries	\$107,924.38	\$0.00	\$53,962.19	\$53,962.19	\$0.00
Professional Services	\$50,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00
Operating Contract	\$1,430,000.00	-\$142,456.00	\$778,964.12	\$418,451.80	\$90,128.08
Vehicle repair & Maintenance	\$125,000.00	\$0.00	\$100,000.00	\$0.00	\$25,000.00
Operating Costs	\$471,850.00	\$0.00	\$295,850.00	\$149,000.00	\$27,000.00
Vehicle Replacement	\$730,000.00	\$0.00	\$620,500.00	\$0.00	\$109,500.00
			\$1,253,776.31	\$646,413.99	\$251,628.08
Projected Total Match Necessary for FY24 (rounded)				\$898,000.00	
Match Projected Revenues				-\$108,800.00	
Projected CC OPS Match Necessary for FY24				\$789,200.00	
FY23 Budget				\$504,800.00	
Supplemental Request				\$284,400.00	

The requested increase in transit match to \$789,200 to will ensure we are able to leverage our federally apportioned funding allowing us to meet the basic obligations of our operating contract for the next three years without cutting service. Operating costs have increased due to all the things that are currently affecting prices; however, JAC Transit has, and continues to operate as one of the most efficient transit services in the county. JAC's service reported an expense per revenue hour of \$85.30 in FY 2021 (latest available data). The National Transit Database shows a national average cost per revenue hour of \$157.92. JAC is also lowest amongst our nearby partner agencies in expense per revenue hour; Elko Transit \$88.95; RTC Washoe \$99.26; TART \$129.48; TTD \$189.64.

JAC staff continue to pursue additional grants opportunities as they become available cover other ongoing City expenses (vehicle replacement, bus stop maintenance, JAC administration and overhead, facility security, etc.) as required to ensure the continued operation of the transit system.

JAC provides a vital and necessary service to the Carson City Community. It serves seniors, students, veterans, and those who have no other alternatives to get to work. It provides an alternative to those who wish to save on the cost of fuel. It reduces traffic congestion, and it provides transportation options allowing all residents of Carson City to safely travel between school and work. JAC will continue to evolve overtime including the future retirement of high maintenance, fuel consuming buses in favor or cheaper alternative fuels and like electric. JAC is also looking to enhance its service by constructing a new downtown transit hub and evaluating expansion into Lyon County. These enhancements open the door to new funding sources not only from the federal government, but from new local sources as well. With the City's support, JAC has a bright future.

<b>(1)PERSONNEL SERVICES:</b>		<b>(2)SERVICES AND SUPPLIES**:</b>	
	<b>Increase Amount</b>	<b>Acct# / Description</b>	<b>Increase Amount</b>
Salary	\$ .00	4810133 / CC FTA 5307 OPS Match	\$284,400
Other Pay*	.00		
Worker's Compensation	.00		
Group Insurance	.00		
Medicare	.00		
Pers	.00		
<b>Total Personnel Costs (1)</b>	<b>\$ .00</b>	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	<b>\$284,400.00</b>

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

## SUPPLEMENTAL REQUESTS

(Personnel, services and supplies only – DUE MARCH 3, 2023)  
FY 2023-24

DEPARTMENT NAME: Public Works - Transportation	DEPARTMENT # (ORG): 2253026
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**DESCRIPTION OF REQUESTED ITEM:** Reclassification of Transit Coordinator from Grade T201/T202 to Grade P101/P102.

**JUSTIFICATION OF REQUEST:**

The Transit Coordinator Position serves as the day-to-day operations manager of the Jump Around Carson Transit System. The position is responsible for a significant number of functions including and beyond those listed in the job description. Some of these common duties include:

- Direct day-to-day management of the JAC Transit System. The system operates 6-day a week
- Direct day-to-day coordination and oversight of the Contact Operator
- Direct contract with the public
- Serves as a Transit Planner auditing routes, ridership data and rider surveys.
- Provides annual reporting of costs and ridership data to the FTA, annually.
- Management, tracking, and reporting of FTA, NDOT, and other state/federal grants. There are currently 13 open individual grants administered by this position.
- Oversight and auditing of fare media and cash handling procedures.
- Oversees compliance with all FTA regulations including:
  - Transit Asset Management Plan and annual reporting
  - DBE Program and annual reporting
  - Annual Transit Agency Safety Targets
  - JAC Title VI coordination and three-year plan development
  - Drug and Alcohol Testing annual reports
  - ADA Compliance and audit procedures
  - Language assistance programs (LEP) and outreach to underserved communities
- Maintains rider policies and procedures
- Manages the JAC advertising program
- Purchases operations equipment and supplies for the JAC building and 17 vehicles.

The current job is classified as T202 (EPC) with a salary range of \$45,435.78 to \$68,153.80. Reclassification of this position will include updates to the current job description.

Similar positions and salaries with neighboring agencies are listed below:

TTD, Transit System Manager: \$ 113,381.67 (2021)

Eastern Sierra Transit, Administration Manager: \$75,212.63 (2021)

DART, Transportation Supervisor: \$ 71,323 (2022)

RTC Washoe, Transit Operations Manager: \$154,709 (2021)

RTC Washoe, Senior Transit Planner: \$105,498 (2021)

RTC Washoe, Senior Technical Transit Planner: \$129,658 (2021)

RTC Washoe, Transit Planner/Scheduler: \$84,867 (2021)

Current JAC, Transit Coordinator, \$60,125 (2022)

The position has been vacant since January 13, 2023 with a limited number of non-qualified applications being submitted. The position is partially funded (50%) through Federal Transit Administration grants. The position also performs functions for the metropolitan planning organization which has a federal reimbursement rate of 95%. With the established federal funding, it is estimated that the cost to the City for the reclassification of the Transit Coordinator position would be less than \$10,000 per year. Additional FTA or State grants would lessen this increase to the City.

This action would not result in the addition of a new FTE.

<b>(1)PERSONNEL SERVICES:</b>		<b>(2)SERVICES AND SUPPLIES**:</b>	
	<b>Increase Amount</b>	<b>Acct# / Description</b>	<b>Increase Amount</b>
Salary	\$6,155.00		
Other Pay*	.00		
Worker's Compensation	.00		
Group Insurance	.00		
Medicare	89.00		
Pers	2,062.00		
<b>Total Personnel Costs (1)</b>	<b>\$8,306.00</b>	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	<b>\$8,306.00</b>

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

## SUPPLEMENTAL REQUESTS

(Personnel, services and supplies only – DUE MARCH 3, 2023)

FY 2023-24

DEPARTMENT NAME: Public Works - Transportation	DEPARTMENT # (ORG): 2503035
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DESCRIPTION OF REQUESTED ITEM: Increase Professional Services Account

### JUSTIFICATION OF REQUEST:

As additional federal funding become available, and as the City looks for ways to increase funding for the preservation/reconstruction of local roads, additional professional services are required to support transportation functions. Staff estimates that the following professional services will continue in FY 2024.

- Local Road Funding Consultant Support
- Right of Way mapping project
- Pavement Asset Management
- Traffic /Safety Analysis On-Call
- Federal grant writing and benefit/cost analysis support

Total estimated = \$ 172,000 (this is an increase of 24,000 over the FY 2023 budget)

In addition to our typical functions, this increase in professional services will ensure we can continue to develop solutions to our local road deterioration and allow us to look for new federal opportunities for funding.

(1)PERSONNEL SERVICES:		(2)SERVICES AND SUPPLIES**:	
	Increase Amount	Acct# / Description	Increase Amount
Salary	\$ .00	2503035-500309 Professional Services	\$24,000.00
Other Pay*	.00		
Worker's Compensation	.00		
Group Insurance	.00		
Medicare	.00		
Pers	.00		
<b>Total Personnel Costs (1)</b>	<b>\$ .00</b>	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	<b>\$24,000.00</b>

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

## SUPPLEMENTAL REQUESTS

(Personnel, services and supplies only – DUE MARCH 3, 2023)

**FY 2023-24**

<b>DEPARTMENT NAME:</b> Public Works - Transportation	<b>DEPARTMENT # (ORG):</b> 2503035
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**DESCRIPTION OF REQUESTED ITEM:** Promotion of Transportation Planner/Analyst to Senior Transportation Planner (P301)

### JUSTIFICATION OF REQUEST:

The position of the Senior Transportation Planner is in part responsible for the day-to-day planning functions of the federally designated Metropolitan Planning Organization (MPO). The Transportation Division and CAMPO have been without a Senior Transportation Planner since late 2021. Over the past year, existing Transportation Planner/Analyst staff has successfully managed updates to three of the four major MPO governing documents (Transportation Improvement Program, Public Participation Plan, and Unified Planning Work Program). Staff has been participating in ongoing conversations with NDOT and other partner agencies and are taking on active roles in committee responsibilities. A requirement of the Senior Transportation Planner position is to have professional certification, and staff currently employed with the division have the required certifications. The promotion from Transportation Planner/Analyst to Senior Transportation Planner during the next fiscal year is expected. Staff has the skills, qualifications, and necessary knowledge to support the Division and the Carson Area Metropolitan Planning Organization.

The promotion would be from a CCEA Grade P201 to an unclassified Grade P301. Along with other benefits related to the promotion, the recommend salary should increase by 10%.

The MPO receives apportioned federal funding through a planning grant that requires a local match of only 5%. The majority of this person's time is spent on MPO functions, and as such, the majority (95%) of the salary is currently covered by the planning grant.

This action would not result in the addition of a new FTE.

<b>(1)PERSONNEL SERVICES:</b>		<b>(2)SERVICES AND SUPPLIES**:</b>	
	<b>Increase Amount</b>	<b>Acct# / Description</b>	<b>Increase Amount</b>
Salary	8,255.00		
Other Pay*	.00		
Worker's Compensation	.00		
Group Insurance	.00		
Medicare	120.00		
Pers	2,756.00		
<b>Total Personnel Costs (1)</b>	<b>\$11,131.00</b>	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	<b>\$11,131.00</b>

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

## SUPPLEMENTAL REQUESTS

(Personnel, services and supplies only – DUE MARCH 4, 2022)

**FY 2022-23**

<b>DEPARTMENT NAME:</b> Public Works - Admin	<b>DEPARTMENT # (ORG):</b> 2563038, 5053702, 5103201, 5203502
<b>DESCRIPTION OF REQUESTED ITEM:</b> 1 FTE – CCEA A301/A302 Accounting Technician	

### JUSTIFICATION OF REQUEST:

The Water, Wastewater, Stormwater, and Streets Divisions primary responsibilities are to effectively plan, maintain, and operate their respective utilities/roads/asset systems. Included in the daily operations of each of these divisions is reporting, document control, accounting activities, contract management and other non-operational tasks. There is currently not a dedicated accounting technician or other office staff that directly supports these divisions, thus requiring operations staff, foremen, or supervisors, to take valuable time away from field activities, operational duties, or staff management to instead handle these office activities. As the City continues to grow and these divisions continue to expand their service areas, as well as bolster programs, such as asset management, stormwater maintenance, and preventative maintenance activities across all asset systems, the need for administration support grows.

This position will be responsible for administering and tracking the Public Works Departments training requirements for all positions and documenting completed training. For training that is not conducted on-line, this position will be responsible to schedule the specialized trainer as well as the staff that need to be trained. Currently Public Works training is administered by the Fire Department, but this responsibility will be transferred back to Public Works starting in FY24. This transfer from the Fire Department will result in a \$70,000/ year credit back\* to Public Works to pay for the administration of the training they are no longer doing.

The goal of this position is to support all these divisions with these tasks, which will in turn increase operational efficiencies within the respective divisions, while also providing improved quality and handling of administration activities. Specifically, this position's responsibilities would include, but are not limited to, the following: Department wide training data entry and scheduling; data entry, reporting, and processing of work orders in Llumin, the City's asset management system; Assist with purchase orders, contract management, and invoice payments; Support Nevada Division of Water Resources (NDWR) data tracking for effluent system, monthly updating of water database, and water rights filing; Assist with laboratory and monitoring report data input at Water Resource Recovery Facility (WRRF); Help with permit reporting for water, stormwater and wastewater systems, as well as environmental control activities; Manage safety training documentation; and Support floodplain management tracking and reporting for the Community Rating System (CRS). By supporting four divisions, this position will support and improve these divisions in the most cost-effective manner.

<b>(1)PERSONNEL SERVICES:</b>		<b>(2)SERVICES AND SUPPLIES**:</b>	
	<b>Increase Amount</b>	<b>Acct# / Description</b>	<b>Increase Amount</b>
Salary	\$38,228.53	Reduction in Cost Allocation:	
Other Pay*	.00	2563038 500901	(14,000)
Worker's Compensation	818.40	5053705 500901	(14,000)
Group Insurance	12,222.00	5103201 500901	(14,000)
Medicare	554.31	5203505 500901	(28,000)

Pers	12,806.56		
<b>Total Personnel Costs (1)</b>	\$64,629.80	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	(\$5,370.20)

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

## SUPPLEMENTAL REQUESTS

(Personnel, services and supplies only – DUE MARCH 3, 2023)

**FY 2023-24**

<b>DEPARTMENT NAME:</b> Public Works	<b>DEPARTMENT # (ORG):</b> 1013012, 2563038, 5103201, 5203502, 5603035
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**DESCRIPTION OF REQUESTED ITEM:**

Requesting an increase to the Software Maintenance line item in the following Divisions of Public Works: Engineering, Streets, Wastewater, Water and Fleet.

The requested increase is to support the annual cost of the Fleet software, GIS's Small Government Enterprise Agreement (SGE), and the new Department wide training software.

Fleet services is looking for approval to purchase Fleet Software that would allow our department to maintain the City's fleet and track data including true cost of ownership and accurate cost per mile or hours of operation. Secondly to implement a multistage preventive maintenance program. Have a customer portal for work request and up to date status of unit. Also including vehicle and equipment warranty tracking from initial claims to reimbursement. Vehicle lifecycles to accurately predict replacement. Maintain complete history of vehicle or equipment. The ability to track, order and track warranty of all parts and tires. And finally, accurately track employee's productivity on any given task.

Now that we have completed the upgrade to our GIS architecture, we have the bandwidth and capability to support new apps, solutions, and maintain high availability. Public Works is proposing to upgrade our existing GIS licensing platform from a limited user based to enterprise-based configuration. Our servers have lost service multiple times this year, due the lack of available monitoring, which reduced system reliability to our users and took much longer to correct because the system did not report the failure. The SQL server was exceeding available capacity which resulted in numerous down services; this could be corrected preventatively with a monitoring solution and reduce failed backups during system down time. These types of failures leave our users vulnerable to data loss and system access. Our users also experience limitations due to the limited number of available licenses; having transferable licenses will be invaluable to increasing our capacity to collect assets, check asset condition and utilize apps in the office and in the field, ultimately leading to more department buy-in.

The SGEA comes with multiple levels of improvement such as (1) an Image Server; which will increase performance, capacity and availability, (2) ArcGIS Monitor; this is a server monitoring tool that tracks the health of server performance and available capacity saving time and resources from multiple departments, and (3) Unlimited Parcel Fabric, Field/creator, and Parcel Fabric Licenses; this will empower users and increase mobility allowing iPads and personal devices to connect without limitation.

Public Works is invested in the safety, knowledge, skills, and abilities of its team members. Quality training is an effective method to increase safety, improve performance, lower risk, and ensure compliance. The department is in the early stages of enhancing its training program and intends to implement a comprehensive learning management system and training solution. The licensing models for leading solutions are subscription based.

JUSTIFICATION OF REQUEST:

<b>(1)PERSONNEL SERVICES:</b>		<b>(2)SERVICES AND SUPPLIES**:</b>	
	<b>Increase Amount</b>	<b>Acct# / Description</b>	<b>Increase Amount</b>
Salary	\$ .00	1013012-500433- SOFTWARE MAINTENANCE	\$5,000.00
Other Pay*	.00	2563038-500433- SOFTWARE MAINTENANCE	\$6,800.00
Worker's Compensation	.00	5103201-500433- SOFTWARE MAINTENANCE	\$10,000.00
Group Insurance	.00	5203502-500433- SOFTWARE MAINTENANCE	\$10,000.00
Medicare	.00	5603035-500433- SOFTWARE MAINTENANCE	\$10,000.00
Pers	.00		
<b>Total Personnel Costs (1)</b>	<b>\$ .00</b>	<b>Total Services and Supplies (2)</b>	
		<b>GRAND TOTAL:</b>	<b>\$41,800.00</b>

\* Other Pay should include allowances needed for this position, such as phone allowances or other additional pay necessary to bring a new position before the board.

\*\* Services and supplies should include new equipment necessary such as laptops and supplies, so the full costs are included in the request.

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## STAFF REPORT

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

**Meeting Date:** April 12, 2023

**Staff Contact:** Dan Stucky, Deputy Public Works Director

**Agenda Title:** **For Possible Action** – Discussion and possible action regarding Amendment 2 (“Amendment”) to Contract 21300242 (“Contract”) for Hansford Economic Consulting, LLC (“Hansford Consulting”) to expand the scope of services and increase the amount of the Contract by \$46,310 for the Carson City Roads Funding Project (“Project”) for a new total not to exceed amount of \$96,275 for the Contract.

**Staff Summary:** Hansford Consulting has been providing services to Carson City and the RTC for the Project since December 2021. The Amendment allows Hansford Consulting to continue to provide support for the Project including additional investigation and analysis of local/neighborhood roads maintenance funding mechanisms for Carson City. The Project is anticipated to be completed by December 2024.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

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### **Proposed Motion**

I move to approve Amendment 2, as presented.

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

The Contract was originally executed in December 2021 for a not to exceed amount of \$36,320. Amendment 1 to the Contract was executed in October of 2022, and it increased the amount by \$13,735 and extended the term through December 31, 2023. Amendment 2 will increase the Contract not to exceed amount by an additional \$46,310, for a new total not to exceed amount of \$96,275, and extends the term through December 31, 2024.

The Contract’s original not to exceed amount was \$36,230, which was increased to \$49,965 by Amendment 1. The Contract and Amendment 1 were approved and executed in accordance with Carson City’s Procurement Policy, which does not require approval from a governing body when a contract’s total yearly expense is less than \$50,000. Because the Amendment will cause the Contract not to exceed amount to surpass \$50,000, approval from the RTC is required.

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

NRS 277A.270; NRS 625.530(3)

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project P303523002, Regional Transportation fund, Professional Services account / 2503035-500309

Is it currently budgeted?  Yes  No

**Explanation of Fiscal Impact:**

If approved, the above account will have a net decrease of \$46,310. The current available budget in the Regional Transportation fund, Professional Services account is \$156,826.

**Alternatives**

Do not approve the Amendment and provide alternative direction to staff.

**Supporting Material**

- Exhibit-1: Amendment 2
- Exhibit-2: Contract No. 21300242 and Amendment 1

**Board Action Taken:**

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

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

## AMENDMENT FOR CONTRACT

Contract No.: 21300242  
Title: Carson City Roads Funding  
Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase \$46,310

Reason for amendment: To increase the not to exceed amount for the SERVICES provided by the CONSULTANT under Contract No. 21300242 by \$46,310 to cover additional time and materials required to complete the SERVICES and to expand the scope of the SERVICES for Phase 2, as described in Exhibit A to this Amendment. Therefore, the not to exceed amount for Contract No. 21300242 is increased by \$46,310, from \$49,965 to \$96,275. Additionally, this Amendment extends the term of Contract No. 21300242, such that the term now ends on December 31, 2024.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(2) District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(4) Hansford Economic:

Name/Title: Catherine Hansford, Principal

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account: 2503035-500309

## **AMENDMENT FOR CONTRACT**

**Contract No.: 21300242**  
**Title: Carson City Roads Funding**  
**Amendment No.: 2**

### **CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 12, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to CONTRACT No. 21300242. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Amendment in accordance with the action taken.

**CARSON CITY, NEVADA**

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**LORI BAGWELL, MAYOR**

**DATED this 12th day of April 2023.**

### **ATTEST:**

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**WILLIAM SCOTT HOEN**  
**Clerk-Recorder**

**DATED this 12th day of April 2023.**

**Account: 2503035-500309**



PO Box 10384 Phone: 530-412-3676  
Truckee, CA Email: catherine@hansfordecon.com

March 22, 2023

Mr. Dan Stucky  
Carson City Public Works

*Letter sent via email*

**Subject: Carson City Roads Funding Phase Two; HEC #210364**

Dear Dan:

Hansford Economic Consulting LLC (HEC) is pleased to provide this letter with a proposed scope of work for continuing to investigate local (or neighborhood) roads maintenance funding mechanisms for Carson City (City). In Phase 1, HEC produced a Technical Report addressing local funding options for road maintenance, which also described all of the road functions performed by the City, and current funding sources. Phase 1 included creating web pages describing this project, creation of the logo and tagline for the project 'Invest in Your Neighborhood Streets, Preserve Carson City Roads', and launching of an online survey to gage public sentiment regarding the state of neighborhood streets. Catherine Hansford presented the findings of the Technical Report to the Regional Transportation Commission (RTC) in November 2022, and to the Board of Supervisors (Board) in February 2023. Based on feedback received from decision makers, City staff has asked HEC to continue with Phase 2, summarizing actions to date and the potential path forward, including greater public outreach and investigation of a general improvement district for roads.

HEC includes the team of Catherine Hansford, lead consultant and financial modeler, Justin Anderson, GIS and data analyst, Schaelene Rollins, communications specialist, and Rashell Choo, designer; the same team that completed Phase 1 of this project.

## **Scope of Services: Phase 2**

Phase 2 starts with Task D as this work is a continuation of work completed in Phase 1, which included the following tasks:

- Task A: Background Review and Financing Options Discussion (complete)
- Task B: Financial Modeling and Fiscal Impact Analysis (complete)
- Task C: Public Outreach and Presentation of Findings (complete)

### **Task D: General Improvement District Concept Development**

Under this task, HEC will continue developing the concept of a general improvement district (GID) to fund activities authorized under Nevada Revised Statutes (NRS) 318.120, 318.125, 318.130, 318.141

and 318.145, which include furnishing streets and alleys, furnishing curbs, gutters, and sidewalks, furnishing facilities to light streets, and removing snow from streets and alleys. The GIS mapping tool that was developed in Phase 1 will be refined for more precise generation of data that can be used in cost allocation methodologies to determine monthly, or annual, assessments. The mapping software will be used to extract data such as developed versus undeveloped status of parcels adjacent to neighborhood streets, lineal front footage of parcels, parcel area square footage, building square footage, assessed valuation, land use, and so forth. HEC will further develop the data to estimate number of trips generated by developed parcels using industry standard techniques based on trip generation survey data compiled by the Institute of Traffic Engineers (ITE).

Once the database has been assembled from the mapping tool, HEC will review the pros and cons of different cost allocation methodologies, and will describe case studies from other cities (note, these will be from other states as no other Nevada city has a citywide roads GID) to learn what might work best for Carson City. Based on the information gathered, HEC will prepare several cost allocation scenarios for discussion with staff. With staff input, no more than four cost allocation methodology options will be presented to the public at public workshops for their feedback.

The database and cost allocation model will be used to illustrate the monthly cost impacts to property owners under the (no more than) four methodology options and different funding level goals. Funding level goals might be \$5 million per year, \$10 million per year, or \$15 million per year, for example, generated specifically for maintenance of neighborhood streets.

**Task D Deliverables:** HEC will prepare a report detailing options for cost allocation among different land use types and users of the City's neighborhoods roads network, and estimated monthly cost impacts to property owners of the different cost allocation methodologies at different funding level goals.

#### **Task E: Public Outreach**

The City intends to continue with public outreach started under phase 1 of this project. This includes:

1. Development of utility bill inserts,
2. Development of a frequently asked questions sheet,
3. Materials for three public workshops.

Although the format of the public workshops is not yet decided, HEC suggests that two workshops be held the same week (one somewhere in the north of Carson and one in the South – or east and west). At these workshops, staff and Catherine Hansford would present the findings from phase 1, including results of the online survey to date, and presenting cost allocation methodologies and potential cost impacts to property owners from the work conducted under Task D. Following public input and further consideration of the funding strategy and GID potential structure with staff and the RTC, a third workshop would be held at a central location to apprise the public of direction and inviting more input. HEC will rely on City staff to arrange the location(s) and time(s) for public workshops and execute workshop notification(s).

HEC will assist the City with development of up to two utility bill flyers that explain the project, drive

people to the website to learn more about the project and take surveys or opinion polls, and inform citizens of public workshop dates on the matter. Together with staff, a frequently asked questions sheet will be developed that summarizes the funding issue caused by the condition of neighborhood streets, and that describes the life-cycle of paved roads, and why routine maintenance is critical in the long-term to minimize costs to residents and businesses.

The City may additionally wish to field another online survey or an opinion poll to further gage support for certain types of funding mechanisms (such as sales tax and GID assessments). HEC can assist the City with this, if desired.

**Task E Deliverables:** Utility bill inserts, a frequently asked questions sheet, and materials for three public workshops.

#### **Task F: Roads Funding Strategy**

The efforts from phase 1 and phase 2 will culminate in a Roads Funding Strategy document that summarizes the phase 1 efforts, direction received from the Board based on the information presented to them in February 2023, public input from workshops and the online survey(s) (as well as feedback from civic groups that City staff interacts with), and potential next steps to address the City's road funding needs.

**Task F Deliverables:** Roads Funding Strategy document, materials for two presentations at public meetings (RTC and the Board). The Roads Funding Strategy will include the deliverable from Task D as an appendix. Ballot language for the new sales tax question.

### **Estimated Budget and Schedule**

The proposed budget is **\$46,310**. The estimated budget is based on HEC's 2023 billing rates shown below, and estimate of time for each task. The billing rates will be held for the first twelve months after notice to proceed from the City, after which time they may increase with application of the Bureau of Labor Statistics West Region Consumer Price Index for the prior twelve months.

Name	Position	Rate per Hour
Catherine Hansford	Principal	\$180
	Clerical Support	\$90
Justin Anderson	GIS Analyst	\$165
Schaelene Rollins	Outreach Manager	\$135
Rashell Choo	Designer	\$85

Estimated direct expenses are based on mileage reimbursement at the Federal mileage rate (currently \$0.655 per mile) for five in-person meetings for Catherine Hansford, and a \$20 per person allowance per day for meals for those meetings. Note, the budget does not include any costs associated with printing and mailing of outreach materials. Should such activities and costs be generated, the City can either produce the materials in-house and mail them, or pay a print shop / mail house directly.

The proposed budget includes an allowance by task as shown in **Table 1**; however, HEC retains the right to move budget between tasks as needed. HEC charges for services on a time and materials, not-to-exceed basis; therefore, the City will only be billed for the work completed up to the authorized budget amount.

**Table 1**  
**Proposed Budget**

Cost Item	Rate per Hour Cost per Trip	Task D	Task E	Task F	Total Phase 2
		GID	Outreach	Strategy	
<b>Staff</b>					
		Hours			
Hansford	\$180	60	22	30	\$20,160
Anderson	\$165	82			\$13,530
Rollins	\$135		24	6	\$4,050
Choo	\$85		20		\$1,700
Clerical	\$90	8	6	10	\$2,160
<b>Subtotal Staff</b>		<b>150</b>	<b>72</b>	<b>46</b>	<b>\$41,600</b>
<b>Direct Costs</b>					
		Number of Trips			
Trips to Carson [1]	\$110		3	2	\$550
<b>Subtotal Direct Costs</b>					<b>\$550</b>
<b>Total Estimated Cost</b>					<b>\$42,150</b>
Contingency for Unforeseen Items [2]					\$4,160
<b>Total Proposed Budget</b>					<b>\$46,310</b>

[1] Direct Costs per Trip:

Travel (130 miles @ \$0.655 per mile)	\$90
Meals	\$20
<b>Total Estimated Direct Costs per Trip</b>	<b>\$110</b>

2] Could include items such as a new online survey or an opinion poll regarding different funding mechanisms.

Invoices are issued monthly and are due on receipt. If additional work is requested that is beyond the original scope of services, or if work efforts are greater than anticipated in development of the budget, HEC will notify the City requesting authorization for additional budget. No additional work will begin without written authorization by the City.

HEC is able to begin work on this project immediately. We anticipate this effort to take approximately six to nine months.

Sincerely,



Catherine R. Hansford, Principal  
HANSFORD ECONOMIC CONSULTING LLC

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 21300242**  
**Title: Carson City Roads Funding**

THIS CONTRACT is made and entered into this 17th day of December, 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Hansford Economic Consulting LLC, hereinafter referred to as "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 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 (does involve\_\_\_\_) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONSULTANT'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 **CONSULTANT** for **CONTRACT No. 21300242** (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 signed by all parties and insurance certificates are received.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only
CCBL expires <u>12/31/22</u>
GL expires <u>11/6/22</u>
AL expires <u>11/6/22</u>
PL expires <u>11/6/22</u>
WC expires <u>n/a</u>

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:  
**(OMITTED)**

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

## 3. CONTRACT TERM:

3.1 The term of this Contract begins on December 1, 2021 and ends on December 31, 2022, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

## 4. NOTICE:

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

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

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

Catherine Hansford, President  
Hansford Economic Consulting LLC  
PO Box 10384  
Truckee, CA 96162  
530-412-3676  
[catherine@hansfordecon.com](mailto:catherine@hansfordecon.com)

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Thirty Six Thousand Two Hundred Thirty Dollars and 00/100 (\$36,230.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

## 6. TIMELINESS OF BILLING SUBMISSION:

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

## 7. CONTRACT TERMINATION:

### 7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **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 SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** 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 subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

### 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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 **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 If **CONSULTANT** 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

7.3.2.2 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 **CONSULTANT** to provide the goods or SERVICES or any services required by this

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

7.3.2.5 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 **CONSULTANT**, or any agent or representative of **CONSULTANT**, 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

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

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

7.4.1 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 or termination for nonappropriation.

## 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

## 7.6 Notice of Termination:

7.6.1 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).

## 8. 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 **CONSULTANT** to **CITY**.

## 9. 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 **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

## 10. 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.

## 11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** 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:

- 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.3.2 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.

11.4 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.

11.5 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.

## **12. INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES 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 SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** 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.

12.3 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 **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (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, **CONSULTANT'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.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## **13. INSURANCE REQUIREMENTS (GENERAL):**

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

**13.1 NOTICE:** *The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.*

**13.2 CONSULTANT**, 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.

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

**13.4** 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.

**13.5 Insurance Coverage (13.6 through 13.23):**

**13.6 CONSULTANT** shall, at **CONSULTANT'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 **CONSULTANT** and shall continue in force as appropriate until the later of:

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

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

13.6.3 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 **CONSULTANT**.

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

**13.7 General Insurance Requirements (13.8 through 13.23):**

**13.8 Certificate Holder:** Each liability insurance policy 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.

**13.9 Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, 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.

**13.10 Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

**13.12 Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

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 **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that, without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

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

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

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

13.17 **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 13.9 (Additional Insured).

13.18 **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.

13.19 **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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'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 **CONSULTANT** or its subcontractors, 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.

## 13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

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

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

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

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

(including the tort liability of another assumed in a business contract).

## 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

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

13.22.1 *Minimum Limit required:*

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

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

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

13.22.5 A certified copy of this policy may be required.

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

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

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

## 14. BUSINESS LICENSE:

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

14.2 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.

## 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONSULTANT** 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 **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** 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 **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** 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.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT's** non-compliance with this Section.

## **16. 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.

## **17. 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.

## **18. 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. **CONSULTANT** 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.

## **19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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 **CONSULTANT** (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 **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'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.

## **20. PUBLIC RECORDS:**

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

## **21. CONFIDENTIALITY:**

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

## 22. FEDERAL FUNDING:

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

- 22.1.1 **CONSULTANT** 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.
- 22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
- 22.1.3 **CONSULTANT** 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.
- 22.1.4 **CONSULTANT** 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).
- 22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 23. LOBBYING:

23.1 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:

- 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

## 24. GENERAL WARRANTY:

**CONSULTANT** warrants that it will perform all SERVICES 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300242

Title: Carson City Roads Funding

SERVICES, under the same or similar circumstances, in the State of Nevada.

## **25. 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. **CONSULTANT** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

## **26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arises between the public body and the **CONSULTANT** 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 arises between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** 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.

## **27. 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. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

## **28. 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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** 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.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 21300242**  
**Title: Carson City Roads Funding**

**29. ACKNOWLEDGMENT AND EXECUTION:**

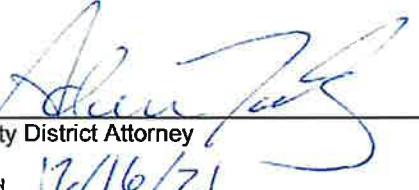
This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**  
Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

By:   
Sheri Russell, Chief Financial Officer

Dated 12/16/2021

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney

Dated 12/16/21

**CITY'S ORIGINATING DEPARTMENT**  
CONSULTANT will not be given authorization  
to begin work until this Contract has been  
signed by Purchasing and Contracts

BY: Carol Akers  
Purchasing & Contracts Administrator

Funding Source: 2503035-500309

By:   
Carol Akers

Dated 12/17/2021

**PROJECT CONTACT PERSON:**

Dan Stucky  
Telephone: 775-283-7084

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 21300242**

**Title: Carson City Roads Funding**

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

**CONSULTANT**

**BY:** Catherine Hansford

**TITLE:** President

**FIRM:** Hansford Economic Consulting LLC

**CARSON CITY BUSINESS LICENSE #:** BL-006884

**Address:** PO Box 10384

**City:** Truckee      **State:** CA      **Zip Code:** 96162

**Telephone:** 530-412-3676

**E-mail Address:** catherine@hansfordecon.com



(Signature of Consultant)

**DATED** December 17<sup>th</sup>, 2021

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

**Contract No. 21300242**

## Title: Carson City Roads Funding

## **SAMPLE INVOICE**

Invoice Number:

Invoice Date: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works  
Attn: Lucy Bourland, email: [Lbourland@carson.org](mailto:Lbourland@carson.org)  
3505 Butti Way  
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

Original Contract Sum \$

Less amount previously billed \$ \_\_\_\_\_

= contract sum prior to this invoice \$ \_\_\_\_\_

Less this invoice \$ \_\_\_\_\_

=Dollars remaining on Contract \$ \_\_\_\_\_

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**



PO Box 10384 Phone: 530-412-3676  
Truckee, CA Email: catherine@hansfordecon.com

November 3, 2021

Mr. Dan Stucky  
Carson City Public Works

*Letter sent via email*

**Subject: Carson City Roads Funding; HEC #210364**

Dear Dan:

Hansford Economic Consulting LLC (HEC) is pleased to provide this letter detailing the scope of services, estimated budget and schedule to conduct a thorough analysis of potential new roads funding mechanisms for Carson City (City). This scope of services will document viable financing options to help close the City's identified roads funding gap, estimate fiscal impacts, and provide a framework for decision makers to move forward with implementation plans.

HEC includes the team of Catherine Hansford, lead consultant, financial modeler and tactician; Bryan Ferri, GIS and data analyst, and Schaelene Rollins, public outreach manager.

## **Scope of Services**

### **Roads Improvements Financing Options and Strategy**

#### **Task A: Background Review and Financing Options Discussion**

Under this task, HEC will obtain and review past reports, documents, and minutes/videos from the Regional Transportation Commission (RTC) and the Board of Supervisors (BOS) meetings to best understand the background for the work effort. HEC will also obtain supporting financial documentation to map current road funding sources and expenses and understand the funding gap. This will be particularly helpful for explaining how all roads-related activities are funded to the public.

HEC will research relevant Nevada Revised Statutes (NRS) for funding mechanism procedures for the four preferred options:

- NRS 318 (General Improvement District- GID)
- NRS 271 (Program of Local Improvements)
- NRS 377B (V&T Infrastructure Sales Tax)
- NRS 377A (Transportation Sales Tax)

Based on review of background materials and the NRS, HEC will send a data and information request to City staff, to include items such as GIS shape files, current and potential future land use data, the

proposed infrastructure improvements estimated costs, and other data as needed to support the analysis of the funding mechanisms benefits and limitations.

**Task A Deliverables:** HEC will prepare a memorandum that outline the benefits and limitations of each financing mechanism, including detailing appropriate uses of the funds (maintenance vs. projects), legal questions for the District Attorney (DA), estimate of potential revenue from each option, steps and timeline for implementation, reporting requirements, and so forth.

#### **Task B: Financial Modeling and Fiscal Impact Analysis**

Following the background review and summary of the breadth and limitations of each of the four revenue-generating funding options, HEC will take a deeper dive into how these funding mechanisms might be employed in Carson City and model the amount of potential funding generated by them over the next thirty years. Catherine will also determine the viability of moving revenues between the City's special revenue funds, depending on the additional revenue sources. For example, it may make sense to transfer gas tax to the Regional Transportation Fund for capital projects and use the new funding source(s) for preventative maintenance and repairs.

Taking a data-driven approach, HEC will allocate the funding gap to user groups such as visitors, residents, and businesses (to the extent possible), and by geographic area. The goal is to create a flexible funding strategy, which will most likely include a multi-prong approach to closing the roads funding gap.

Projections of revenue generation by funding mechanism, geographic area, and user group will be modeled using a GIS platform and Excel. Fiscal impacts will be demonstrated so that understandable, measurable outcomes from different potential funding scenarios can be presented to the public.

**Task B Deliverables:** HEC will prepare a report that describes the funding gap by category of improvements (complete rehabilitation, preventative maintenance, and routine repairs for example), allocates the funding gap to road users, refines the discussion of potential financing sources from Task 1 based on feedback from the DA and City staff, and describes the ability to recoup costs in the most equitable manner by road user type. A separate compendium (format to be determined) will demonstrate the fiscal impacts of different funding scenarios (i.e., stacking of different revenue streams such as taxes and user fees) on geographic areas and user groups.

#### **Task C: Public Outreach and Presentation of Findings**

The roads funding project should be presented in a transparent manner with ample opportunity for public input. A project-specific website will be created that details the work being conducted, the ways in which the public can be involved, and it will provide a platform for conducting surveys and quick polls. Schaelene Rollins is the Outreach Manager for this project. She will work with City staff to ensure the project website is easy to jump to from the city's main website, simple to navigate and is a useful, interactive tool for the process.

Together, Schaelene and Catherine will prepare findings of the analysis in an easily understandable format, which may include PowerPoint slides, one-page card summaries and so forth. Catherine will look to City staff to set up meetings with representatives from RTC and the BOS (the decision makers).

Public workshops will also be a part of the process. Given the size of Carson City, two workshops may be held in different geographic locations, based on the preference of City staff. Workshops geared toward specific users, such as businesses and residents, may also be considered. City staff will arrange the location(s) and time(s) for public workshops and execute workshop notification(s).

**Task C Deliverables:** Project website, materials for meetings and outreach.

**Disclaimer:** Catherine Hansford is not an attorney. HEC will summarize the applicability and limitations of certain funding mechanisms provided in the Nevada Revised Statutes, and will make recommendations based on legal documents; however, it is important that the DA is in agreement with HEC's findings so that decision makers are on solid footing moving forward with the funding path and implementation steps.

## Estimated Budget and Schedule

The estimated budget is based on HEC's fiscal year 2021/22 billing rates as follows:

Name	Position	Rate per Hour
Catherine Hansford	Principal	\$170
	Clerical Support	\$85
Bryan Ferri	GIS Analyst	\$145
Schaelene Rollins	Outreach Manager	\$125

*Billing rates are subject to periodic review.*

The total estimated cost, and requested budget authorization, is **\$36,230**. The estimated cost includes an allowance by task as shown in **Table 1** on the next page; however, HEC retains the right to move budget between tasks as needed. Budget authorization is not total cost for the project. HEC charges for services on a cost not-to-exceed basis; therefore, you will only be billed for the work completed up to the authorized budget amount.

Estimated direct expenses are based on mileage reimbursement at the Federal mileage rate for two in-person meetings for Catherine Hansford, and one in-person meeting for Schaelene Rollins, and a \$20 per person allowance per day for meals for those meetings. Note, the budget does not include any costs associated with printing and mailing of outreach materials. Should such activities and costs be generated, the City can either produce the materials in-house and mail them, pay a print shop / mail house directly, or increase the budget to accommodate the costs.

**Table 1**  
**Estimated Budget**

Task/Item Description <i>Hourly Billing Rates</i>	Hansford \$170	Ferri \$145	Rollins \$125	Support \$85	<b>Estimated Total</b>
<b>A</b> Background Review & Financing Options Discussion	20			5	\$3,825
<b>B</b> Financial Modeling & Fiscal Impact Analysis	85	35	5	10	\$21,000
<b>C</b> Public Outreach & Presentation of Findings*	22		45	20	\$11,065
<b>Subtotal Staff Costs</b>	<b>127</b>	<b>35</b>	<b>50</b>	<b>35</b>	<b>\$35,890</b>
Mileage Reimbursement and Meals Estimate (Hansford 2 trips, Rollins 1 trip)					\$340
<b>Total Estimated Costs</b>					<b>\$36,230</b>
<b>Total Estimated Costs</b>					<b>\$36,230</b>

\* Includes building a project website.

Invoices are issued monthly and are due on receipt. If additional work is requested that is beyond the original scope of services, or if work efforts are greater than anticipated in development of the budget, HEC will request authorization for additional budget.

HEC is able to begin work on this project immediately. We anticipate this effort to take approximately six months.

Sincerely,



Catherine R. Hansford, Principal  
HANSFORD ECONOMIC CONSULTING LLC

## AMENDMENT FOR CONTRACT

Contract No.: 21300242  
Title: Carson City Roads Funding  
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$13,735

Reason for amendment: To increase the not to exceed amount for the SERVICES provided by the CONSULTANT under Contract No. 21300242 by \$13,735 to cover additional time and materials required to complete the SERVICES and to expand the scope of the SERVICES, as described in Exhibit A to this Amendment. Therefore, the not to exceed amount for Contract No. 21300242 is increased by \$13,735, from \$36,230 to \$49,965. Additionally, this Amendment extends the term of Contract No. 21300242, such that the term now ends on December 31, 2023.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 10/3/22

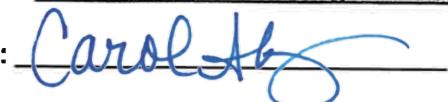
(2) District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature:  Date: 9/26/22

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 10/4/2022

(4) Hansford Economic:

Name/Title: Catherine Hansford

Signature:  Date: 9/27/22

Account: 2503035-500309



PO Box 10384 Phone: 530-412-3676  
Truckee, CA 96162 Email: catherine@hansfordecon.com

September 19, 2022

Mr. Dan Stucky, Public Works  
Carson City

*Letter sent via email*

Subject: Request for Budget Amendment to Complete Transportation Funding Analysis

Dear Dan:

It has been a great privilege to work on the Transportation Funding Analysis for Carson City. To date, a draft white paper has been completed, the website has been created and the first survey developed, and an ESRI map has been created for conducting data queries. Total costs have been greater than anticipated. Greater costs have been caused primarily by greater consultant time to develop the project logo (not in the original scope of work), provide the structure and content of the project website, and greater effort in calculating the measurements by which potential revenues can be estimated (via querying the developed GIS product). In addition, in the approved scope of services, HEC anticipated a technical memorandum would be sufficient for the first deliverable; however, a white paper was decided on as a better deliverable for the project, which also increased cost.

This letter respectfully requests an amendment to authorize an additional \$13,735 to complete the study, as shown in **Table 1**. HEC is not proposing any changes in billing rates and costs will continue to be billed on a time and materials basis; therefore, if actual costs are lower than additional budget authorized, the entire amount will not be spent. If approved, the total budget will increase from \$36,230 to \$49,965. Please review this request and call with any questions or comments.

**Table 1**  
**Transportation Funding Analysis Additional Budget Request**

		HEC	Outreach	Mapping	Direct Costs	Total
Authorized Budget	a	\$21,590	\$9,225	\$5,075	\$340	\$36,230
Amount Spent To Date (rounded)	b	\$18,000	\$8,600	\$13,250	\$0	\$39,850
Amount Billed to Project through 8/31	c	\$17,845	\$8,574	\$5,075	\$0	\$31,494
Cost Estimate to Complete Project	d	\$10,200	\$4,750	\$5,000	\$340	\$20,290
Est. Total Cost	e = b+d	\$28,200	\$13,350	\$18,250	\$340	\$60,140
<b>Estimated Additional Budget</b>	<b>f = e-a</b>	<b>\$6,610</b>	<b>\$4,125</b>	<b>\$13,175</b>	<b>\$0</b>	<b>\$23,910</b>
less adjustment	g	(\$2,000)		(\$8,175)		(\$10,175)
<b>Total Request</b>	<b>h = f+g</b>	<b>\$4,610</b>	<b>\$4,125</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$13,735</b>
<b>Total Amended Authorized Budget</b>	<b>i = a+h</b>	<b>\$26,200</b>	<b>\$13,350</b>	<b>\$10,075</b>	<b>\$340</b>	<b>\$49,965</b>

Sincerely,

A handwritten signature in blue ink, appearing to read "CR Hansford".

Catherine R. Hansford  
HANSFORD ECONOMIC CONSULTING LLC

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## STAFF REPORT

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

**Meeting Date:** April 12, 2023

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

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that West Coast Paving, Inc. (“West Coast”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Desatoya ADA Improvements Community Development Block Grant Project (“Project”) and to award Contract No. 23300297 (“Contract”) for the Project to West Coast for a total not to exceed amount of \$305,800.00.

**Staff Summary:** This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching and curb ramp modifications. The not to exceed amount of \$305,800.00 includes the base bid amount of \$278,000.00, plus a 10% contingency amount of \$27,800.00. The engineer’s estimate for the Project was \$306,603.00.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

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### **Proposed Motion**

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if necessary.

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

The Project improvements include replacing existing, and reconstructing new, pedestrian curb ramps to be ADA compliant; replacing substandard or hazardous sidewalks; ensuring pedestrian landing areas are ADA compliant; enhancing crosswalk safety at intersections; and associated roadway pavement and drainage replacement, as needed, in areas where curb and sidewalk are being reconstructed. Improvements are at the intersections of Desatoya Drive / La Loma Drive and Desatoya Drive / Monte Rosa Drive.

Notice to Contractors was published in the Reno Gazette Journal and posted through NGEM on March 2, 2023. Four bids were opened at approximately 11:30 a.m. on March 23, 2023, via online Cisco Webex bid opening. Present during the opening were: Dee Westmoreland, ARMAC Construction, LLC; Cliff Helmholz, Sierra Nevada Construction, Inc.; Jess Schley, West Coast; Andy Good, Good Construction; Brianna Greenlaw and Kate Allen, Carson City Public Works; Alexis Philippi, EO Office Specialist and Carol Akers, Purchasing and Contracts.

The following bids were received:

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>
1. West Coast	\$278,000
2. V&C Construction, Inc.	\$327,588
3. Sierra Nevada Construction, Inc.	\$347,007
4. ARMAC Construction, LLC	\$362,964.70

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

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

NRS Chapter 338

#### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project #P303523001, Community Development Grant Program, Construction Account 2750620-507010, and RTC Safety Improvements Project # P303517008, Regional Transportation fund, Capital Improvements / 2503035-507010,

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved,

- The Grant fund, Community Development Grant Program, Construction Account 2750620-507010, which has an available balance of \$330,000 in Fiscal Year ("FY") 2023, will be reduced by \$278,000.00.
- The Regional Transportation fund, Safety Improvements, Project # P303517008 which has an available balance of \$322,504.52 in FY 2023, will be reduced by \$27,800.00.

#### **Alternatives**

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

#### **Supporting Material**

-Exhibit-1: Draft Contract No. 23300297

-Exhibit-2: Contract No. 23300297 Bid Tabulation Report

#### **Board Action Taken:**

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Contract No: 23300297

### Title: Desatoya Drive CDBG ADA Improvements Project

THIS CONTRACT made and entered into this 12<sup>th</sup> day of April 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and West Coast Paving, Inc., hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 23300297, titled **Desatoya Drive CDBG ADA Improvements 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 and all required documents are received and signed by all parties.

#### 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. 23300283 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the link on the Carson City Website <https://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: 23300297**

**Title: Desatoya Drive CDBG ADA Improvements Project**

## **3. CONTRACT TERM AND LIQUIDATED DAMAGES:**

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

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

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

## **4. NOTICE:**

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

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

Jeffrey Sander, President  
West Coast Paving, Inc.  
PO Box 19102  
Reno, NV 89509  
775-852-3101  
[jsander@westcosatpaving.net](mailto:jsander@westcosatpaving.net)

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

Title: Desatoya Drive CDBG ADA Improvements Project

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Seventy Eight Thousand Dollars and 00/100 (\$278,000.00).

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

Title: Desatoya Drive CDBG ADA Improvements Project

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

Title: Desatoya Drive CDBG ADA Improvements Project

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

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

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

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

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

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

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300297**

**Title: Desatoya Drive CDBG ADA Improvements Project**

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## **9. PREFERENTIAL EMPLOYMENT:**

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

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

## **10. REMEDIES:**

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

## **11. LIMITED LIABILITY:**

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

## **12. FORCE MAJEURE:**

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

## **13. INDEMNIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

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

### 16. BUSINESS LICENSE:

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

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

### 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

### 18. WAIVER OF BREACH:

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

### 19. SEVERABILITY:

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

### 20. ASSIGNMENT / DELEGATION:

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

### 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

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

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

### **22. PUBLIC RECORDS:**

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

### **23. CONFIDENTIALITY:**

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

### **24. FEDERAL FUNDING:**

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

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

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

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

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

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300297**

**Title: Desatoya Drive CDBG ADA Improvements Project**

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

**25. LOBBYING:**

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

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

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

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

**26. GENERAL WARRANTY:**

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

**27. PROPER AUTHORITY:**

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

**28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**29. GOVERNING LAW / JURISDICTION:**

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

**30. ENTIRE CONTRACT AND MODIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

Title: Desatoya Drive CDBG ADA Improvements Project

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

## **31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

### **ACKNOWLEDGMENT AND EXECUTION:**

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

#### **CARSON CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

#### **CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, 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# 23300297  
Project# P303523001  
Account # 2750620-507010**

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

Dated \_\_\_\_\_

### **PROJECT CONTACT PERSON:**

Brianna Greenlaw, Project Manager  
Telephone: 775-283-7083

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300297

## Title: Desatoya Drive CDBG ADA Improvements Project

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

## CONTRACTOR

BY: Jeffrey Sander

**TITLE:** President

**FIRM:** West Coast Paving, Inc.

**CARSON CITY BUSINESS LICENSE #: BL-002660**

NEVADA CONTRACTORS LICENSE #: 0050397A

**Address:** PO Box 19102

Telephone: 775-852-3101

**E-mail Address:** isander@westcoastpaving.net

**(Signature of Contractor)**

**DATED**

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

Copyright © 2014, 2011 by Pearson Education, Inc.

(Signature of Notary)

(Notary Stamp)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300297**

**Title: Desatoya Drive CDBG ADA Improvements Project**

## **CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 12, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300297** and titled **Desatoya Drive CDBG ADA Improvements Project**.

Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 12th day of April 2023

**ATTEST:**

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WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 12th day of April 2023

# PERFORMANCE BOND

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

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

**KNOW ALL PERSONS 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# 23300297** and titled **Desatoya Drive CDBG ADA Improvements 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# 23300297** and titled **Desatoya Drive CDBG ADA Improvements 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 PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_  
as Principal, hereinafter called  
CONTRACTOR, and

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) \_\_\_\_\_  
a

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# 23300297 and titled Desatoya Drive CDBG ADA Improvements Project** in accordance with  
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is  
hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 23300297 and titled **Desatoya Drive CDBG ADA Improvements Project**

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

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.

## CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300297, PWP # CC-2023-241, for the Project Title: Desatoya Drive CDBG ADA Improvements.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: March 20, 2023

West Coast Paving, Inc.

Principal

By:

Great American Insurance Company

Surety

By:

*Andrea Cantlon* Andrea Cantlon, Attorney-In-Fact

## GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21731

## POWER OF ATTORNEY

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

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
CAREY MORGAN		
SHELLY DEMARAY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of MAY 2022.

Attest



Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY



Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of MAY 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

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

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

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

## CERTIFICATION

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

Signed and sealed this

20th

day of

March

, 2023



Assistant Secretary



## **23300297 (PWP# CC-2023-241) Addendum 1**

### **West Coast Paving, Inc.**

### **Supplier Response**

#### **Event Information**

Number: 23300297 (PWP# CC-2023-241) Addendum 1  
Title: Desatoya Drive CDBG ADA Improvements Project  
Type: Invitation for Bid  
Issue Date: 3/2/2023  
Deadline: 3/23/2023 11:00 AM (PT)  
Notes: **Summary:** Carson City is accepting sealed bids for all labor, materials, equipment, and incidentals necessary for the Desatoya Drive CDBG ADA Improvements Project. This federally funded project will enhance crosswalk safety and will implement ADA accessibility at two intersections that are highly used pedestrian routes for students walking to and from school. The project improvements include replacing sidewalk, curb and gutter in poor condition, constructing new curb ramps designed to improve pedestrian safety, and replacing associated roadway pavement necessary to facilitate installation of the improvements.

**Project # P303523001/GRANT # 22/PF/01**

**PWP# CC-2023-241**

**Engineers Estimate: \$306,603.00**

**Horizontal Project**

#### **Contact Information**

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



## West Coast Paving, Inc. Information

Contact: Jess Schley  
 Address: PO Box 19102  
 Reno, NV 89511  
 Phone: (775) 852-3101  
 Email: jschley@westcoastpaving.net

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

Jess Schley  
 Signature

jschley@westcoastpaving.net  
 Email

Submitted at 3/23/2023 10:17:29 AM (PT)

## Requested Attachments

### Bid Bond Form

Bid Bond.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Info.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### 5% Subcontractors Information

5% Sub Info.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.  
 Contractor MUST Self-List.

### 1% Subcontractor Information

1% Sub Info.pdf

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab.  
 Contractor MUST Self-List. Email to CAkers@carson.org.

### Affidavit Under 23 USC Section 112(c)

Affidavit 23 USC Section.pdf

This document is required at time of bid opening from CG. You can download this document from the "Attachments" Tab.

### Section 1352 of Title 31 Form

GC Cert Section 1352.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

### Wage Comparison Worksheet

Wage Comparison Worksheet.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

### Certification of Auth & Understanding

Cert of Auth and Understanding.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

### CDBG-Buy America & Lobbying Certifications/Required Clauses

Buy America.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

### CDBG-Certification Regarding Debarment

Debarment.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

**CDBG-DBE Race Neutral Goal**

Exhibit A DBE.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

**CDBG-Equal Employment Opportunity**

Cert RE EEO.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

**CDBG-Lobbying Assurances**

Lobbying Assurances.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

**CDBG-Section 3 Certifications**

Cert of Proposed Contractor RE Section 3.pdf

This document is required at time of bid opening from General Contractor. You can download this document from the "Attachments" Tab.

**UEI Number**

UEI.pdf

Contractor to provide proof of current registration with Sam.gov for GC and all Subs

**List of Subcontractors & Suppliers Bidding**

No response

Required Form-Due at 5pm after bid opening-Email to Cakers@carson.org

**Project Workforce Checklist**

No response

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

**Section 3-Estimated Workforce Breakdown**

Workforce Breakdown.pdf

Due at time of bid from General Contractor and before award from Subs

**Section 3 Contractors Plan**

Sample Contractor Section 3 Plan.pdf

Due from GC at time of bid. Can find form under attachment tab

**Bid Attributes****1 Contractor's License**

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a Class A in connection with the award of the contract to him.

Contractors and subcontractors are required to hold a valid Contractor's license of a class corresponding to the work to be done, in accordance with the provisions of NRS 624, prior to being awarded a contract.

Acknowledged (Acknowledged )

**2 Acknowledgement of Addendums**

List amount of addendums acknowledged

I acknowledge Addendum No. 1

3

**References:**

Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (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.

**Exhibit A****Information to be included:**

1. Company Name
2. Mailing Address
3. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

Acknowledged (Acknowledged )

4

**Substitutions**

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.

Acknowledged (Acknowledged )

5

**Prevailing Wage (State Prevailing Wage & Davis Bacon Act)**

Acknowledgement of State Prevailing Wages for Carson County & Davis Bacon Wages included in the "Attachment" Tab are required for this project.

These rates have been verified within the last 48 hours of bid opening.

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

**Apprenticeship Utilization Request Form**

Titled "Request For Apprentice Availability On A Public Work"

**Apprenticeship Utilization Waiver Request Form**

Titled: "Apprenticeship Utilization Act Waiver Request"

**Apprenticeship Agreement Form**

Titled: "Apprentice Agreement"

**\*Sample\* Project Workforce Checklist**

Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR and ALL SUB-CONTRACTORS.

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

## POSTINGS AND NOTICES

**Notices and posters are to be placed in:**

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);

and

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

**Required Postings:**

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [https://labor.nv.gov/Employer/Employer\\_Posters](https://labor.nv.gov/Employer/Employer_Posters)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**\*\*\*SEE SPECIAL CONDITIONS FOR JOBSITE POSTER REQUIREMENTS**

Acknowledged (Acknowledged )

**Unique Entity ID (SAM.gov)**

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Acknowledged (Acknowledged )

Contractor will download the **OMB-Memorandum-M-22-11-Clean Document** found under the Attachments Tab of this bid and include in EVERY contract pertaining to this project.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A “construction material” as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin certifying materials comply with Buy America and BABA requirements as specified above. Submit the certification prior to installation of the material or product. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

Acknowledged (Acknowledged )

**Acknowledgement of Required Documents:**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening. Contractor must self-list. [\(Email to Cakers@carson.org\)](mailto:Cakers@carson.org)

**5%-Sub-Contractor Information**-Due at Bid Submission. Contractor must self-list

**Affidavit Under 23 USC Sec 112**-Due from GC at bid submission/Subs at award

**Authorization of Deductions**-Due First Week of Work

**Bid Bond**-Due at Bid Submission

**Buy America & Lobbying Certifications/Required Clauses**-Due at time of Bid

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Certification Regarding Debarment**-Due at time of Bid

**Certification For Fringe Benefits**-Due with first payroll for GC & Subs

**Certified Payroll Information**-Required first week of work by Generals and Subs

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**DBE Race Neutral Goal**-Due at time of Bid

**Election of Work Week**-Due First Week of Work GC & Subs

**Equal Employment Opportunity**-Due at time of Bid

**Grantee Notification Form**-General Contractor to complete their portion and email to [kaallen@carson.org](mailto:kaallen@carson.org) prior to award

**HUD 2516-Contracts & Subcontracts Activity**-Due before Award

**HUD 4010**-Document required to be included in all contracts

**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening [\(Email to Cakers@carson.org\)](mailto:Cakers@carson.org)

**Lobbying Assurances**-Due at time of Bid

**Material of Origin**-To be submitted with any Iron Submittal per Buy America requirements

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor 24 hours from bid opening [\(Email to Cakers@carson.org\)](mailto:Cakers@carson.org). Sub-Contractors before first week of work

**OMB-Memorandum-M-22-11-Clean**-Buy America-Required Document to be included in all Sub-Contractor contracts

**Rate of Pay**-Due first week of work GC & Subs-all employees

**Section 1352**-Required at time of bid opening from General Contractor/Prior to Pre-Construction Meeting from Sub-Contractors

**Section 3-Certifications**-Due at time of Bid from GC/Sub-Contractors at Award

**Section 3 Clauses**-to be in all sub-contracts

**Section 3-Estimated Workforce Breakdown**-Due at time of bid GC/Subs-Award

**Section 3-Permanent Work Force Form**-Due before precon GC & Subs

**Section 3-Provisions**-Required to be in all sub-contracts

**Section 3-Self Certification Form**-This form is filled out if there are Section 3 employees

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

**Supplemental Conditions 1,2,3,7,8 & 9**-Required to be included in all Sub-Contractor contracts

**UEI ID Sam.gov**-Provide proof of current registration for GC & Subs at time of bid

**Vendor Information**-Due at Bid Submission

**Wage Comparison & Qualitative Efforts Worksheet**- Wage Comparison Portion-Due from General at Bid

Submission/Sub-Contractors-Award. **Qualitative Efforts**-Due from GC & Subs if no Section 3 workers on project

**WH347**-Required for certified payroll submission. Must also use State Statement of Compliance

Acknowledged (Acknowledged )

**Acknowledgement & Execution of Bid Proposal****Exhibit A**

I the Bidder, 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: 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, 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 said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**Bid Lines****Package Header**

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: \$278,000.00

**Package Items****1.1 Mobilization/Demobilization**

Quantity: 1 UOM: LS Unit Price: \$36,796.00 Total: \$36,796.00

**1.2 Stormwater Pollution Prevention**

Quantity: 1 UOM: LS Unit Price: \$3,200.00 Total: \$3,200.00

**1.3 Project Sign**

Quantity: 2 UOM: EA Unit Price: \$2,400.00 Total: \$4,800.00

**1.4 Sawcut & Remove AC Pavement**

Quantity: 9310 UOM: SF Unit Price: \$3.40 Total: \$31,654.00

**1.5 Remove PCC Sidewalk/Curb Ramp**

Quantity: 1082 UOM: SF Unit Price: \$15.00 Total: \$16,230.00

**1.6 Remove PCC Curb & Gutter**

Quantity: 275 UOM: LF Unit Price: \$47.00 Total: \$12,925.00

**1.7 Remove and Relocate Sign & Post**

Quantity: 4 UOM: EA Unit Price: \$1,250.00 Total: \$5,000.00

**1.8 Obliterate Existing Striping**

Quantity: 1 UOM: LS Unit Price: \$2,200.00 Total: \$2,200.00

**1.9 Construct Full Depth Pavement Patch**

Quantity: 7525 UOM: SF Unit Price: \$9.00 Total: \$67,725.00

**1.10 Construct Type 1 PCC Curb & Gutter**

Quantity: 210 UOM: LF Unit Price: \$73.00 Total: \$15,330.00

**1.11 Construct Type A Sidewalk**

Quantity: 2120 UOM: SF Unit Price: \$15.00 Total: \$31,800.00

**1.12 Construct PCC Curb Ramp**

Quantity: 885 UOM: SF Unit Price: \$38.00 Total: \$33,630.00

**1.13 Adjust SSMH to Finished Grade****Exhibit A**

Quantity: 2 UOM: EA Unit Price:  Total:

**1.14 Adjust Water Valve to Finished Grade**

Quantity: 5 UOM: EA Unit Price:  Total:

**1.15 Adjust Survey Monument Box & Lid to Finished Grade**

Quantity: 1 UOM: EA Unit Price:  Total:

**1.16 Paint 24" White/Crosswalk Stop Bar Marking**

Quantity: 330 UOM: LF Unit Price:  Total:

**Response Total: \$278,000.00**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: West Coast Paving, Inc.	Federal ID No: 88-0469727 UEI/DUNS #: ECEXU6GEXMV1/167669618
Mailing Address: PO Box 19102	City, State, Zip Code: Reno, NV 89509
Telephone Number: 775-852-3101	Email: <a href="mailto:jsander@westcoastpaving.net">jsander@westcoastpaving.net</a>

<b>Contact Person/Title:</b>	
Name: Jeffrey Sander	Title: President
Mailing Address: PO Box 19102	City, State, Zip Code: Reno, NV 89509
Telephone Number: 775-852-3101	Email: <a href="mailto:jsander@westcoastpaving.net">jsander@westcoastpaving.net</a>

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 0050397A	
License Classification(s): A – General Engineering	Date Issued: 02/02/2006
Limitation(s) of License: \$7,000,000	Date of Expiration: 02/28/2025
Name of Licensee: West Coast Paving, Inc.	
<b>Carson City Business License Number: BL-002660-2020</b>	

Name of Licensee: West Coast Paving, Inc.		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:</b>		
<b>(1) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>Corporation:</b>		
<b>(2) Owner Name: Jeffrey Sander</b>		
Address: PO Box 19102		
City: Reno	State: NV	Zip Code: 89509
Telephone: 775-852-3101	Email: <a href="mailto:jsander@westcoastpaving.net">jsander@westcoastpaving.net</a>	
<b>(1) Other Title:</b>		
Name:		
<b>(2) Other Title:</b>		
Name:		



CA License #972431 | NV License #50397A

PO Box 19102 | Reno, Nevada 89511-0878  
 Phone (775) 852-3101 | Fax (775) 852-3131

March 24, 2023

City Hall – Executive Office  
 Attn: Carol Akers  
 201 North Carson Street, Suite 2  
 Carson City, NV 89701

**RE: Desatoya Drive CDBG ADA Improvements Project – PWP: CC-2023-241**

Dear Carol:

Below is a list of Project References requested for the above reference Bid.

Company Name:	Mailing Address:	Telephone Number:	E-Mail:	Project Title:	Amount of Contract:	Scope of Work:
University of Nevada Reno	1664 N. Virginia Street Reno, NV	775-682-9257	<a href="mailto:benglish@unr.edu">benglish@unr.edu</a>	UNR Parking Reconstruction	\$1,500,00	Reconstruct Parking Lot
Carson City Public Works	3505 Butti Way Carson City, NV	775-283-7462	<a href="mailto:jafreeman@carson.org">jafreeman@carson.org</a>	Lakeview Storm Drain Project	\$513,180	Storm Drain Improvements
City of Sparks	431 Prater Way Sparks, NV	775-353-5555	<a href="mailto:rschricke@cityofsparks.us">rschricke@cityofsparks.us</a>	CDBG Road Rehabilitation	\$1,256,160	Road Reconstruction

Please do not hesitate to reach out to us with any questions or concerns.

Sincerely,

*Jess Schley*

Jess Schley  
 Project Manager  
 West Coast Paving, Inc.

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

Contract No.:

Contractor: West Coast Paving, Inc.

Project No(s).: PWP: CC-2023-241

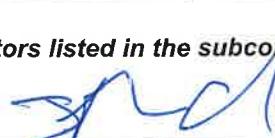
Address: PO Box 19102Total Bid Amount \$ 278,000Reno, NV 89509

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
West Coast Paving, Inc. PO Box 19102 Reno, NV 89509	/ ECEXU6GEXMV1	775-852-3101	1 - 16	0050397A	\$7,000,000
Chuck Construction, Inc. 2205 Reno Highway Fallon, NV 89316	2L19EKFJIV4H9	775-820-8802	10,11,12	78906 78907	\$8,200,000
Surface Prep & Maintenance 4430 Dennis Lane, Reno, NV 89512	MBS4WJAR8MTL3	775-823-7843	4,5,6,9,10,11,12	77645	\$1,500,000

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

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

  
3/23/23  
 Contractor's Signature

Telephone No. 775-852-3101.

**BIDDER SUBCONTRACTOR INFORMATION**

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

Contract No.:

Contractor: West Coast Paving, Inc.

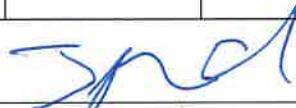
Project No(s).: PWP: CC-2023-241

Address: PO Box 19102Bid Amount \$ 278,000Reno, NV 89509

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
West Coast Paving, Inc. PO Box 19102 Reno, NV 89509	/ ECEXU6GEXMV1 775-852-3101	1 - 16	0050397A	\$7,000,000	Traffic Control, Demo and Grubbing, Paving and Striping, Utility cutters
Check Construction Inc. 3303 Hwy 31 Fuller, NV 89466	2L19EKFJN4A9 775-426-8802	10,11,12	78906 78907	\$8,200,000	Form/Pour Concrete
Justice Prep & Maintenance 4430 Dennis Lane Reno, NV 89512	MB54UAR8MT69 775-823-7882	4,5,6,9,10 11,12	77645	\$1,500,000	Trucking

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



Contractor's Signature



Date

Telephone No. 775-852-3101

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: pwp # CC-2023-241Contractor: West Coast Paving, Inc.

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
West Coast Paving, Inc.	775-832-3101	50277A	\$7,000,000	Yes No	Yes No	Yes No
Check Construction Inc.	775-626-8802	70906 71907	\$8,000,000	Yes No	Yes No	Yes No
Surface Prep & Maintenance	775-623-7063	77645	\$1,500,000	Yes No	Yes No	Yes No
Valley Concrete Inn.	775-329-0656	32380	\$3,000,000	Yes No	Yes No	Yes No
Action Concrete	775-357-5046	87489	\$1,000,000	Yes No	Yes No	Yes No
Granite Construction Materials	775-843-7103	N/A	N/A	Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

Email to Cakers@carson.org

### Certification of Authorization and Understanding

Project Name: Desatoya Drive CDBG ADA Improvements Project

Project Number: PWP: CC-2023-241

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

Jennifer Smith

Payroll Officer (Name)



Payroll Officer (Signature)

West Coast Paving, Inc.

(Name of Contractor/Subcontractor)

By



(Owner's Signature)

President

(Title)

005037A

(Contractor/Subcontractor License Number)

3/23/23

(Date)

### Conflict of Interest Disclosure Form

Date:

Project: PWP: CC-2023-241

Title: Desatoya Drive CDBG ADA Improvements Project

Name: Jeffrey Sander

Position: President

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



I have no conflict of interest to report.



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

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

Signature:



Date:

3/23/23

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NEVADA 89706  
PHONE (775) 684-1890  
FAX (775) 687-6409  
E-Mail: [mail1@labor.nv.gov](mailto:mail1@labor.nv.gov)

STATE OF NEVADA  
Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER  
3300 W. SAHARA AVE. SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE (702) 486-2650  
FAX (702) 486-2660  
E-Mail: [publicworks@labor.nv.gov](mailto:publicworks@labor.nv.gov)

**Project Workforce Checklist**

PWP# CC-2023-241

Contract No.: \_\_\_\_\_ Project Name: Desatoya Drive CDBG ADA Improvements

Contractor/Subcontractor: West Coast Paving, Inc.

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A ✓	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A ✓	Yes	No
Cement Mason (Can also include Laborers)	Yes	No	N/A ✓	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A ✓	Yes	No
Elevator Constructor	Yes	No	N/A ✓	Yes	No
Floor Coverer	Yes	No	N/A ✓	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A ✓	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A ✓	Yes	No
Iron Worker, can also include fence erectors (steel/iron)	Yes	No	N/A ✓	Yes	No
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes ✓	No	N/A	Yes	No ✓
Lubrication and Service Engineer	Yes	No	N/A ✓	Yes	No
Mechanical Insulator	Yes	No	N/A ✓	Yes	No
Millwright	Yes	No	N/A ✓	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes ✓	No	N/A	Yes	No ✓
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A ✓	Yes	No
Pile Driver (non-equipment)	Yes	No	N/A ✓	Yes	No
Plasterer	Yes	No	N/A ✓	Yes	No
Plumber/Pipefitter	Yes	No	N/A ✓	Yes	No

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

Refrigeration	Yes	No	N/A	✓	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	✓	Yes	No
<b>Sheet Metal Worker</b> , can also include air balance technician.	Yes	No	N/A	✓	Yes	No
<b>Soils and Materials Tester</b> , includes certified soil tester	Yes	No	N/A	✓	Yes	No
<b>Sprinkler Fitter</b>	Yes	No	N/A	✓	Yes	No
<b>Surveyor (non-licensed)</b>	Yes	No	N/A	✓	Yes	No
<b>Taper</b>	Yes	No	N/A	✓	Yes	No
<b>Tile/Terrazzo Worker/Marble Mason</b>	Yes	No	N/A	✓	Yes	No
<b>Traffic Barrier Erector (See Laborers)</b>	Yes	No	N/A	✓	Yes	No
<b>Truck Driver</b>	Yes	No	✓	N/A	Yes	No
<b>Well Driller</b> (see also Operating Engineer)	Yes	No	N/A	✓	Yes	No
<b>Other*:</b>	Yes	No	N/A	Yes	No	
	Yes	No	N/A	Yes	No	
	Yes	No	N/A	Yes	No	
	Yes	No	N/A	Yes	No	

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: Morgan Strauser, Project Coordinator

Date: 3/24/23

Contractor Name: West Coast Paving, Inc.

## STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
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

## 2023 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, 2022**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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

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

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

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

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

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

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

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

## REQUIRED FEDERAL CLAUSES (Construction Contracts Exceeding \$100,000)

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

*NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.*

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to

Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **CIVIL RIGHTS (EEO, TITLE VI & ADA)**

The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681-1683 and 1685-1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd-290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101-6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332,

FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, , the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.

- 2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
  - a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
  - b. **Sex**-The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

- d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

#### **ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

#### **TERMINATION PROVISIONS**

- 1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.
- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is

permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

#### **DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BUY AMERICA**

The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds \$150,000 in value. Consultant must submit to City the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

Certification requirement for procurement of steel, iron, or manufactured products (*to be submitted with each bid or offer exceeding \$100,000*).

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

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

Date 3/23/23

Signature 

Company Name West Coast Paving, Inc.

Title President

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION**

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.
- 3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.
- 5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*to be submitted with each bid or offer exceeding \$100,000*).

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, West Coast Paving, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

  
Jeffrey Sander, President Signature of Contractor's Authorized Official  
3/23/23 Name/Title of Contractor's Authorized Official  
Date

### **CLEAN AIR**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN WATER**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the

appropriate EPA Regional Office.

- 2) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.
- 3) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

- 1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate

(including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and Trainees –**

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a

percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to

include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

## **CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

- 1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**BONDING****Bid Bond Requirements (Construction)****(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

**(b) Rights Reserved**

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City) shall prove inadequate to fully recompense City for the damages occasioned by default, then the undersigned bidder agrees to indemnify City and pay over to City the difference between the bid security and City's total damages, so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

**(a) Performance bonds**

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

**(b) Payment bonds**

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

**Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

**Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

**Warranty of the Work and Maintenance Bonds**

The Contractor warrants to City, the Architect and/or Engineer that all materials and equipment furnished

under this Contract will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

### **SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.00%. A separate contract goal has not been established for this project.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

*Nevada Governor's Office of*  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

Supplemental Condition #1

**EQUAL OPPORTUNITY CLAUSE FOR CONTRACTS UNDER \$10,000**

Note: This clause must be included in all contracts and subcontracts \$10,000 and under.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Supplemental Condition #2****EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000**

Note: This clause must be included in all construction contracts and subcontracts \$10,000 and over.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

(6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Supplemental General Condition #3****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS  
(CONSTRUCTION OVER \$10,000)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen,

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

solicitations to minority and female contractor associations and other business associations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more, or their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications shall implement affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Supplemental Condition #7****CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

**Compliance with Air and Water Acts**

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed under the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Supplemental Condition #8****SPECIAL CONDITIONS PERTAINING TO HAZARDS  
SAFETY STANDARDS AND ACCIDENT PREVENTION****A. Lead-Based Paint Hazards**

(Applicable to contracts or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

**B. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives close to such property, at least 8 hours before blasting is done. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

**C. Danger Signals and Safety Devices**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Supplemental Condition #9****UNFAIR TRADE PRACTICES**

Grantees or sub grantees recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

**Restrictions on Public Buildings and Public Works Projects**

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country –

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or sub grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (10) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

Nevada Governor's Office of  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

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

**INSTRUCTIONS**

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

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

**CERTIFICATION**

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

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

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

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

Jeffrey Sander, President

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Name & Title of Bidder/Contractor (Please Type)



Signature

3/23/23

Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY****INSTRUCTIONS**

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

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

**CERTIFICATION**

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

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

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

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

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Cheek Construction LLC 3303 Reno Highway Fallon NV 89406

Name & Address of Subcontractor (Please Type)

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*Kyle Cheek*

Signature

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03-23-2023

Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY****INSTRUCTIONS**

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

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

**CERTIFICATION**

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

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

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

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

Surface Prep & Maintenance 4430 Bennie Ln, Reno NV 89512  
Name & Address of Subcontractor (Please Type)

Don M Church  
Signature

3-24-23  
Date

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CHECK ONE:

5 – 8 hour days  
 4 – 10 hour days

WAGE COMPARISON WORKSHEET

Project Name Desatoya Drive CDBG ADA Improvements Project Location Carson City, NV Date 3/23/23

Date & Modification of Federal Wage Rates # NV20230011 3/3/2023 Date of State Rates 10/1/2022 N. NV Rural Counties

Classification	Group		Area Zone	Federal Rate			State Rate			Rate To Be Paid			Fed/State	
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Laborer (gen)	L1	L1			30.05	15.02	45.07	45.53	0	45.53	45.53	0	45.53	State
Laborer (shoveler)	L3	L3			30.30	15.02	45.32	45.78	0	45.78	45.78	0	45.78	State
Laborer (jackhammer)	L3	L3			32.79	30.36	63.15	45.78	0	45.78	32.79	30.36	63.15	Fed
Laborer (raker/pipe)	L4	L4			30.55	15.02	45.57	46.03	0	46.03	46.03	0	46.03	State
Laborer (frmn)		L4A						48.53	0	48.53	48.53	0	48.53	State
Laborer (striping/frmn)	L5A	L5A			32.80	15.02	47.82	46.33	0	46.33	32.80	15.02	47.82	Fed

Notes:

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

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE:

3/23/23

Company Name: West Coast Paving, Inc.

**CHECK ONE:**

5 – 8 hour days  
 4 – 10 hour days

**WAGE COMPARISON WORKSHEET**

Project Name Desatoya Drive CDBG ADA Improvements Project Location Carson City, NV Date 3/23/23

Date & Modification of Federal Wage Rates # NV20230011 3/3/2023

Date of State Rates

10/1/2022 N. NV Rural Counties

Classification	Group		Area Zone	Federal Rate			State Rate			Rate To Be Paid			Fed/State	
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Operator (Skid Steer)		O3			38.37	24.80	63.17	66.97	0	66.97	66.97	0	66.97	State
Operator (Skip Loader)		O4			35.46	24.80	60.26	67.71	0	67.71	67.71	0	67.71	State
Oper/Labor (Concrete Saw)	L3	O6			30.30	15.02	45.32	68.18	0	68.18	68.18	0	68.18	State
Operator (Paver/Roller)		O8			36.92	24.80	61.72	69.02	0	69.02	69.02	0	69.02	State
Operator (Mechanic)	O8A	O9			50.67	30.85	81.52	69.34	0	69.34	50.67	30.85	81.52	Fed
Operator (Loader)		O10			38.03	27.79	65.82	69.69	0	69.69	69.69	0	69.69	State
Oper. Engineer		O10A			38.37	24.80	63.17	69.88	0	69.88	69.88	0	69.88	State

Notes:

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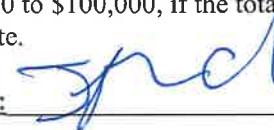
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The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to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

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE:



3/23/23

Company Name: West Coast Paving, Inc.

**CHECK ONE:**

5 – 8 hour days  
 4 – 10 hour days

**WAGE COMPARISON WORKSHEET**

Project Name Desatoya Drive CDBG ADA Improvements Project Location Carson City, NV Date 3/23/23

Date & Modification of Federal Wage Rates # NV20230011 3/3/2023 Date of State Rates 10/1/2022 N. NV Rural Counties

Classification	Group		Area Zone	Federal Rate			State Rate			Rate To Be Paid			Fed/State		
	Fed	State	Fed	State	(if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Operator (paver)		11				36.92	24.80	61.72	70.12	0	70.12	) " # \$	"	70.12	State
Operator (foreman)		Foreman							71.76	0	71.76	71.76	0	71.76	State
Flagperson	Lab	3A				27.18	15.02	42.20	49.21	0	49.21	49.21	0	49.21	State
Truck Driver						39.99	23.58	63.57	28.72	0	28.72	39.99	23.58	63.57	Fed

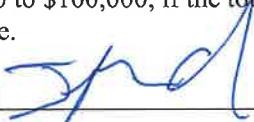
Notes:

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

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE:



3/23/23

Company Name: West Coast Paving, Inc.

Office Use Only: Contract #: \_\_\_\_\_

**\*\*Disadvantaged Business Enterprise (DBE) Race Neutral Goal 0.72%\*\***

**To be filled out by contractor:**

Title of Project: Desatoya Drive CDBG ADA Improvements Project Advertised Bid #: 22/PF/01  
 Base Bid/Proposal Amount: \$ 278,000

  
 Contractor's Signature

3/23/23  
 Date

DBE Firm Name Surface Prep and Maintenance

Confirmation of DBE Participation \_\_\_\_\_

(signature can be obtained after bid award is determined)

% of Base Bid: 6 % Approximate Amount of DBE's Portion: \$ 16,680

Firm Address: 4430 Dennis Lane, Reno, NV 89512

DBE Certification # & Expiration: NV20365401NULP - 1/25/24

Contact Person: Kevin Worum Phone #: 775-323-6775

Scope of work:

Aggregate haul - procurement and trucking

Office Use Only  
 Site Monitor: \_\_\_\_\_ Site Visit Date (s): \_\_\_\_\_

DBE Certification Verified: Yes or No

1. Does it appear the DBE firm is performing the work specified?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does it appear the DBE contractor is managing their portion of the project & using their employees?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does it appear the DBE contractor is providing the equipment for their items of work?

Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*Duplicate form for additional DBE Firms\*\*\*

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

STATE OF Nevada }  
COUNTY OF Washoe } SS

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

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

(Insert Exceptions, attach additional sheets)

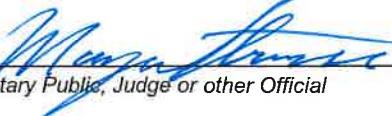
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the **City of Carson City** will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating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

  
Signature  
\_\_\_\_\_  
  
Title  
\_\_\_\_\_

Sworn to before me this 23 day of March, 20 23

(SEAL)



  
Notary Public, Judge or other Official  
\_\_\_\_\_

# GENERAL CONTRACTOR

## CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

### RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

Jeffrey Sander

Name (please type or print)

  
Signature

President

Title

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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

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

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

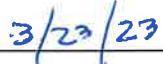
West Coast Paving, Inc.

Name of Contractor or Subcontractor

Jeffrey Sander, President

Name and Title of Authorized Representative

  
Signature

  
Date

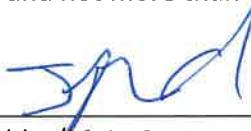
**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR**

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

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

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

Signature



\_\_\_\_\_  
Bidder/Main Contractor: Authorized Official

3/23/23  
\_\_\_\_\_  
Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****LOBBYING ASSURANCES - SUBCONTRACTOR**

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

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

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

Signature *Kyle Cheek*  
Subcontractor: Authorized Official

03-23-2023  
Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****LOBBYING ASSURANCES - SUBCONTRACTOR**

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

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

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

Signature Ann M Church  
Subcontractor: Authorized Official

3-24-23  
Date

## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### I. PURPOSE

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who reside in government-assisted housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

### II. APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount exceeds \$100,000.

### III. DEFINITIONS

*Applicant* means any entity which makes a application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

*Business concerns* means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of Business activity for which it was formed.

*Contractor* means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance or for work in connection with Section3 covered project.

*Employment opportunities generated by Section 3 covered assistance* means all employment opportunities generated by the expenditure of Section 3 covered projects, including architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerks, etc.

*Housing and Community Development Assistance* means any financial assistance made available through any grant, loan, loan guarantee, cooperative agreement, or contract.

*New hires* mean full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 business concern means a business concern, as defined in this section—

- (1) that is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 Business Concern.”

*Section 3 Clause* means the contract provisions set forth in 135.38.

*Section 3 covered activity* means any activity, which is funded by CDBG.

*Section 3 covered contract* means a contract or subcontract involving work generated by a recipient or contractor. Section 3 covered contracts do not include procurements activities which involve contracts only for the purchase of materials.

*Section 3 resident* is an individual who resides in the county, which the Section 3 covered assistance is expended, and who is:

- (1) a public housing resident; or
- (2) *a low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2), means families (including single person) whose income do not exceed 80 per centum of the median income for the area; or
- (3) *a very low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2), means families (including single person) whose income do not exceed 50 per centum of the median income for the area.

A person seeking preference for providing Section 3 training and employment bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

*Service area* means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which Section 3 covered assistance is expected.

## COMMUNITY DEVELOPMENT BLOCK GRANT

### SECTION 3 PROVISIONS FOR CONTRACTS

#### PURPOSE

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent Feasible, be directed to low- and very low-income persons, particularly those who reside. In government-assisted housing, and to business concerns which provide economic Opportunities to low- and very low-income persons.

#### APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the project amount exceeds \$200,000.

#### DEFINITIONS

*Applicant* means any entity which makes an application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian Housing authority, Indian tribe, or other public body, public or private nonprofit Organization, private agency or institution, mortgagor, developer, limited dividend Sponsor, builder, property manager, community housing development organization (CHO), resident management corporation, resident council, or cooperative association.

*Contractor* means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in § 75.3(a)(1).

*Public housing* project is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

*Section 3 project* means a project defined in § 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

COMMUNITY DEVELOPMENT BLOCK GRANT  
**SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

### SECTION 3:

All contractors and subcontractors shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

## Section 3 Clause

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
- F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment

shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permeant workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

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

West Coast Paving, Inc. - Desatoya Drive CDBG ADA Improvements Project - Project #: P303523001

Name of Contractor Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract;
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (if the project exceeds \$200,000);
- c) No segregated facilities will be maintained.

Jeffrey Sander, President

Print or type Name & Title of Person Signing



3/23/23

Signature Date

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

## SAMPLE CONTRACTOR SECTION 3 PLAN

West Coast Paving, Inc. agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within the City or County of

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

West Coast Paving, Inc.

As officers and representatives of (Name of contractor)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

Title President

Date 3/23/27

Signature 

### Section 3: Estimated Work Force Breakdown

*To be completed by Contractors during the bidding process:*

1. Contractor name and Address:  West Coast Paving, Inc. PO Box 19102 Reno, NV 89509	2. Dollar Amount of Contract  <b>\$ 278,000</b>	3. Project Name  Desatoya Drive CDBG ADA Improvements Project		
	4. Construction Manager  <b>Tom Sawyer</b>	5. Phone number:  775-852-3101		
<b>Employment &amp; Training</b>				
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>
Technicians	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
Office/Clerical	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>Construction by Trade (List)</b>				
Trade - Operators	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>
Trade - Labourers	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>
Trade				
Trade				
Trade				
Apprenticeship	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>
Other (list)				

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968.

Please estimate the number of positions needed for the project and the estimated work force breakdown necessary to complete the project.

List the number of new hires for each job category that will be employed on this project that are Section 3 residents or low to moderate income persons

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income or very low-income persons, particularly persons who are recipients of HUD assistance for housing. Nothing shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

Dec-10



# WEST COAST PAVING, INC.

Unique Entity ID <b>ECEXU6GEXMV1</b>	CAGE / NCAGE <b>5FM65</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 6, 2024</b>	
Physical Address <b>99 W Arroyo ST Reno, Nevada 89509-2802</b>	Mailing Address <b>P.O. Box 19102 Reno, Nevada 89512-3803</b>	
United States	United States	

## Business Information

Doing Business as (blank)	Division Name <b>West Coast Paving, Inc.</b>	Division Number (blank)
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <a href="http://www.westcoastpaving.net/">http://www.westcoastpaving.net/</a>

## Registration Dates

Activation Date <b>Mar 9, 2023</b>	Submission Date <b>Mar 7, 2023</b>	Initial Registration Date <b>Apr 30, 2009</b>
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## Entity Dates

Entity Start Date <b>Jun 1, 2000</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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## Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty,

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types****Business Types**

Entity Structure

Entity Type

Organization Factors

**Corporate Entity (Not Tax Exempt)****Business or Organization****Subchapter S Corporation**

Profit Structure

**For Profit Organization****Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments

Debt Subject To Offset

**No****No**

EFT Indicator

CAGE Code

**0000****5FM65****Electronic Funds Transfer**

Account Type

Routing Number

Lock Box Number

**Checking****\*\*\*\*\*5980****(blank)**

Financial Institution

Account Number

**WESTERN ALLIANCE BANK****\*\*\*\*\*003****Automated Clearing House**

Phone (U.S.)

Email

Phone (non-U.S.)

**7758523101****(blank)****(blank)**

Fax

**7758523131****Remittance Address****WEST COAST PAVING, INC.****P.O. Box 19102****Reno, Nevada 89511****United States****Taxpayer Information**

EIN

Type of Tax

Taxpayer Name

**\*\*\*\*\*9727****Applicable Federal Tax****West Coast Paving Inc**

Tax Year (Most Recent Tax Year)

Name/Title of Individual Executing Consent

TIN Consent Date

**2021****President****Mar 7, 2023**

Address

Signature

**2375 E. 4TH Street****JEFF SANDER****Reno, Nevada 89511****Points of Contact****Accounts Receivable POC**

**Electronic Business**

9 Jeffrey Sander, President jsander@westcoastpaving.net 7754558013	P.O. Box 19102 Reno, Nevada 89511 United States
Jess Schley jschley@westcoastpaving.net 7758523101	P.O. Box 19102 Reno, Nevada 89511 United States

**Government Business**

9 Jeffrey Sander jsander@westcoastpaving.net 7754558013	P.O. Box 19102 Reno, Nevada 89511 United States
Jess Schley jshley@westcoastpaving.net 7758523101	P.O. Box 19102 Reno, Nevada 89511 United States

**Service Classifications****NAICS Codes**

Primary Yes	NAICS Codes	NAICS Title
	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>221121</b>	<b>Electric Bulk Power Transmission And Control</b>
	<b>221320</b>	<b>Sewage Treatment Facilities</b>
	<b>237110</b>	<b>Water And Sewer Line And Related Structures Construction</b>
	<b>237120</b>	<b>Oil And Gas Pipeline And Related Structures Construction</b>
	<b>237130</b>	<b>Power And Communication Line And Related Structures Construction</b>
	<b>237210</b>	<b>Land Subdivision</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>238210</b>	<b>Electrical Contractors And Other Wiring Installation Contractors</b>
	<b>238910</b>	<b>Site Preparation Contractors</b>
	<b>532412</b>	<b>Construction, Mining, And Forestry Machinery And Equipment Rental And Leasing</b>
	<b>541330</b>	<b>Engineering Services</b>

**Size Metrics****IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>\$25,000,000.00</b>	<b>121</b>
	<b>42</b>

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>\$25,000,000.00</b>	<b>121</b>
	<b>42</b>

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
<b>Construction Aggregate</b>	<b>\$20,000,000.00</b>
<b>Construction Per Contract</b>	<b>\$10,000,000.00</b>

States

**California**

**Nevada**

Counties

**(blank)**

Metropolitan Statistical Areas

**(blank)**



# CHEEK CONSTRUCTION LLC

Exhibit B

Unique Entity ID <b>ZL19EKJV4A9</b>	CAGE / NCAGE <b>7JAF9</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 16, 2024</b>	
Physical Address <b>3303 Reno HWY</b> <b>Fallon, Nevada 89406-9303</b> <b>United States</b>	Mailing Address <b>3303 Reno Highway</b> <b>Fallon, Nevada 89406-6356</b> <b>United States</b>	

## Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <a href="http://www.cheekconstruction.com">www.cheekconstruction.com</a>

## Registration Dates

Activation Date <b>Feb 20, 2023</b>	Submission Date <b>Feb 16, 2023</b>	Initial Registration Date <b>Jan 3, 2016</b>
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## Entity Dates

Entity Start Date <b>Feb 10, 2014</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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## Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

## Business Types

**Socio-Economic Types****Exhibit B**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	7JAF9

**Points of Contact****Electronic Business**

✉	3303 Reno Highway
Kyle Cheek, Owner	Fallon, Nevada 89406
	United States

**Government Business**

✉	3303 Reno Highway
Kyle Cheek, Owner	Fallon, Nevada 89406
	United States

**Past Performance**

✉	3303 Reno Highway
Christy Lattin	Fallon, Nevada 89406
	United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	238110	Poured Concrete Foundation And Structure Contractors
	236210	Industrial Building Construction
	238190	Other Foundation, Structure, And Building Exterior Contractors

**Disaster Response**

This entity does not appear in the disaster response registry.



Exhibit B

# SURFACE PREP & MAINTENANCE

Unique Entity ID <b>MB54WAR8MTC3</b>	CAGE / NCAGE <b>6UFX0</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 11, 2023</b>	
Physical Address <b>4430 Bennie LN</b>	Mailing Address <b>4430 Bennie LN</b>	
<b>Reno, Nevada 89512-1077</b>	<b>Reno, Nevada 89512-1024</b>	
<b>United States</b>	<b>United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Nov 15, 2022</b>	Submission Date <b>Nov 11, 2022</b>	Initial Registration Date <b>Jan 30, 2013</b>
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## Entity Dates

Entity Start Date <b>Aug 8, 2011</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**No**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

## Exhibit B

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

## Business Types

Entity Structure	Entity Type	Organization Factors
<b>Corporate Entity (Not Tax Exempt)</b>	<b>Business or Organization</b>	(blank)

Profit Structure

**For Profit Organization**

## Socio-Economic Types

**Self Certified Small Disadvantaged Business****Economically Disadvantaged Women Owned****Small Business****Woman Owned Small Business****Woman Owned Business****DOT Certified DBE**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
<b>No</b>	<b>No</b>

EFT Indicator	CAGE Code
<b>0000</b>	<b>6UFX0</b>

## Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
<b>Checking</b>	<b>*****0782</b>	(blank)
Financial Institution	Account Number	
<b>BANK OF THE WEST</b>	<b>*****7974</b>	

## Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
<b>7758237882</b>	<b>(blank)</b>	<b>(blank)</b>

Fax

(blank)

## Remittance Address

**SURFACE PREP & MAINTENANCE**  
**4430 Bennie Lane**  
**Reno, Nevada 89512**  
**United States**

## Taxpayer Information

EIN	Type of Tax	Taxpayer Name
<b>*****0177</b>	<b>Applicable Federal Tax</b>	<b>Surface Prep &amp; Maintenance</b>
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
<b>2020</b>	<b>President</b>	<b>Nov 11, 2022</b>
Address	Signature	
<b>4430 Bennie LN</b>	<b>Ann M Church</b>	
<b>Reno, Nevada 89512</b>		

## Points of Contact

**Accounts Receivable POC****Exhibit B**♀  
**Kasey Leary****kasey@surfacepandm.com****7758237882****Electronic Business**♀  
**Ann Church, President**  
**surfacepandm@gmail.com**  
**7758237882**Ann Church  
**surfacepandm@gmail.com**  
**7758237882****Government Business**♀  
**Kevin Warren**  
**kevin@surfacepandm.com**  
**7758237882**Ann Church  
**surfacepandm@gmail.com**  
**7758237882****Party Performing Certification POC**♀  
**Ann Church**  
**surfacepandm@gmail.com**  
**7758237882****Past Performance**♀  
**Joe Kraus**  
**joe@surfacepandm.com**  
**7752216090**  
**7758237882 (Non-US Phone)**Ann Church  
**surfacepandm@gmail.com**  
**7758237882****Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	<b>238990</b>	<b>All Other Specialty Trade Contractors</b>
	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>238320</b>	<b>Painting And Wall Covering Contractors</b>
	<b>484110</b>	<b>General Freight Trucking, Local</b>
	<b>484220</b>	<b>Specialized Freight (Except Used Goods) Trucking, Local</b>
	<b>488119</b>	<b>Other Airport Operations</b>
	<b>488999</b>	<b>All Other Support Activities For Transportation</b>

**Product and Service Codes**PSC  
**Z1BD**  
**Z1LB**

PSC Name

**Maintenance Of Airport Runways And Taxiways****Maintenance Of Highways, Roads, Streets, Bridges, And Railways****Size Metrics****IGT Size Metrics**

Annual Revenue (from all IGTs)  
**(blank)**

## Exhibit B

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>\$1,200,340.00</b>	<b>6</b>

## Location

Annual Receipts (in accordance with 13 CFR 121) **(blank)** Number of Employees (in accordance with 13 CFR 121) **(blank)**

## Industry-Specific

## Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

## Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

**BID# 23300297 Desatoya Drive CDBG ADA Improvements Project****Date and Time of Bid Opening: 3/23/2023 @ 11:30am**

				West Coast Paving, Inc.		V & C Construction, Inc.		Sierra Nevada Construction, Inc.		armac Construction	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$36,796.00	\$36,796.00	\$29,000.00	\$29,000.00	\$15,015.40	\$15,015.40	\$56,300.00	\$56,300.00
1.2	Stormwater Pollution Prevention	1	LS	\$3,200.00	\$3,200.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$6,200.00	\$6,200.00
1.3	Project Sign	2	EA	\$2,400.00	\$4,800.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00
1.4	Sawcut & Remove AC Pavement	9310	SF	\$3.40	\$31,654.00	\$9.00	\$83,790.00	\$3.00	\$27,930.00	\$6.80	\$63,308.00
1.5	Remove PCC Sidewalk/Curb Ramp	1082	SF	\$15.00	\$16,230.00	\$4.00	\$4,328.00	\$3.80	\$4,111.60	\$5.60	\$6,059.20
1.6	Remove PCC Curb & Gutter	275	LF	\$47.00	\$12,925.00	\$13.00	\$3,575.00	\$22.00	\$6,050.00	\$22.00	\$6,050.00
1.7	Remove and Relocate Sign & Post	4	EA	\$1,250.00	\$5,000.00	\$700.00	\$2,800.00	\$600.00	\$2,400.00	\$1,670.00	\$6,680.00
1.8	Obliterate Existing Striping	1	LS	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$2,670.00	\$2,670.00
1.9	Construct Full Depth Pavement Patch	7525	SF	\$9.00	\$67,725.00	\$15.00	\$112,875.00	\$15.00	\$112,875.00	\$13.10	\$98,577.50
1.10	Construct Type 1 PCC Curb & Gutter	210	LF	\$73.00	\$15,330.00	\$56.00	\$11,760.00	\$165.00	\$34,650.00	\$112.00	\$23,520.00
1.11	Construct Type A Sidewalk	2120	SF	\$15.00	\$31,800.00	\$12.00	\$25,440.00	\$35.00	\$74,200.00	\$17.00	\$36,040.00
1.12	Construct PCC Curb Ramp	885	SF	\$38.00	\$33,630.00	\$36.00	\$31,860.00	\$55.00	\$48,675.00	\$42.00	\$37,170.00
1.13	Adjust SSMH to Finished Grade	2	EA	\$1,800.00	\$3,600.00	\$2,400.00	\$4,800.00	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00
1.14	Adjust Water Valve to Finished Grade	5	EA	\$1,800.00	\$9,000.00	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$1,600.00	\$8,000.00
1.15	Adjust Survey Monument Box & Lid to Finished Grade	1	EA	\$1,800.00	\$1,800.00	\$750.00	\$750.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
1.16	Paint 24" White/Crosswalk Stop Bar Marking	330	LF	\$7.00	\$2,310.00	\$17.00	\$5,610.00	\$10.00	\$3,300.00	\$13.00	\$4,290.00
Schedule A: Base Bid Items				\$278,000.00		\$327,588.00		\$347,007.00		\$362,964.70	

**Carson City is recommending award to West Coast Paving, Inc. and is tentatively scheduled for approval and award at the April 12, 2023 Regional Transportation Commission meeting.**

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## STAFF REPORT

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

**Meeting Date:** April 12, 2023

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

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“ISS”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the District 5 Medical Parkway Pavement Preservation Project (“Project”) and to award Contract No. 23300283 (“Contract”) for the Project to ISS for a total not to exceed amount of \$484,954.98.

**Staff Summary:** This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching, utility improvements, pavement preservation, and curb ramp modifications. The not to exceed amount of \$484,954.98 includes the base bid amount of \$440,868.16, plus a 10% contingency amount of \$44,086.82. The engineer’s estimate for the Project was \$550,000.00.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

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### **Proposed Motion**

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if necessary.

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

The Project includes pavement preservation on Medical Parkway between Carson Street and around the Medical Parkway loop. Local road pavement preservation is also planned for Silver Oak Drive, Presti Lane, and Vista Lane. In addition, this Project includes some curb ramp modifications, pavement patching, and striping.

Notice to Contractors was published in the Reno Gazette Journal and posted through NGEM on January 31, 2023. Three bids were opened at approximately 11:30 a.m. on February 28, 2023 via online Cisco Webex bid opening. Present during the opening were: Timothy Whited and Dee Westmoreland, ARMAC Construction, LLC; Darcy Carpenter, Sierra Nevada Construction, Inc.; Wesley Sosa and Randy Contreras, ISS; Kate Allen, Carson City Public Works and Carol Akers, Purchasing and Contracts.

#### **Bidder**

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>
1. ISS	\$440,868.16
2. Sierra Nevada Construction, Inc.	\$494,007
3. ARMAC Construction, LLC	\$704,959.20

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

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

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project #P303523003, Regional Transportation Fund, Capital Improvements / 2503035-507010, Grant Fund, ARPA grant / 2750600-507010, and Water Fund, Capital Improvements account / 5203505-507010.

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved,

- The Regional Transportation fund, Capital Improvements account / 2503035-507010, which has an available balance of \$439,907 in Fiscal Year (“FY”) 2023, will be reduced by \$261,113.77.
- The ARPA funds, account / 2750600-507010, which has an available balance of \$250,000 in Fiscal Year 2023, will be reduced by \$196,291.21.
- The Water funds, account / 5203505-507010, which has an available balance of \$27,550 in Fiscal Year 2023, will be reduced by \$27,550.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Draft Contract No. 23300283

-Exhibit-2: Contract No. 23300283 Bid Tabulation Report

**Board Action Taken:**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Contract No: 23300283

### Title: District 5 – Medical Parkway Pavement Preservation Project

THIS CONTRACT made and entered into this 12<sup>th</sup> day of April 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Intermountain Slurry Seal, Inc., hereinafter referred to as “**CONTRACTOR**”.

#### WITNESSETH:

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

**WHEREAS**, this Contract involves a “public work,” which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONTRACTOR’S** compensation under this agreement (does X) (does not       ) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in Exhibit B; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300283**, titled **District 5 – Medical Parkway Pavement Preservation Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

#### 1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission and all required documents are received and signed by all parties.

#### 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. 23300283 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the link on the Carson City Website <https://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: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

**3. CONTRACT TERM AND LIQUIDATED DAMAGES:**

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

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

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

**4. NOTICE:**

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

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

Shawn St Jacques, Chief Estimator  
Intermountain Slurry Seal, Inc.  
1120 Terminal Way  
Reno, NV 89502  
775-358-1355  
[shawn.st.jacques@gcinc.com](mailto:shawn.st.jacques@gcinc.com)

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

**5. COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Forty Thousand Eight Hundred Sixty Eight Dollars and 16/100 (\$440,868.16).

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: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

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

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

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

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

**8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

**9. PREFERENTIAL EMPLOYMENT:**

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

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

**10. REMEDIES:**

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

**11. LIMITED LIABILITY:**

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

**12. FORCE MAJEURE:**

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

**13. INDEMNIFICATION:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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.

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation 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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

**16. BUSINESS LICENSE:**

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

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

**17. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**18. WAIVER OF BREACH:**

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

**19. SEVERABILITY:**

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

**20. ASSIGNMENT / DELEGATION:**

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

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

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

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

**22. PUBLIC RECORDS:**

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

**23. CONFIDENTIALITY:**

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

**24. FEDERAL FUNDING:**

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

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

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

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

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

**25. LOBBYING:**

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

- 25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**26. GENERAL WARRANTY:**

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

**27. PROPER AUTHORITY:**

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

**28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**29. GOVERNING LAW / JURISDICTION:**

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

**30. ENTIRE CONTRACT AND MODIFICATION:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CARSON CITY**  
Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Sheri Russell-Benabou, 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# 23300283  
Project# P303523003  
Account # 2503035-507010  
2750600-507010  
5203505-507010**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

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

## CONTRACTOR

BY: Shawn St. Jacques

**TITLE:** Chief Estimator

**FIRM:** Intermountain Slurry Seal, Inc.

**CARSON CITY BUSINESS LICENSE #: BL-002477**

NEVADA CONTRACTORS LICENSE #: 0023657

**Address:** 1120 Terminal Way

**City:** Reno      **State:**

**Zip Code:** 89502

Telephone: 775-358-1355

**E-mail Address:** shawn.st.jacques@gcinc.com

— 11 —

**(Signature of Contractor)**

**DATED**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
ss

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

(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: 23300283**  
**Title: District 5 – Medical Parkway Pavement Preservation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 12, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300283** and titled **District 5 – Medical Parkway Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 12<sup>th</sup> day of April 2023

**ATTEST:**

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 12<sup>th</sup> day of April 2023

# PERFORMANCE BOND

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

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

**KNOW ALL PERSONS 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# 23300283** and titled **District 5 – Medical Parkway Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID# 23300283** and titled **District 5 – Medical Parkway Pavement Preservation Project**

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

Printed Name of Principal:

Attest By:

(Signature of Notary)

Subscribed and Sworn before me this \_\_\_\_\_ day of

,20\_\_\_\_

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

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

## NOTICE:

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

# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_  
as Principal, hereinafter called  
CONTRACTOR, and

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) \_\_\_\_\_  
a

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# 23300283** and titled **District 5 – Medical Parkway Pavement Preservation Project** in  
accordance with drawings and specifications prepared by CITY and which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 23300283 and titled District 5 – Medical Parkway Pavement Preservation Project

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

BY:	(signature of Principal)
TITLE:	
FIRM:	
Address:	L.S.
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.



Risk Management

**Form  
Bond Rate Notification**

*The form is to be completed by the Risk Management Dept. and returned to the Estimator along with the processed bid documents. These rates are effective 01/26/2021 and apply to projects valued less than \$150M.*

TO: Randy Contreras (Estimator/Office)

The Risk Management Dept. has determined that the cost of the bonds for this job will be calculated using the following bond rate: (Premiums are calculated per thousand dollars of bond amount)

- \$ 2.20 – Paving, overlays, rotomilling, surfacing, resurfacing & repair to existing overlay
- \$ 4.50 – All Other Projects Isabel Barron / 831-768-4020
- \$ 1.00 – **Warranty Bonds** (should a performance bond be issued, applies to warranty amount after the first 12 months whether a separate bond is required or not)
- \$ 2.20 – Supply Bonds
- Surcharge – 0.4% of the performance and payment bond premium per month for each month over 24.

Please include the consideration of these amounts (if applicable) in your bids:

- ♦ Miscellaneous Bonds (notary, stop notice, reclamation, license, etc.) will be calculated at the \$4.00 rate.
- ♦ There is a \$150 minimum charge for all bonds. \$215 in Washington State. \$250 for Retainage Bonds.
- ♦ If a project required a bid bond &/or a commitment letter from the sureties and the contract bond(s) are waived or not required by the Owner, the GREATER of the following will be charged:
  - \$7.00 per thousand of the bid bond amount, or
  - \$7.00 per thousand of 10% of the contract value

**For Risk Management Dept. use only:**

Obligee: Carson City Public Works

Bid Date: 2/28/23 Contract/Project #: Medical Parkway Pavement Preservation

Approval for Signature Under the Guidelines of GCI's Corporate Risk Management Department:

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

Date: \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

required line item must be completed in order to submit the response. Click "Save" (to save your responses), extended pricing will display after clicking save.

2. Bid forms are to be submitted on the forms provided and must be or electronically signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the Bid and cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.
3. Response Submission – Enter full name (required) and your email address (required). Click "Error Check Response" to determine if you have missed any required fields. Click "Submit Response". A successfully submitted response will display "Response Submitted" followed by the date and time stamp in the Response Status Field. "Retract" to make changes to the submitted bid response. A retracted bid response is no longer considered submitted. The user must submit a retracted bid response again.
4. Carson City will not consider a Bid that fails to comply with the above stated requirements. All Bids must be received prior to the date and time specified.

## F. Documents Necessary for Submittal

The Bid Bond, Bid Forms, Bidder's Preference Certificate of Eligibility (if applicable) and any other documents required as defined in Response Attachments and shall be included with the electronic submission. **Do not return the entire spec book with the Bid.** Carson City will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

## G. Bid Security

1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Carson City in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to Carson City as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. (Refer to Documents # 2151 and 2152). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security may be forfeited to the City as liquidated damages, not as penalty. All checks must indicate the Payee as "Carson City, Nevada" and reflect the Bid Title and Number. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.
2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to the City.
3. The City will have the right to hold the Bid Security of Bidders to whom an award is being considered until either: (a) the Contract has been executed and bonds have been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

## H. Quantities

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Intermountain Slurry Seal, Inc., as "Principal," and Travelers Casualty and Surety Company of America as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent (5%) of Bid Amount dollars (\$.5% of Bid Amount) 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 # P303523003, PWP # CC-2023-192, for the Project Title: Medical Parkway Pavement Preservation.

NOW, THEREFORE,

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

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

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

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

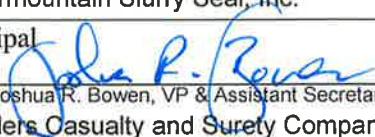
Signed, Sealed and dated: February 16, 2023



Intermountain Slurry Seal, Inc.

Principal

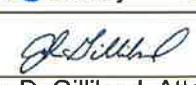
By:

  
Joshua R. Bowen, VP & Assistant Secretary

Travelers Casualty and Surety Company of America

Surety

By:

  
John D. Gilliland, Attorney-in-Fact



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

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz)

On February 16, 2023 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

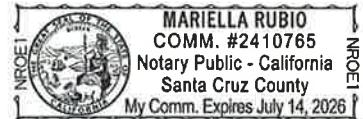
personally appeared John D. Gilliland,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature  (Seal)

Mariella Rubio, Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John D Gilliland** of **WATSONVILLE, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

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

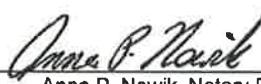
  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

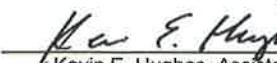
**FURTHER RESOLVED**, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **February 16, 2023**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## 23300283 (PWP-CC-2023-192) Addendum 2

### INTERMOUNTAIN SLURRY SEAL INC

### Supplier Response

#### Event Information

Number: 23300283 (PWP-CC-2023-192) Addendum 2  
Title: District 5-Medical Parkway Pavement Preservation Project  
Type: Invitation for Bid  
Issue Date: 1/31/2023  
Deadline: 2/28/2023 11:00 AM (PT)  
Notes: **Summary: This is a Federally Funded Project**  
The project includes but is not limited to wide crack repair, Type 3 Modified rapid setting slurry seal, pavement reconstruction and re-striping of Medical Parkway and Silver Oak Drive, as well a small area of road reconstruction Presti Way.

**Project# P303523003**

**Engineers Estimate: \$550,000.00**

This Project is deemed a **Horizontal** Construction Project.



#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: Suite 2  
City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7362  
Fax: 1 (775) 887-2286  
Email: [cakers@carson.org](mailto:cakers@carson.org)

# INTERMOUNTAIN SLURRY SEAL INC Information

Address: 1120 Terminal Way  
 Reno, NV 89502  
 Phone: (775) 691-7232  
 Email: iss.bidinfo@gcinc.com

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

Shawn St Jacques

shawn.st.jacques@gcinc.com

Signature

Email

Submitted at 2/28/2023 10:40:35 AM (PT)

## Requested Attachments

### Bid Bond Form

BID BOND.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Imfomation.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### References

References.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractors Information

5%.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

Contractor MUST Self-List.

### 1% Subcontractor Information

1%.pdf

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab. Contractor MUST Self-List. Email to CAkers@carson.org.

### Affidavit Under 23 USC Section 112(c)

Affidavit Under 23 USC Section 112 (c).pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Section 1352 of Title 31 Form

Section 1352 of Title 31 Form.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### SF-LLL Disclosure of Lobbying

Disclosure of Lobbying.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Wage Comparison Worksheet

Wage Comparsion.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Certification of Auth & Understanding

Cert of Authorization and Understanding.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### List of Subcontractors & Suppliers Bidding

List of Subcontractos and Suppliers Bidding.pdf

Required Form-Due at 5pm after bid opening-Email to Cakers@carson.org

### UEI Number

UEI Number.pdf

Contractor to provide proof of current registration with Sam.gov for GC and all Subs before contract executed.

### State Prevailing Wages

State Prevailing Wage Rates.pdf

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

Due 24 hours after bid submission from apparent low General Contractor-email to [Cakers@carson.org](mailto:Cakers@carson.org)

## Bid Attributes

### 1 Contractor's License

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a Class A in connection with the award of the contract to him.

Acknowledged (Acknowledged )

### 2 Acknowledgement of Addendums

List amount of addendums acknowledged

Addendum 1 and Addendum 2

### 3 References:

Submit (**In Response Attachments**) at least (3) contracts of a similar nature performed by your firm in the last (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.

#### Information to be included:

1. Company Name
2. Mailing Address
3. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

Acknowledged (Acknowledged )

### 4 Substitutions

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.

Acknowledged (Acknowledged )

### 5 Prevailing Wages (State/Local)

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued.

Acknowledged (Acknowledged )

### 6 Prevailing Wage (Davis Bacon Act)

Acknowledgement of Davis Bacon Wages included in the "Attachment" Tab.  
These rates have been verified within the last 48 hours of bid opening.

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

**Apprenticeship Utilization Request Form**

Titled "Request For Apprentice Availability On A Public Work"

**Apprenticeship Utilization Waiver Request Form**

Titled: "Apprenticeship Utilization Act Waiver Request"

**Apprenticeship Agreement Form**

Titled: "Apprentice Agreement"

**\*Sample\* Project Workforce Checklist**

Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR.

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

## POSTINGS AND NOTICES

**Notices and posters are to be placed in:**

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);

and

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

**Required Postings:**

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [https://labor.nv.gov/Employer/Employer\\_Posters](https://labor.nv.gov/Employer/Employer_Posters)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

**\*\*\*SEE SPECIAL CONDITIONS FOR JOBSITE POSTER REQUIREMENTS**

Acknowledged (Acknowledged )

**Unique Entity ID (SAM.gov)**

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Acknowledged (Acknowledged )

**Acknowledgement & Execution of Bid Proposal****Exhibit A**

I the Bidder, 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: 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, 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 said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**1 REQUIRED DOCUMENTS-ARPA****1 Acknowledgement of Required Documents:**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening-**General Contractor must Self-List (Email to Cakers@carson.org)**

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor must Self-List**

**Affidavit Under 23 USC Section 112(c)**-Due from General at Bid Submission/Sub Contractors Award

**Appendix II Part 200**-Required document to be included in all subcontracts

**Bid Bond**-Due at Bid Submission

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Certified Payroll Information**-Required first week of work by Generals and Subs

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening (**Email to Cakers@carson.org**)

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening (**Email to Cakers@carson.org**)

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor & Sub-Contractors 24 hours from bid opening (**Email to Cakers@carson.org**)

**Section 1352 Title 32 Form**-Due from General at Bid Submission/Sub contractors at preconstruction meeting

**SF-LLL-Disclosure of Lobbying Activities**-Due from General at Bid Submission/Sub-Contractors-Award

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

**UEI ID Sam.gov-Required Information**-Provide proof of current registration

**Vendor Information**-Due at Bid Submission

**Wage Comparison Worksheet**-Due from General at Bid Submission/Sub-Contractors-Award

Acknowledged (Acknowledged )

**Bid Lines****1 Package Header**

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: \$440,868.16

**Package Items****1.1 Mobilization/Demobilization**

Quantity: 1 UOM: LS Unit Price: \$4,200.00 Total: \$4,200.00

**1.2 Traffic Control**

Quantity: 1 UOM: LS Unit Price: \$6,600.00 Total: \$6,600.00

**1.3 Stormwater Pollution Prevention**

Quantity: 1 UOM: LS Unit Price: \$1,000.00 Total: \$1,000.00

**1.4 Furnish and Install Project Sign - See Attachment for Sign Details****Exhibit A**Quantity: 3 UOM: EA Unit Price: \$845.00 Total: \$2,535.00**1.5 Wide Crack Repair**Quantity: 4116 UOM: LF Unit Price: \$24.00 Total: \$98,784.00**1.6 Raise Water Valve**Quantity: 38 UOM: EA Unit Price: \$725.00 Total: \$27,550.00**1.7 Remove and Replace PCC Around Water Valve Can**Quantity: 1 UOM: EA Unit Price: \$660.00 Total: \$660.00**1.8 Pavement Patch**Quantity: 260 UOM: SF Unit Price: \$18.00 Total: \$4,680.00**1.9 Type 3-Modified Rapid Setting Slurry Seal**Quantity: 60300 UOM: SY Unit Price: \$3.22 Total: \$194,166.00**1.10 6" White Solid Stripe**Quantity: 15550 UOM: LF Unit Price: \$0.38 Total: \$5,909.00**1.11 6" White Hatching**Quantity: 710 UOM: LF Unit Price: \$0.38 Total: \$269.80**1.12 8" White Solid Stripe**Quantity: 1725 UOM: LF Unit Price: \$0.47 Total: \$810.75**1.13 6" White Dotted Stripe**Quantity: 1315 UOM: LF Unit Price: \$0.20 Total: \$263.00**1.14 4" White Parking Stall Stripe**Quantity: 1200 UOM: LF Unit Price: \$0.30 Total: \$360.00**1.15 4" White Skip Stripe**Quantity: 4115 UOM: LF Unit Price: \$0.18 Total: \$740.70**1.16 4" White Dotted Merge Stripe**Quantity: 175 UOM: LF Unit Price: \$0.18 Total: \$31.50**1.17 4" Double Solid Yellow Stripe**Quantity: 7256 UOM: LF Unit Price: \$0.47 Total: \$3,410.32**1.18 4" Double Solid -Skip Yellow Stripe**Quantity: 5400 UOM: LF Unit Price: \$0.18 Total: \$972.00**1.19 4" Solid Yellow Single Stripe**Quantity: 3270 UOM: LF Unit Price: \$0.30 Total: \$981.00**1.20 24" White Crosswalk Bars**Quantity: 2400 UOM: LF Unit Price: \$10.05 Total: \$24,120.00**1.21 24' White Stop Bars**Quantity: 200 UOM: LF Unit Price: \$10.05 Total: \$2,010.00**1.22 Yield Bar Shark Teeth**Quantity: 150 UOM: EA Unit Price: \$10.55 Total: \$1,582.50

**1.23 Bike Symbol****Exhibit A**Quantity: 35 UOM: EA

Unit Price:

\$13.25

Total:

\$463.75

**1.24 Right, Left and thru Turn Arrows**Quantity: 30 UOM: EA

Unit Price:

\$16.00

Total:

\$480.00

**1.25 Right-Thru Arrow**Quantity: 3 UOM: EA

Unit Price:

\$22.00

Total:

\$66.00

**1.26 Merge Arrow**Quantity: 2 UOM: EA

Unit Price:

\$23.00

Total:

\$46.00

**1.27 Bike Sharrows**Quantity: 1 UOM: EA

Unit Price:

\$22.00

Total:

\$22.00

**1.28 "ONLY"**Quantity: 6 UOM: EA

Unit Price:

\$19.50

Total:

\$117.00

**1.29 Remove Existing Sign, Install New Sign on Existing Post**Quantity: 13 UOM: EA

Unit Price:

\$116.00

Total:

\$1,508.00

**1.30 Install New Sign and Post**Quantity: 3 UOM: EA

Unit Price:

\$450.00

Total:

\$1,350.00

**1.31 Remove Existing Sign Post and Anchor**Quantity: 1 UOM: EA

Unit Price:

\$116.84

Total:

\$116.84

**1.32 Full Depth Reconstruct 3" AC on 6" Aggregate Base - Presti Ln.**Quantity: 6715 UOM: SF

Unit Price:

\$8.20

Total:

\$55,063.00

**Response Total: \$440,868.16**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Intermountain Slurry Seal, Inc.	Federal ID No: 87-0307259 UEI/DUNS #: 03-778-4089
Mailing Address: 1120 Terminal Way	City, State, Zip Code: Reno, NV 89502
Telephone Number: 775-358-1355	Email: randy.contreras@gcinc.com

<b>Contact Person/Title:</b>	
Name: Randy Contreras	Title: Project Manager
Mailing Address: 1120 Terminal Way	City, State, Zip Code: Reno, NV 89502
Telephone Number: 775-358-1355	Email: randy.contreras@gcinc.com

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 0023657	
License Classification(s): Class A - General Engineering	Date Issued: March 19, 1986
Limitation(s) of License: Unlimited	Date of Expiration: March 31, 2024
Name of Licensee: Intermountain Slurry Seal, Inc.	
<b>Carson City Business License Number:</b> BL-002477-2020 expires 12/31/2023	

Name of Licensee: Intermountain Slurry Seal, Inc.

**Disclosures of Principals:**

**Individual and/or Partnership:** Corporation - See Appendix A1 - List of Officers

**(1) Owner Name:**

Address:

City:

State:

Zip Code:

Telephone:

Email:

**(2) Owner Name:**

Address:

City:

State:

Zip Code:

Telephone:

Email:

**(1) Other Title:**

Name:

**(2) Other Title:**

Name:


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
City of San Antonio 114 West Commerce San Antonio, TX 78205	COSA Micro Pck 2 Contract Number: 23-01826-01 San Antonio, Texas Microsurfacing	Transportation	Prime Contractor	Faustino Benavidez (210)730-1754 Fax: N/A faustino.benavidez@sanantonio.gov	\$3,578,926
Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661	FHWA Pvmt Pres Lassen Contract Number: 69056720R000008 Mineral, California Microsurfacing and Chip Seal	Transportation	Prime Contractor	Kevin Gray (360)619-7700 Fax: N/A kevin.i.gray@dot.gov	\$4,314,469
State of Utah 4501 South 2700 West Salt Lake City, UT 84114	UDOT I 70 Fremont To Moore Contract Number: F-I70-2(59)92 Salina, Utah Microsurfacing	Transportation	Prime Contractor	Lyndon Friant (435)979-4558 Fax: N/A lyndon.friant@jonesanddemille.com	\$4,989,920
City of San Antonio 114 West Commerce San Antonio, TX 78205	COSA Onyx Pkg 4 Contract Number: 23-01850-04 San Antonio, Texas Onyx	Transportation	Prime Contractor	Carmen Varela-Rivas (210)207-8312 Fax: N/A carmen.varela-rivas@sanantonio.gov	\$974,365
City of San Antonio 114 West Commerce San Antonio, TX 78205	COSA Micro Pkg 5 Contract Number: 23-01850-05 San Antonio, Texas Microsurfacing	Transportation	Prime Contractor	Carmen Varela-Rivas (210)207-8312 Fax: N/A carmen.varela-rivas@sanantonio.gov	\$1,347,217
Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT 3861 Contract Number: 3861 Hawthorne, Nevada 1/2" Chip Seal with Fos Seal	Transportation	Prime Contractor	Reid Kaiser (775)229-5509 Fax: N/A reid.kaiser@hdriinc.com	\$1,481,604
City of Austin 625 E 10Th Street Austin, TX 78701	City Of Austin IDIQ Opt 2 Contract Number: CLMC740A Austin, Texas Slurry Seal	Transportation	Prime Contractor	Lynn Rich (512)974-7009 Fax: N/A lynn.rich@austin.texas.gov	\$2,043,671
Caltrans 1727 30Th Street Sacramento, CA 95816	Caltrans 01-OK4704 Contract Number: 01-OK4704 Smith River, California Microsurfacing	Transportation	Prime Contractor	Jess Clifton (707)498-3047 Fax: N/A jess.clifton@dot.ca.gov	\$673,796

Updated : February 2022

Appendix


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
South Jordan City Corporation 1600 West Town Center Drive South Jordan City, UT 84095	SOJO 2021 Micro Contract Number: N/A South Jordan, Utah Microsurfacing	Transportation	Prime Contractor	Deven Serr (801)253-5203 (801)253-5232 <a href="mailto:dserr@sjc.utah.gov">dserr@sjc.utah.gov</a>	\$443,945
City of Cupertino 10300 Torre Avenue Cupertino, CA 95014	Cupertino 2021 PMP Contract Number: 2021-106 Cupertino, California Microsurfacing Fog Seal	Transportation	Prime Contractor	Jo Anne Johnson (408)777-3245 Fax: N/A <a href="mailto:joanne@cupertino.org">joanne@cupertino.org</a>	\$892,296
City of Visalia 707 W Acequia Ave Visalia, CA 93291	Visalia 2021 Reclamite Contract Number: 1410-72000 Visalia, California Fog Seal	Transportation	Prime Contractor	Casey Chu (559)713-4491 Fax: N/A <a href="mailto:casey.chu@visalia.city">casey.chu@visalia.city</a>	\$915,915
City of Schertz 1400 Schertz Parkway Schertz, TX 78154	Schertz 2021 Spam Resurf Contract Number: 2021-015 Schertz, Texas Slurry Seal	Transportation	Prime Contractor	Julie Gohlke 210-619-1163 Fax: N/A <a href="mailto:jgohlke@schertz.com">jgohlke@schertz.com</a>	\$1,919,549
Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661	FHWA Pavement Pres Big Bend Contract Number: TXNPSPPBIBE2021(1) Alpine, Texas Chip Seal, Microsurfacing	Transportation	Prime Contractor	Robert Kolln (360)319-7898 (360)619-7932 <a href="mailto:robert.kolln@dot.gov">robert.kolln@dot.gov</a>	\$9,742,350
Utah, State Of 4501 South 2700 West Salt Lake City, Utah 84114	C UDOT US 191 Contract Number: F-0191(177)151 Green River, Utah Microsurfacing	Transportation	Prime Contractor	Kristopher Blanchard (435)259-503 Fax: N/A <a href="mailto:kjblanchard@utah.gov">kjblanchard@utah.gov</a>	\$801,975
Kilgore Companies PO Box 869 Magna, Utah 84044	C I-15 N Holden To Scipio Contract Number: F-I15-4(73)179 Scipio, Utah Microsurfacing	Transportation	Subcontractor	Winn Lindsey (801)971-2575 (801)252-2392 <a href="mailto:winn.lindsey@kilgorecontracting.com">winn.lindsey@kilgorecontracting.com</a>	\$1,353,209


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
Caltrans Attn Office Engineer Ms 43 1727 30Th Street <u>Sacramento, California 95816</u>	W Caltrans 07-4W5904 Contract Number: 07-4W5904 Ojai, California Place slurry seal and replace thermoplastic traffic stripe	Transportation	Prime Contractor	Houshang Shohet (805)857-7072 Fax: N/A houshang.shohet@dot.ca.gov	\$3,244,698
Nevada Department of Transportation Headquarters 1263 South Stewart Street <u>Carson City, Nevada 89712</u>	INT NV NDOT 3897 SR 722 Contract Number: 3897 Austin, Nevada Chip Seal	Transportation	Prime Contractor	Reid Kaiser (775)229-5509 Fax: N/A reid.kaiser@hdrinc.com	\$2,402,226
State of Colorado 4201 East Arkansas Ave Room 117 Denver, Colorado 80222	INT CO CDOT US 50B Micro Contract Number: C21825 LA Junta, Colorado Microsurfacing	Transportation	Prime Contractor	Jeffery Ward (719)546-5776 Fax: N/A jeffery.ward@state.co.us	\$1,225,580
Washington City 111 North 100 East Washington, Utah 84780	INT UT Washington City Slurry Contract Number: N/A Washington City, Utah Slurry Seal	Transportation	Prime Contractor	Andy Stevens (435)656-6317 Fax: N/A astevens@washingtoncity.org	\$656,388
Federal Highway Administration 610 East Fifth Street Vancouver, Washington 98661	INT ND FHWA North Dakota Pvmt Contract Number: 69056722F000036 Medora, North Dakota Chip Seal, Microsurfacing	Transportation	Prime Contractor	Michael Kendro (360)619-7659 Fax: N/A michael.kendro@dot.gov	\$4,325,564
City of Lubbock 1625 13Th Street Room 204 Lubbock, TX 79401	INT TX Lubbock Micro & Scrub Contract Number: 16326 Lubbock, Texas Microsurfacing and Scrub Seal	Transportation	Prime Contractor	Shane Childers (806)775-3682 Fax: N/A schilders@mail.ci.lubbck.tx.us	\$2,517,430
State of Utah 4501 South 2700 West Salt Lake City, Utah 84114	INT UT UDOT I-15 S Cedar Contract Number: F-I15-2(84)58 Cedar City, Utah Microsurfacing	Transportation	Prime Contractor	Riley Champneys (435)680-6707 Fax: N/A rchampneys@utah.gov	\$874,713


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
City of Killeen 907 West Jasper Drive Killeen, Texas 76542	INT TX Killeen Slurry Contract Number: PO 222033 Killeen, Texas Microsurfacing	Transportation	Prime Contractor	Paul Hopkins (254)616-3153 Fax: N/A phopkins@killeentexas.gov	\$648,738
Bluffdale City Corporation 2222 West 14400 South Bluffdale, UT 84065	INT UT Bluffdale Road Maint Contract Number: N/A Bluffdale, Utah Slurry Seal	Transportation	Prime Contractor	Marcia Adler (801)849-9434 Fax: N/A madler@bluffdale.com	\$548,900
Hurricane City 147 North 870 West Hurricane, Utah 84737	INT UT Hurricane Chip Seal Contract Number: N/A Hurricane, Utah Chip Seal	Transportation	Prime Contractor	Arthur Lebaron (435)635-2811 X113 (435)635-4284 arthur@cityofhurricane.com	\$1,039,133
State of Utah 4501 South 2700 West Salt Lake City, Utah 84114	INT UT UDOT Sr-68; 1000 N Contract Number: F-0068(135)61 Salt Lake City, Utah Microsurfacing	Transportation	Prime Contractor	Marwan Farah (385)415-5900 Fax: N/A mfarah@utah.gov	\$571,126
State of Utah 4501 South 2700 West Salt Lake City, Utah 84114	INT UT UDOT I-15; Beaver Contract Number: F-I15-3(49)106 Beaver, Utah Microsurfacing	Transportation	Prime Contractor	Devin Monroe (435)893-4767 Fax: N/A dmonroe@utah.gov	\$1,653,019
County of San Luis Obispo Public Works and Transportation 1055 Monterrey Street San Luis Obispo, California 93408	INT CA Slo CO Joc Micro Contract Number: JOC 21-MICRO Various Locations, California Microsurfacing	Transportation	Prime Contractor	Evelyn Sanchez (805)781-5399 Fax: N/A esanchez@co.slo.ca.us	\$1,448,423
Federal Highway Administration 610 East Fifth Street Vancouver, Washington 98661	INT WA FHWA Cascades Natl Park Contract Number: WANPSPNOCA2021(1) Sedro Woolley, Washington Micro Crack AC Patching, Earth Wall and Stripping	Transportation	Prime Contractor	Susan Ellis (360)619-7818 Fax: N/A susan.ellis@dot.gov	\$2,024,434
State of Wyoming Department Of Transportation 5300 Bishop Blvd Cheyenne, Wyoming 82009	INT WA WYDOT D1 Chip Seal Contract Number: STP-PM-B221017 Various, Wyoming Chip Seal	Transportation	Prime Contractor	Kevin Erickson (307)777-4157 Fax: N/A kevin.erickson@wyo.gov	\$3,324,152

Updated : February 2022

Appendix


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
City of Reno P.O. Box 1900 Reno, NV 89505	INT NV Cor Prev Mnt Contract Number: F100117 Reno, Nevada Slurry Seal	Transportation	Prime Contractor	Kaitlin Redmon (775)334-2437 Fax: N/A redmonk@reno.gov	\$2,917,834
State of New Mexico Department Of Transportation PO Box 1149 Santa Fe, New Mexico 87504	INT NM NMDOT D5 Micro Contract Number: PO#80500-0000358578 Chama, New Mexico Microsurfacing	Transportation	Prime Contractor	Jason Douglas (505)699-9143 Fax: N/A jason.douglas@state.nm.us	\$1,083,329
City of San Antonio 114 West Commerce San Antonio, Texas 78205	INT TX Cosa 2022 Micro Pkg 5 Contract Number: 23-03838-05 San Antonio, Texas Microsurfacing	Transportation	Prime Contractor	Carmen Varela-Rivas (210)207-8312 Fax: N/A carmen.varela-rivas@sanantonio.gov	\$1,789,275
Pulaski County 201 South Broadway Suite 440 Little Rock, Arkansas 72207	INT AR Pulaski County Cape Contract Number: ITB 22-T-002 Little Rock, Arkansas Cape Seal	Transportation	Prime Contractor	Shane Ramsey (501)340-6800 Fax: N/A sramsey@pulaskicounty.net	\$10,119,378
Caltrans 1727 30Th Street Sacramento, CA 95816	INT CA Caltrans 01-0L0004 Contract Number: 01-0L0004 Willow Creek, California Microsurfacing	Transportation	Prime Contractor	Ethan Rutherford (707) 223-0030 Fax: N/A Ethan.Rutherford@dot.ca.gov	\$1,104,965
City of Fair Oaks Ranch 7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015	INT TX Fair Oaks Ranch Micro Contract Number: N/A Fair Oaks Ranch, Texas Microsurfacing	Transportation	Prime Contractor	Fax: N/A	\$677,673
City of Austin 625 E 10Th St Austin, TX 78701	INT TX City Of Austin Opt 3 Contract Number: CA200000005 Austin, Texas Slurry Seal	Transportation	Prime Contractor	Ethan.Rutherford@dot.ca.gov	\$2,000,000
City of Bremerton 345 6Th Street Suite 600 Bremerton, Washington 98337	INT WA Bremerton Chip & Slurry Contract Number: N/A Bremerton, Washington Chip and Slurry Seal	Transportation	Prime Contractor	David Carter (360)473-5333 Fax: N/A dave.carter@ci.bremerton.wa.us	\$562,483

Updated: February 2022

Appendix


**2021 Incomplete Job Schedule Greater Than \$500,000**

Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Owner Contact	Contract Amount
State of Utah 4501 South 2700 West Salt Lake City, Utah 84114	INT UT UDOT I80 Burmester Contract Number: F-I80-2(80)88 Grantsville, Utah Microsurfacing	Transportation	Prime Contractor	Ryan Elorreaga (801)558-4391 Fax: N/A relorreaga@utah.gov	\$1,444,194
Idaho Transportation Department PO Box 7129 Boise, ID 83707	INT ID Bingham CO Pvmt Pres Contract Number: A020(415) Blackfoot, Idaho Microsurfacing, Chip Seal	Transportation	Prime Contractor	Corey Krantz (208)239-3372 Fax: N/A corey.krantz@itd.idaho.gov	\$4,201,827

## BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: PWP #CC-2023-192

Project No(s).: P303523003

Total Bid Amount \$ \$440,868 14Contractor: Intermountain Slurry Seal, Inc.Address: 1120 Terminal WayReno, NV 89502

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (If Applicable)	LICENSE LIMIT (If Applicable)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Prime Contractor - Intermountain Slurry Seal, Inc.	775-358-1355	1-1-1.0/3 1-9-1.31	0023657	Unlimited	mob(p),TC , T35SLURRY, S168 STRIPINS
COLBRE PAUNCA 1528 US Hwy 395 N. STE 245 GARDEN CITY, NV 89410	775-265-7434	1-5,1,1,1,0-1.8,1.32	52639	\$1 million	mob(p),WIDE CRACK REPAIR, PCC CEDARS AL PATCH, FULL DEPTH AC

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

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



Contractor's Signature

February 28, 2023

Date

Telephone No. 775-358-1355

## BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: PWP #CC-2023-192

Contractor: Intermountain Slurry Seal, Inc.

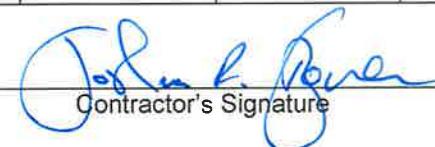
Project No(s).: P303523003

Address: 1120 Terminal Way  
Reno, NV 89502Bid Amount \$ 440,868.16

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER <b>(If Federal Funds Apply)</b>	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Prime Contractor - Intermountain Slurry Seal, Inc.	775-358-1355	1.1-1.4 1.9-1.31	0023657	Unlimited	mob(p), TC, T3 Slurry, Slabs & Stripcrete
COLBRE PAUNO 1528 US Hwy 395 N. RR 245 GARDNerville NV 89410	775-265-7434	1.1 1.5-1.8 1.32	52639	\$1 million	mob(p), WIDE CRACK REPAIR, PCC COLLARS, AC PATCH, FULL DEPTH AC

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



Contractor's Signature

February 28, 2023

Date

Telephone No. 775-358-1355

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: PWP #CC-2023-192

Contractor: Intermountain Slurry Seal, Inc.

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
Colbre Paints 1528 1/2 Hwy 395 N. Ste 245 Gardnerville NV	(775) 265-7434	52639	1 million	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
MARATHON PETROLEUM PLAC - 425 Logan Ln Fernley NV 1500 State Hwy Rd Spanish Springs, NV 89441	775-221-5652	n/a	n/a	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WESTERN NEVADA MATERIALS - 4161 Painters Pkwy, Ste 370 Greensboro, NV Ennis Plant	775-636-9524	n/a	n/a	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		n/a	n/a	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Email to [Cakers@carson.org](mailto:Cakers@carson.org)

**CHECK ONE:**

5 – 8 hour days  
 4 – 10 hour days

**WAGE COMPARISON WORKSHEET**

Project Name DS MEDICAL PATHWAY PP Location CARSON CITY, NV Date 2/28/23

## Date &amp; Modification of Federal Wage Rates

Classification	Group		Area Zone	Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total
LABOR	1	1			28.55	14.77	43.32	45.53		45.53	45.53		STATE
SALARIES		3			29.05	14.77	43.82	45.78		45.78	45.78		STATE
HVAC STAFFER	4.0				31.30	14.77	46.07	48.28		48.28	48.28		STATE
OP BUSCAT		3			35.46	24.92	60.38	66.62		66.62	66.62		STATE
OP SLURRY		2			36.92	24.80	61.72	68.67		68.67	68.67		STATE
DRIVER	DRVR				39.99	23.58	63.57	78.77		78.77	78.77		FEDS
Foreman	Foreman				38.37	24.80	63.17	72.22		72.22	72.22		STATE

Notes:

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

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

**CONTRACTOR SIGNATURE & DATE:**



2/28/23

**Company Name:** INTERMOUNTAIN SLURRY SEAL Inc.

**Certification of Authorization and Understanding**

Project Name: Medical Parkway Pavement Preservation

Project Number: PWP #CC-2023-192

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

**Conny Aiello**

Payroll Officer (Name)



Payroll Officer (Signature)

**Intermountain Slurry Seal, Inc.**

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

**Joshua R. Bowen, VP & Assistant Secretary**

(Title)

**0023657**

(Contractor/Subcontractor License Number)

**February 28, 2023**

(Date)

**Conflict of Interest Disclosure Form**

Date: February 28, 2023

Project: Medical Parkway Pavement Preservation

Title: VP & Assistant Secretary

Name: Joshua R. Bowen

Position: VP & Assistant Secretary

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



I have no conflict of interest to report.



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

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

Signature:



Date: February 28, 2023

## Project Workforce Checklist

Contract No.: \_\_\_\_\_ Project Name: D5-Medical Parkway Pavement Preservation Project \_\_\_\_\_  
 PWP-CC-2023-192

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
Alarm Installer	Yes No N/A	Yes <input type="checkbox"/> No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes No N/A	Yes No
Cement Mason (Can also include Laborers)	Yes No N/A	Yes No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes No
Elevator Constructor	Yes No N/A	Yes No
Floor Coverer	Yes No N/A	Yes No
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes No N/A	Yes No
Iron Worker, can also include fence erectors (steel/iron)	Yes No N/A	Yes No
勞工, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striping, landscaper, plastic tender, and traffic barrier erector	Yes No N/A	Yes No
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes No
Mechanical Insulator	Yes No N/A	Yes No
Millwright	Yes No N/A	Yes No
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
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes No
Pile Driver (non-equipment)	Yes No N/A	Yes No
Plasterer	Yes No N/A	Yes No
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Yes <input type="checkbox"/> No

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

	Yes	No	N/A	Exhibit A	
				Yes	No
Refrigeration	Yes	No	N/A	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	Yes	No
<b>Sheet Metal Worker</b> , can also include air balance technician.	Yes	No	N/A	Yes	No
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A	Yes	No
Sprinkler Fitter	Yes	No	N/A	Yes	No
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No	N/A	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A	Yes	No
Truck Driver	Yes	No	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

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: Julie Sistek

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

## Project Workforce Checklist

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Contractor/Subcontractor: \_\_\_\_\_

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
<b>Air Balance Technician</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No
<b>Alarm Installer</b>	Yes No N/A	Yes <input type="checkbox"/> No
<b>Bricklayer</b> , can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes No
<b>Carpenter</b> , (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes No N/A	Yes No
<b>Cement Mason (Can also include Laborers)</b>	Yes No N/A	Yes No
<b>Electrician</b> , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes No
<b>Elevator Constructor</b>	Yes No N/A	Yes No
<b>Floor Coverer</b>	Yes No N/A	Yes No
<b>Glazier (see also Painters and Allied Trades)</b>	Yes No N/A	Yes No
<b>Hod Carrier (See Laborers)</b> , includes brick-mason tender and plaster tender.	Yes No N/A	Yes No
<b>Iron Worker, can also include fence erectors (steel/iron)</b>	Yes No N/A	Yes No
<b>Laborer</b> , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striping, landscaper, plastic tender, and traffic barrier erector	Yes No N/A	Yes No
<b>Lubrication and Service Engineer</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes No
<b>Mechanical Insulator</b>	Yes No N/A	Yes No
<b>Millwright</b>	Yes No N/A	Yes No
<b>Operating Engineer</b> , 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
<b>Painters and Allied Trades</b> , can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes No
<b>Pile Driver (non-equipment)</b>	Yes No N/A	Yes No
<b>Plasterer</b>	Yes No N/A	Yes No
<b>Plumber/Pipefitter</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Yes <input type="checkbox"/> No

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

				Yes	No	N/A	Yes	No
<b>Refrigeration</b>								
<b>Roofer</b> (not sheet metal)				Yes	No	N/A	Yes	No
<b>Sheet Metal Worker</b> , can also include air balance technician.				Yes	No	N/A	Yes	No
<b>Soils and Materials Tester</b> , includes certified soil tester				Yes	No	N/A	Yes	No
<b>Sprinkler Fitter</b>				Yes	No	N/A	Yes	No
<b>Surveyor (non-licensed)</b>				Yes	No	N/A	Yes	No
<b>Taper</b>				Yes	No	N/A	Yes	No
<b>Tile/Terrazzo Worker/Marble Mason</b>				Yes	No	N/A	Yes	No
<b>Traffic Barrier Erector (See Laborers)</b>				Yes	No	N/A	Yes	No
<b>Truck Driver</b>				Yes	No	N/A	Yes	No
<b>Well Driller</b> (see also Operating Engineer)				Yes	No	N/A	Yes	No
<b>Other*</b> :				Yes	No	N/A	Yes	No
				Yes	No	N/A	Yes	No
				Yes	No	N/A	Yes	No
				Yes	No	N/A	Yes	No

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: \_\_\_\_\_

## Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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

STATE OF NEVADA }  
COUNTY OF WASHOE }

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

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

(Insert Exceptions, attach additional sheets)

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

John R. Koen  
Signature  
VP & Assistant Secretary  
Title

Sworn to before me this 28th day of February, 2023

(SEAL)



Notary Public, Judge or other Official

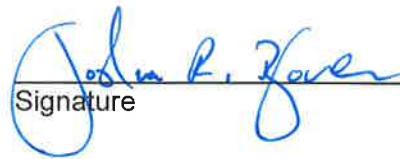
**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE****RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

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

\_\_\_\_\_  
Joshua R. Bowen  
Name (please type or print)

\_\_\_\_\_  
  
Signature

\_\_\_\_\_  
VP & Assistant Secretary  
Title

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

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

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

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

N/A

## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

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



Exhibit B

# INTERMOUNTAIN SLURRY SEAL, INC.

Unique Entity ID <b>H26MCJZ8V743</b>	CAGE / NCAGE <b>1UZJ5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jun 14, 2023</b>	
Physical Address <b>1000 North Warm Springs Salt Lake City, Utah 84116-2321</b>	Mailing Address <b>PO Box 50085 Watsonville, California 95077-5085</b>	
<b>United States</b>	<b>United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Utah 02</b>	State / Country of Incorporation <b>Wyoming / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Jun 16, 2022</b>	Submission Date <b>Jun 14, 2022</b>	Initial Registration Date <b>Aug 16, 2001</b>
--	--	--

## Entity Dates

Entity Start Date <b>Apr 23, 1982</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>319B4</b>	Legal Business Name <b>GRANITE CONSTRUCTION INCORPORATED</b>
----------------------	---

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

Business Types		
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types****Exhibit B**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments      Debt Subject To Offset

**No**      **No**

EFT Indicator      CAGE Code

**0000**      **1UZJ5**

**Points of Contact****Electronic Business**

♀  
**Isabel Barron**      **585 West Beach Street**  
Watsonville, California 95076  
United States

NINA NICKELS      701 E Main ST  
Lewisville, Texas 75057  
United States

**Government Business**

♀  
**Ashley Stinson**      **585 West Beach Street**  
Watsonville, California 95076  
United States

**Past Performance**

♀  
**ASHLEY STINSON**      **585 West Beach Street**  
Watsonville, California 95076  
United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
<b>Any</b>	(blank)	(blank)

## Notice to Contractors Bid# 23300283 District 5 - Medical Parkway Pavement Preservation

Date and Time of Opening: 2/28/2023 @ 11:30am

Line #	Description	QTY	UOM	Intermountain Slurry Seal, Inc.		Sierra Nevada Construction, Inc.		armac Construction	
				Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$4,200.00	\$4,200.00	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00
1.2	Traffic Control	1	LS	\$6,600.00	\$6,600.00	\$54,516.75	\$54,516.75	\$47,000.00	\$47,000.00
1.3	Stormwater Pollution Prevention	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
1.4	Furnish and Install Project Sign - See Attachment for Sign Details	3	EA	\$845.00	\$2,535.00	\$350.00	\$1,050.00	\$900.00	\$2,700.00
1.5	Wide Crack Repair	4116	LF	\$24.00	\$98,784.00	\$14.00	\$57,624.00	\$73.00	\$300,468.00
1.6	Raise Water Valve	38	EA	\$725.00	\$27,550.00	\$1,000.00	\$38,000.00	\$600.00	\$22,800.00
1.7	Remove and Replace PCC Around Water Valve Can	1	EA	\$660.00	\$660.00	\$1,200.00	\$1,200.00	\$385.00	\$385.00
1.8	Pavement Patch	260	SF	\$18.00	\$4,680.00	\$30.00	\$7,800.00	\$17.00	\$4,420.00
1.9	Type 3-Modified Rapid Setting Slurry Seal	60300	SY	\$3.22	\$194,166.00	\$2.20	\$132,660.00	\$2.90	\$174,870.00
1.10	6" White Solid Stripe	15550	LF	\$0.38	\$5,909.00	\$0.75	\$11,662.50	\$0.40	\$6,220.00
1.11	6" White Hatching	710	LF	\$0.38	\$269.80	\$1.50	\$1,065.00	\$0.40	\$284.00
1.12	8" White Solid Stripe	1725	LF	\$0.47	\$810.75	\$1.00	\$1,725.00	\$0.50	\$862.50
1.13	6" White Dotted Stripe	1315	LF	\$0.20	\$263.00	\$0.75	\$986.25	\$0.21	\$276.15
1.14	4" White Parking Stall Stripe	1200	LF	\$0.30	\$360.00	\$1.50	\$1,800.00	\$0.32	\$384.00
1.15	4" White Skip Stripe	4115	LF	\$0.18	\$740.70	\$0.40	\$1,646.00	\$0.20	\$823.00
1.16	4" White Dotted Merge Stripe	175	LF	\$0.18	\$31.50	\$0.40	\$70.00	\$0.20	\$35.00
1.17	4" Double Solid Yellow Stripe	7256	LF	\$0.47	\$3,410.32	\$1.00	\$7,256.00	\$0.50	\$3,628.00
1.18	4" Double Solid -Skip Yellow Stripe	5400	LF	\$0.18	\$972.00	\$0.75	\$4,050.00	\$0.20	\$1,080.00
1.19	4" Solid Yellow Single Stripe	3270	LF	\$0.30	\$981.00	\$0.40	\$1,308.00	\$0.32	\$1,046.40
1.20	24" White Crosswalk Bars	2400	LF	\$10.05	\$24,120.00	\$5.50	\$13,200.00	\$10.55	\$25,320.00
1.21	24' White Stop Bars	200	LF	\$10.05	\$2,010.00	\$5.50	\$1,100.00	\$10.55	\$2,110.00
1.22	Yield Bar Shark Teeth	150	EA	\$10.55	\$1,582.50	\$25.00	\$3,750.00	\$11.00	\$1,650.00
1.23	Bike Symbol	35	EA	\$13.25	\$463.75	\$125.00	\$4,375.00	\$13.95	\$488.25
1.24	Right, Left and thru Turn Arrows	30	EA	\$16.00	\$480.00	\$65.00	\$1,950.00	\$17.55	\$526.50
1.25	Right-Thru Arrow	3	EA	\$22.00	\$66.00	\$125.00	\$375.00	\$23.50	\$70.50
1.26	Merge Arrow	2	EA	\$23.00	\$46.00	\$175.00	\$350.00	\$23.50	\$47.00
1.27	Bike Sharrow	1	EA	\$22.00	\$22.00	\$150.00	\$150.00	\$22.50	\$22.50
1.28	"ONLY"	6	EA	\$19.50	\$117.00	\$100.00	\$600.00	\$20.40	\$122.40
1.29	Remove Existing Sign, Install New Sign on Existing Post	13	EA	\$116.00	\$1,508.00	\$200.00	\$2,600.00	\$122.50	\$1,592.50
1.30	Install New Sign and Post	3	EA	\$450.00	\$1,350.00	\$850.00	\$2,550.00	\$480.00	\$1,440.00
1.31	Remove Existing Sign Post and Anchor	1	EA	\$116.84	\$116.84	\$75.00	\$75.00	\$123.00	\$123.00
1.32	Full Depth Reconstruct 3" AC on 6" Aggregate Base - Presti Ln.	6715	SF	\$8.20	\$55,063.00	\$17.50	\$117,512.50	\$10.30	\$69,164.50

Schedule A: Base Bid Items

\$440,868.16

\$494,007.00

\$704,959.20

Carson City is recommending award to Intermountain Slurry Seal, Inc. and is tentatively scheduled for approval and award at the April 12, 2023 Regional Transportation Commission meeting.

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## STAFF REPORT

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

**Meeting Date:** April 12, 2023

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

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338, for the District 5 Mountain Street Pavement Preservation Project (“Project”) and to award Contract No. 23300284 (“Contract”) for the Project to SNC for a total not to exceed amount of \$426,807.70.

**Staff Summary:** This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include curb and gutter repairs, curb ramp upgrades, and pavement preservation. The total amount for the Contract shall not exceed \$426,807.70 which includes the bid amount of \$388,007.00, plus a 10% contingency of \$38,800.70. The engineer’s estimate for the Project was \$409,054.00.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

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### **Proposed Motion**

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if necessary.

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

The Project includes pavement preservation on Mountain Street between King Street and Winnie Lane. The Project will include ADA upgrades to several curb ramps, curb and gutter repair, pavement preservation, pavement patching, and striping. This Project includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

Notice to Contractors was published in the Reno Gazette Journal and posted through NGEM on January 31, 2023. Three bids were opened at approximately 11:30 a.m. on February 21, 2023 via online Cisco Webex bid opening. Present during the opening were: Timothy Whited, ARMAC Construction, LLC; Darcy Carpenter, SNC; Merlin Waite, MNW Construction and Carol Akers, Purchasing and Contracts.

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>
1. SNC	\$388,007
2. MNW Construction	\$451,582
3. ARMAC Construction, LLC	\$519,519

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

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

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project # P303523004, Regional Transportation fund, Capital Improvements / 2503035-507010.

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved,

- Project # P303523004 has an available balance of \$485,447.88 in Fiscal Year (“FY”) 2023. If approved, Project # P303523004 will be reduced by \$426,807.70.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Draft Contract No. 23300284

-Exhibit-2: Contract No. 23300284 Bid Tabulation Report

**Board Action Taken:**

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

---

(Vote Recorded By)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

## **Contract No: 23300284**

### **Title: District 5 – Mountain Street Pavement Preservation Project**

THIS CONTRACT made and entered into this 12<sup>th</sup> day of April 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and Sierra Nevada Construction Inc., hereinafter referred to as "**CONTRACTOR**".

#### **WITNESSETH:**

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300284**, titled **District 5 – Mountain Street Pavement Preservation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

#### **1. REQUIRED APPROVAL:**

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

#### **2. SCOPE OF WORK (Incorporated Contract Documents):**

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300284 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the link on the Carson City Website <https://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: 23300284**

**Title: District 5 – Mountain Street Pavement Preservation Project**

## **3. CONTRACT TERM AND LIQUIDATED DAMAGES:**

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

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

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

## **4. NOTICE:**

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

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

Craig D. Holt, Vice-President  
Sierra Nevada Construction, Inc.  
PO Box 50760  
Sparks, NV 89435  
775-355-0420  
[bids@snc.biz](mailto:bids@snc.biz)

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

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

## **5. COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Eighty Eight Thousand Seven Dollars and 00/100 (\$388,007.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

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

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

### 6. **CONTRACT TERMINATION:**

#### 6.1 Termination Without Cause:

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

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

#### 6.2 Termination for Nonappropriation:

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

#### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

**Title: District 5 – Mountain Street Pavement Preservation Project**

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

8.2 If the **CITY** was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

### **9. PREFERENTIAL EMPLOYMENT:**

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

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

### **10. REMEDIES:**

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

### **11. LIMITED LIABILITY:**

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

### **12. FORCE MAJEURE:**

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

### **13. INDEMNIFICATION:**

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

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

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

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

### **14. INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

### 15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**.

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

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

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

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

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

### 15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

- 15.20.1 *Minimum Limits required:*
- 15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
- 15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

**15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300284**

## **Title: District 5 – Mountain Street Pavement Preservation Project**

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### **16. BUSINESS LICENSE:**

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

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

### **17. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

### **18. WAIVER OF BREACH:**

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

### **19. SEVERABILITY:**

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

### **20. ASSIGNMENT / DELEGATION:**

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

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

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

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

drawings, specifications, and other documents for information and reference in connection with this Contract.

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

### **22. PUBLIC RECORDS:**

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

### **23. CONFIDENTIALITY:**

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

### **24. FEDERAL FUNDING:**

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

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

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

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

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

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

### **25. LOBBYING:**

Page: **C - 14**

(Construction Independent Contractor Agreement)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300284**

## **Title: District 5 – Mountain Street Pavement Preservation Project**

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

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

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

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

### **26. GENERAL WARRANTY:**

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

### **27. PROPER AUTHORITY:**

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

### **28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arises 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 arises between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

### **29. GOVERNING LAW / JURISDICTION:**

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

### **30. ENTIRE CONTRACT AND MODIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

**Title: District 5 – Mountain Street Pavement Preservation Project**

## **31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

### **ACKNOWLEDGMENT AND EXECUTION:**

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

#### **CARSON CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

#### **CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, 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# 23300284  
Project# P303523004  
Account # 2503035-507010**

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

Dated \_\_\_\_\_

### **PROJECT CONTACT PERSON:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300284

## Title: District 5 – Mountain Street Pavement Preservation Project

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

## CONTRACTOR

**BY:** Craig D. Holt

**TITLE:** Vice-President

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

CARSON CITY BUSINESS LICENSE #: BL-002775

NEVADA CONTRACTORS LICENSE #: 0025565

**Address:** PO Box 50760

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

**Telephone:** 775-335-0420

**E-mail Address:** bids@snc.biz

— 11 —

**(Signature of Contractor)**

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

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
ss

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

(Signature of Notary)

(Notary Stamp)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300284**

**Title: District 5 – Mountain Street Pavement Preservation Project**

## **CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 12, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300284** and titled **District 5 – Mountain Street Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 12<sup>th</sup> day of April 2023.

## **ATTEST:**

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 12th day of April 2023.

# PERFORMANCE BOND

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

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

**KNOW ALL PERSONS 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# 23300284** and titled **District 5 – Mountain Street Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID# 23300284** and titled **District 5 – Mountain Street Pavement Preservation Project**

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

Printed Name of Principal:

Attest By:

(Signature of Notary)

Subscribed and Sworn before me this \_\_\_\_\_ day of

,20\_\_\_\_

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

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_  
as Principal, hereinafter called  
CONTRACTOR, and

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) \_\_\_\_\_  
a

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# 23300284** and titled **District 5 – Mountain Street Pavement Preservation Project** in accordance  
with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is  
hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 23300284 and titled District 5 – Mountain Street Pavement Preservation Project

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

BY:	(signature of Principal)
TITLE:	
FIRM:	
Address:	L.S.
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.

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Total Bid dollars (\$5% of Total 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 #23300284, PWP # CC-2023-193, for the Project Title: District 5 - Mountain Street Pavement Preservation Project.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: February 10, 2023

Sierra Nevada Construction, Inc.

Principal

By: Craig D. Holt  
Craig D. Holt, Vice-President

Liberty Mutual Insurance Company

Surety

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





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

Exhibit A

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

Certificate No: 8207614-976312

## POWER OF ATTORNEY

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

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

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2022.



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.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
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 10th day of February, 2023.



By:   
Renee C. Llewellyn, Assistant Secretary



# 23300284 (PWP-CC-2023-193) Addendum 1

## Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 23300284 (PWP-CC-2023-193) Addendum 1  
Title: District 5-Mountain Street Pavement Preservation Project  
Type: Invitation for Bid  
Issue Date: 1/31/2023  
Deadline: 2/21/2023 11:00 AM (PT)  
Notes:

**Summary:**  
Carson City is accepting sealed bids for all labor, materials, equipment, and incidentals necessary for the Mountain Street Pavement Preservation Project. The project includes but is not limited to removal and construction of existing storm drain infrastructure, adjustment of sprinkler irrigation, PCC sidewalk and curb ramp replacement, pavement patching, application of Rapid Setting Slurry Seal and striping of Mountain Street between King Street and Winnie Lane. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

**Project #** P303523004  
**PWP#** CC-2023-193

**Engineers Estimate:** \$409,054.00

This Project is deemed a **Horizontal** Construction Project.

#### Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator  
Address: Suite 2

City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701

Exhibit A

Phone: 1 (775) 283-7362  
Fax: 1 (775) 887-2286  
Email: [cakers@carson.org](mailto:cakers@carson.org)

## Sierra Nevada Construction, Inc. Information

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

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

Kevin L. Robertson

bids@snc.biz

*Signature*

*Email*

Submitted at 2/21/2023 10:28:26 AM (PT)

## Requested Attachments

### Bid Bond Form

Bid Bond.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Information.docx

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### References

References.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractor Information

5% Sublist.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

### 1% Subcontractor Information

1% Sublist.pdf

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments" section of this bid"

Email to CAkers@carson.org

### Certification of Auth & Understanding

Certification of Auth & Understanding.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Local Preference Affidavit

Local Preference Affidavit.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab. (If Applicable)

### Certificate of Eligibility (NRS 338.147 & 338.1389)

Certificate of Eligibility.pdf

Required Certificate from General at time of bid (If Applicable)

### State Prevailing Wages

State Prevailing Wage Rates.pdf

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

### Project Workforce Checklist

Project Workforce Checklist - SNC.pdf

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

**1 Contractor's License**

Carson City has determined that the responsive bidder must possess a minimum of a Class A with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.

Acknowledged (Acknowledged )

**2 A Copy of Contractor's Certificate of Eligibility**

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.

Acknowledged (Acknowledged )

**3 Substitutions**

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.

Acknowledged (Acknowledged )

**4 Acknowledgement of Addendums**

Bidder acknowledges receipt of \_\_\_\_\_ Addendums.

1

**5 References**

Submit (**In Response Attachments**) at least (3) contracts of a similar nature performed by your firm in the last (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.

**Information to be included:**

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

Acknowledged (Acknowledged )

**6 Prevailing Wages (State/Local)**

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

Acknowledged (Acknowledged )

**Acknowledgement of Required Documents:****Bid Bond**-Due at Bid Submission**Vendor Information**-Due at Bid Submission**References**-Due at Bid Submission**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List**([Email to Cakers@carson.org](mailto:Email to Cakers@carson.org))**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor Must Self List**([Email to Cakers@carson.org](mailto:Email to Cakers@carson.org))**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work**Local Preference Affidavit**-Due at time of Bid Submission (If applicable)**Certificate of Eligibility**-(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable)**Project Workforce Checklist**-Due from Lowest Bid-General Contractor 24 hours after bid opening ([Email to Cakers@carson.org](mailto:Email to Cakers@carson.org))**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening ([Email to Cakers@carson.org](mailto:Email to Cakers@carson.org))**Sub Contractor Monthly Payment Form**-Due with each pay application submitted Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

**Apprenticeship Utilization Request Form**

Titled "Request For Apprentice Availability On A Public Work"

**Apprenticeship Utilization Waiver Request Form**

Titled: "Apprenticeship Utilization Act Waiver Request"

**Apprenticeship Agreement Form**

Titled: "Apprentice Agreement"

**\*Sample\* Project Workforce Checklist**

Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. ([Email to Cakers@carson.org](mailto:Cakers@carson.org))

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

I the Bidder, 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: 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, 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 said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

## Bid Lines

### 1 Package Header

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: \$388,007.00

### Package Items

#### 1.1 Mobilization/Demobilization

Quantity: 1 UOM: LS Unit Price: \$35,000.00 Total: \$35,000.00

#### 1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: \$23,323.00 Total: \$23,323.00

#### 1.3 Stormwater Pollution Prevention

Quantity: 1 UOM: LS Unit Price: \$1,500.00 Total: \$1,500.00

#### 1.4 Surveying and Record Drawings

Quantity: 1 UOM: LS Unit Price: \$6,000.00 Total: \$6,000.00

#### 1.5 Furnish and Install Project Information Signs - See Attachment B for Sign Details

Quantity: 2 UOM: EA Unit Price: \$700.00 Total: \$1,400.00

#### 1.6 Potholing

Quantity: 1 UOM: LS Unit Price: \$3,500.00 Total: \$3,500.00

#### 1.7 Remove AC Pavement and Base Material

Quantity: 2780 UOM: SF Unit Price: \$10.00 Total: \$27,800.00

#### 1.8 Remove P.C.C. Sidewalk/Curb Ramp

Quantity: 1030 UOM: SF Unit Price: \$10.00 Total: \$10,300.00

#### 1.9 Remove P.C.C. Curb & Gutter

Quantity: 555 UOM: LF Unit Price: \$35.00 Total: \$19,425.00

#### 1.10 Remove 24" RCP Storm Drain Pipe

Quantity: 12 UOM: SF Unit Price: \$50.00 Total: \$600.00

#### 1.11 Remove Storm Drain Inlet

Quantity: 1 UOM: EA Unit Price: \$700.00 Total: \$700.00

#### 1.12 Remove Storm Drain inlet, Patch Existing 24" RCP

Quantity: 1 UOM: EA Unit Price: \$1,200.00 Total: \$1,200.00

**1.13 Adjust Sprinkler Irrigation****Exhibit A**Quantity: 1 UOM: LS Unit Price: \$4,000.00 Total: \$4,000.00**1.14 Landscape Removal/Trimming/Restoration**Quantity: 1 UOM: LS Unit Price: \$4,000.00 Total: \$4,000.00**1.15 Type 3-Modified Rapid Setting Slurry (Includes removal of existing pavement striping and symbols prior to applying slurry)**Quantity: 24000 UOM: SY Unit Price: \$2.00 Total: \$48,000.00**1.16 Construct Full Depth Pavement Patch**Quantity: 2785 UOM: SF Unit Price: \$11.00 Total: \$30,635.00**1.17 Construct P.C.C. Sidewalk Type A**Quantity: 330 UOM: SF Unit Price: \$35.00 Total: \$11,550.00**1.18 Construct P.C.C. Curb Ramp**Quantity: 1290 UOM: SF Unit Price: \$50.00 Total: \$64,500.00**1.19 Construct P.C.C. Curb & Gutter Type 1**Quantity: 375 UOM: LF Unit Price: \$100.00 Total: \$37,500.00**1.20 Install Type 4R Inlet**Quantity: 2 UOM: EA Unit Price: \$4,500.00 Total: \$9,000.00**1.21 Install Type 4Rx2 Inlet**Quantity: 1 UOM: EA Unit Price: \$12,000.00 Total: \$12,000.00**1.22 Install Cast-in-Place Storm Drain Manhole**Quantity: 1 UOM: EA Unit Price: \$10,500.00 Total: \$10,500.00**1.23 Install 24" RCP Storm Drain Pipe**Quantity: 12 UOM: LF Unit Price: \$450.00 Total: \$5,400.00**1.24 Install 15" RCP Storm Drain Pipe**Quantity: 18 UOM: LF Unit Price: \$250.00 Total: \$4,500.00**1.25 Relocate Existing Fence**Quantity: 34 UOM: LF Unit Price: \$120.00 Total: \$4,080.00**1.26 Paint 24" White Stop Bar**Quantity: 166 UOM: LF Unit Price: \$6.00 Total: \$996.00**1.27 Paint 24" White Crosswalk Marking**Quantity: 850 UOM: LF Unit Price: \$6.00 Total: \$5,100.00**1.28 Paint White Yield Bar**Quantity: 34 UOM: EA Unit Price: \$27.00 Total: \$918.00**1.29 Paint Curb Red**Quantity: 116 UOM: LF Unit Price: \$5.00 Total: \$580.00**1.30 Relocate Existing Sign & Post**Quantity: 4 UOM: EA Unit Price: \$550.00 Total: \$2,200.00**1.31 Remove Existing Sign & Post, Install New Sign & Post**Quantity: 2 UOM: EA Unit Price: \$900.00 Total: \$1,800.00



## Vendor Information

<b>Vendor Information:</b>	
Company Name:	Federal ID No: 88-0245093
Sierra Nevada Construction, Inc.	UEI/DUNS #: ECUFLL5LJ8M6/361701170
Mailing Address:	City, State, Zip Code:
P.O. Box 50760	Sparks, Nevada 89435
Telephone Number:	Email:
775-355-0420	bids@snc.biz

<b>Contact Person/Title:</b>	
Name:	Title:
Craig D. Holt	Vice-President
Mailing Address:	City, State, Zip Code:
P.O. Box 50760	Sparks, Nevada 89435
Telephone Number:	Email:
775-355-0420	bids@snc.biz

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 25565	
License Classification(s):	Date Issued:
A, General Engineering	7/5/88
Limitation(s) of License:	Date of Expiration:
Unlimited	7/31/23
Name of Licensee:	
Sierra Nevada Construction, Inc.	
<b>Carson City Business License Number:</b> BL-002775-2020	
Name of Licensee: Sierra Nevada Construction, Inc.	
<b>Disclosures of Principals:</b>	
<b>Individual and/or Partnership:</b>	
<b>(1) Owner Name:</b>	
Address:	
City:	State:
Zip Code:	
Telephone:	Email:
<b>(2) Owner Name:</b>	
Address:	
City:	State:
Zip Code:	

Telephone:	Email:
<b>(1) Other Title:</b>	
Name:	
<b>(2) Other Title:</b>	
Name:	

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
NSE Blackbird LLC/Locus Development Group	Comstock TRIC 181 & Electric Avenue	\$30,216,858.25	Sitework	12/19/22	Joel Grace	775-432-7116	6001 Talbot Lane, Reno, NV 89509
Regional Transportation Commission	Kings Row Rehabilitation	\$ 3,737,007.00	Reconstruct	05/09/22	Jeff Wilbrecht	775-335-1872	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	2021 Preventative Maintenance	\$ 5,761,007.00	AC Patch/Slurry Seal/Crack Seal	03/10/22	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Town of Truckee	2021 Paving and Drainage Project	\$ 4,026,007.00	Reconstruct	12/03/21	Mike Vaughn	530-582-2923	10183 Truckee Airport Road, Truckee, CA 96161
Carson City	CMAR South Carson Street	\$ 20,033,759.00	Reconstruct	11/17/21	Dan Stucky	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Nevada Department of Transportation	NDOT 3865 Denio	\$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	\$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	\$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
City of South Lake Tahoe	AI Tahoe Blvd Safety & Mobility Project	\$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	\$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete/S	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Eureka County	2020 Road & Airport Maintenance Project	\$ 3,414,007.00	Paving/Patching/Slurry Seal	10/05/20	Jeb Rowley	775-237-5372	701 S. Main Street, Eureka, Nevada 89316
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/Cor	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Horman	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Nguyentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
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, CA 95316
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	07/21/17	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 2, Carson City, NV 89701

Alston Construction	Wild Horse Offsites	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada, 89521	Exhibit A
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 89502	
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701	
Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520	
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502	
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520	
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612	
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502	
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712	
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701	
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205	
County of Sacramento	Sacramento Int'l 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 Resu	\$ 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	\$ 1,618,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521	
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873	
Washoe County	Washoe County - 2014/2015 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520	
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161	
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161	
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205	
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502	
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510	
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553	
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505	
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801	
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712	
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820	
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950	
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801	
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastee	775-289-1700	1401 E. Autumn Street, Ely NV 89301	
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	
Regional Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520	
Nye County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060	
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520	
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 Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehab Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$ 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

**Exhibit A**

## **Work Experience**

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

#### **Washoe County Public Works Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022**

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contact – Megan Sizelove

1001 East Ninth Street

Reno, NV 89502

775-328-2316

#### **Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022**

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

Contact – Scott Gibson/Doug Maloy

Regional Transportation Commission

1105 Terminal Way, Suite 108

Reno, NV 89502

775-348-0171

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

Performed Rapid Set Slurry Seal

Contact – Catie Harrison

City of Reno

One East First Street

Reno, NV 89501

775-334-3335

#### **Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022**

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 2017/2018, 2018/2019, 2019/2020, 2021/2022**

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Jessica Dover

City of Fernley

595 Silver Lace Blvd.

Fernley, NV 89408

775-784-9919

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

Metropolitan Planning Organization of Washoe County, Nevada

April 2, 2021

To Whom it May Concern:

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

RTC requires a more bicycle friendly modified Type III aggregate for use with RTE emulsions. Aggregate and emulsion materials used on the projects are monitored closely and met specifications as required by the RTC contracts. All materials were ordered and delivered on time in order to meet the weekly work schedules. SNC keeps Stockpile areas neat and free of debris, and BMPs are used appropriately.

Because project roads are often high volume arterials with signalized intersections, traffic control is very important and SNC provides experienced crews that are capable of managing these challenges. Public outreach and notifications are critical, and SNC's attention to this has been outstanding. Whether responding to questions about the type of work they were performing or meeting the demands of those with special needs, Sierra Nevada Construction crews are responsive and courteous to residents and drivers.

Sierra Nevada Construction has performed very well for us and have always provided consistent, high quality work. Feel free to contact me if you have any questions.

Sincerely,

Scott Gibson P.E.  
Project Manager  
Regional Transportation Commission of Washoe County  
1105 Terminal Way Suite 108  
Reno, NV 89502  
(775) 335-1874

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

Contract No.: 23300284

Contractor: Sierra Nevada Construction, Inc.

Project No(s).: P303523004

Address: P.O. Box 50760Total Bid Amount \$ 388,007.00Sparks, Nevada 89435

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS UEI NUMBER (if Federal Funds apply)	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1.1-1.3, 1.5-1.31	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.
None					

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

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

Craig Holt 2/21/23  
Contractor's Signature  
Craig D. Holt, Vice-President  
Telephone No. 775-355-0420

## BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: 23300284

Contractor: Sierra Nevada Construction, Inc.

Project No(s).: P303523004

Address: P.O. Box 50760Bid Amount \$ 388,007.00

Sparks, Nevada 89435

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS <i>UEI NUMBER (if Federal Funds apply)</i>	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 500760, Sparks, Nevada 89435	775-355-0420	1.1-1.3, 1.5- 1.31	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.
<i>None</i>					

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

*Craig Holt*

2/21/23  
Date

Contractor's Signature  
Craig D. Holt, Vice-President

Telephone No. 775-355-0420

\*\*\*\*\*Email to Cakers@carson.org

## **Certification of Authorization and Understanding**

Project Name: District 5 - Mountain Street Pavement Preservation Project

Project Number: P303523004

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

Rachael Hunter  
Payroll Officer (Name)  
  
\_\_\_\_\_  
Payroll Officer (Signature)

Sierra Nevada Construction, Inc.  
(Name of Contractor/Subcontractor)

By Craig D. Holt  
(Owner's Signature)

Craig D. Holt, Vice-President  
(Title)

25565  
(Contractor/Subcontractor License Number)

February 21, 2023  
(Date)

**Conflict of Interest Disclosure Form**

Date: February 21, 2023

Project: P303523004

Title: District 5 - Mountain Street Pavement Preservation

Name: Craig D. Holt

Position: Vice-President

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



I have no conflict of interest to report.



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

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

Signature: *Craig Holt*

Date: February 21, 2023

# BID PROPOSAL

## Local Preference Affidavit

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

I, Craig D. Holt, on behalf of the Contractor, Sierra Nevada Construction, Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No. 23300284

Project Name: District 5 - Mountain Street Pavement Preservation Project

certify that the following requirement will be adhered to, documented, and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.147 and NRS 338.1389:

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

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

By: Craig D. Holt

Title: Vice-President

Signature:

*Craig Holt*

Date: February 21, 2023

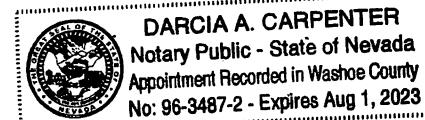
STATE OF NevadaCOUNTY OF WashoeOn 2/21/23, before me,Darcia A. Carpenter  
(here insert name of notary)

personally appeared

Craig D. Holt  
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)

This area for Official Notarial Seal

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL  
 CORPORATE OFFICER

TITLE(S)

PARTNER(S)  LIMITED  
 GENERAL

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OF TYPE OF DOCUMENT

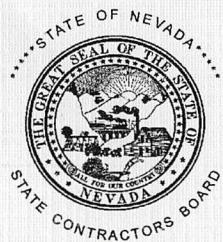
NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



## NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
 8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

### CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-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, 2022** AND EXPIRES ON **JULY 31, 2023** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

*Nancy Mathias*

NANCY MATHIAS, LICENSING ADMINISTRATOR  
 FOR MARGI GREIN, EXECUTIVE OFFICER

*6/30/2022*

DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance 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.

## 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
Alarm Installer	Yes No N/A	Yes <input type="checkbox"/> No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes No
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A	Yes No
Cement Mason (See Laborers)	Yes No N/A	Yes No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes No
Elevator Constructor	Yes No N/A	Yes No
Floor Coverer	Yes No N/A	Yes No
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes No N/A	Yes No
Iron Worker, can also include fence erectors (steel/iron)	Yes No N/A	Yes No
勞工, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striping, landscaper, plastic tender, and traffic barrier erector	Yes No N/A	Yes No
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes No
Mechanical Insulator	Yes No N/A	Yes No
Millwright	Yes No N/A	Yes No
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
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes No
Pile Driver (non-equipment)	Yes No N/A	Yes No
Plasterer	Yes No N/A	Yes No
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Yes <input type="checkbox"/> No

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

	Yes	No	N/A	Exhibit A	
				Yes	No
Refrigeration	Yes	No	N/A	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	Yes	No
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A	Yes	No
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A	Yes	No
Sprinkler Fitter	Yes	No	N/A	Yes	No
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No	N/A	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A	Yes	No
Truck Driver	Yes	No	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

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: Osvaldo Arias

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

# Confirmation of Wages Used

STATE OF NEVADA

Exhibit A

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
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

## 2023 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, 2022

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

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

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

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

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

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

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

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

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

## Notice to Contractors Bid# 23300284 Mountain Street Pavement Preservation Project

Date and Time of Opening: 02/21/2023 @ 11:30am

Line #	Description	QTY	UOM	Sierra Nevada Construction, Inc.		MNW Construction		armac Construction	
				Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$35,000.00	\$35,000.00	\$38,100.00	\$38,100.00	\$24,054.00	\$24,054.00
1.2	Traffic Control	1	LS	\$23,323.00	\$23,323.00	\$23,500.00	\$23,500.00	\$22,350.00	\$22,350.00
1.3	Stormwater Pollution Prevention	1	LS	\$1,500.00	\$1,500.00	\$10,200.00	\$10,200.00	\$1,625.00	\$1,625.00
1.4	Surveying and Record Drawings	1	LS	\$6,000.00	\$6,000.00	\$8,300.00	\$8,300.00	\$9,215.00	\$9,215.00
1.5	Furnish and Install Project Information Signs - See Attachment B for Sign Details	2	EA	\$700.00	\$1,400.00	\$3,500.00	\$7,000.00	\$1,255.00	\$2,510.00
1.6	Potholing	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$17,350.00	\$17,350.00
1.7	Remove AC Pavement and Base Material	2780	SF	\$10.00	\$27,800.00	\$8.20	\$22,796.00	\$5.00	\$13,900.00
1.8	Remove P.C.C. Sidewalk/Curb Ramp	1030	SF	\$10.00	\$10,300.00	\$8.60	\$8,858.00	\$10.00	\$10,300.00
1.9	Remove P.C.C. Curb & Gutter	555	LF	\$35.00	\$19,425.00	\$33.00	\$18,315.00	\$8.00	\$4,440.00
1.10	Remove 24" RCP Storm Drain Pipe	12	SF	\$50.00	\$600.00	\$310.00	\$3,720.00	\$1,360.00	\$16,320.00
1.11	Remove Storm Drain Inlet	1	EA	\$700.00	\$700.00	\$2,700.00	\$2,700.00	\$6,425.00	\$6,425.00
1.12	Remove Storm Drain inlet, Patch Existing 24" RCP	1	EA	\$1,200.00	\$1,200.00	\$4,700.00	\$4,700.00	\$9,350.00	\$9,350.00
1.13	Adjust Sprinkler Irrigation	1	LS	\$4,000.00	\$4,000.00	\$2,600.00	\$2,600.00	\$6,500.00	\$6,500.00
1.14	Landscape Removal/Trimming/Restoration	1	LS	\$4,000.00	\$4,000.00	\$11,800.00	\$11,800.00	\$4,470.00	\$4,470.00
1.15	Type 3-Modified Rapid Setting Slurry (Includes removal of existing pavement striping and symbols prior to applying slurry)	24000	SY	\$2.00	\$48,000.00	\$5.10	\$122,400.00	\$6.00	\$144,000.00
1.16	Construct Full Depth Pavement Patch	2785	SF	\$11.00	\$30,635.00	\$12.00	\$33,420.00	\$12.00	\$33,420.00
1.17	Construct P.C.C. Sidewalk Type A	330	SF	\$35.00	\$11,550.00	\$28.00	\$9,240.00	\$28.00	\$9,240.00
1.18	Construct P.C.C. Curb Ramp	1290	SF	\$50.00	\$64,500.00	\$24.00	\$30,960.00	\$32.00	\$41,280.00
1.19	Construct P.C.C. Curb & Gutter Type 1	375	LF	\$100.00	\$37,500.00	\$87.00	\$32,625.00	\$49.00	\$18,375.00
1.20	Install Type 4R Inlet	2	EA	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00	\$10,245.00	\$20,490.00
1.21	Install Type 4Rx2 Inlet	1	EA	\$12,000.00	\$12,000.00	\$8,700.00	\$8,700.00	\$18,680.00	\$18,680.00
1.22	Install Cast-in-Place Storm Drain Manhole	1	EA	\$10,500.00	\$10,500.00	\$8,300.00	\$8,300.00	\$35,815.00	\$35,815.00
1.23	Install 24" RCP Storm Drain Pipe	12	LF	\$450.00	\$5,400.00	\$356.00	\$4,272.00	\$1,430.00	\$17,160.00
1.24	Install 15" RCP Storm Drain Pipe	18	LF	\$250.00	\$4,500.00	\$248.00	\$4,464.00	\$955.00	\$17,190.00
1.25	Relocate Existing Fence	34	LF	\$120.00	\$4,080.00	\$294.00	\$9,996.00	\$86.00	\$2,924.00
1.26	Paint 24" White Stop Bar	166	LF	\$6.00	\$996.00	\$4.00	\$664.00	\$5.00	\$830.00
1.27	Paint 24" White Crosswalk Marking	850	LF	\$6.00	\$5,100.00	\$4.00	\$3,400.00	\$5.00	\$4,250.00
1.28	Paint White Yield Bar	34	EA	\$27.00	\$918.00	\$43.00	\$1,462.00	\$52.00	\$1,768.00
1.29	Paint Curb Red	116	LF	\$5.00	\$580.00	\$2.50	\$290.00	\$3.00	\$348.00
1.30	Relocate Existing Sign & Post	4	EA	\$550.00	\$2,200.00	\$500.00	\$2,000.00	\$600.00	\$2,400.00
1.31	Remove Existing Sign & Post, Install New Sign & Post	2	EA	\$900.00	\$1,800.00	\$1,100.00	\$2,200.00	\$1,270.00	\$2,540.00
Schedule A: Base Bid Items				\$388,007.00		\$451,582.00		\$519,519.00	

Carson City is recommending award to Sierra Nevada Construction, Inc. and is tentatively scheduled for approval and award at the April 12, 2023 Regional Transportation Commission meeting.

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## Item 6 – B



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** April 12, 2023  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** March 23, 2023  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division**  
**Status Report to RTC: Activities of January 2023**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	0	367
Pot Holes Repaired	232	310

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	0	127
Tree Removal	0	13
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	4,670

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	1.5	122
Curb & Gutter (linear feet)	0	602
Sidewalk & Flat Work (sq/ft)	88	4,721
Wheel Chair Ramps	0	1
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	250	710
Shoulder Work on Asphalt Roads (feet)	283	4,950
Debris Cleaned	25	28

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	95	3,115
Lineal foot of ditch cleared	93	6,842
Pipe Hydro Flushed (linear feet)	0	749

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	72	3,945
Material Picked Up (yards)	41	1,484
City Parking Lots Swept	0	31

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	15	182
Bins Hauled for Sweeping Operation (yards)	15	150
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	28
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	0

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	23	253
Signs Replaced	17	110
Sign Post Replaced	4	41
Signs Refurbished/Replaced due to Graffiti Damage	3	114
Delineators Replaced	7	60
Cross Walks Painted	0	144
Stop Bars Painted	0	116
Yield Bars Painted	0	67
Right Arrows Painted	0	16
Left Arrows Painted	0	83
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	70
Curb Painted (linear feet)	0	2416

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	15	28
Sand/Salt mixture applied (Yards)	624	977
Brine mixture applied (Gallons)	12539	21589
Rain Event/Flood Control	0	3
Drainage Inlets Cleared	382	1354
Material removed from S/D system	6	121.75
Wind	0	0



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** April 12, 2023  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** April 5, 2023  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division**  
**Status Report to RTC: Activities of February 2023**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	0	367
Pot Holes Repaired	214	489

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	20	147
Tree Removal	0	13
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	470	470
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	4,670

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	0	122
Curb & Gutter (linear feet)	0	602
Sidewalk & Flat Work (sq/ft)	0	4,721
Wheel Chair Ramps	0	1
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	135	845
Shoulder Work on Asphalt Roads (feet)	0	4,950
Debris Cleaned	0	28

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	490	3,605
Lineal foot of ditch cleared	165	7,007
Pipe Hydro Flushed (linear feet)	0	749

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	268	4,213
Material Picked Up (yards)	202	1,686
City Parking Lots Swept	1	32

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	27	209
Bins Hauled for Sweeping Operation (yards)	21	171
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	32
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	10	263
Signs Replaced	15	125
Sign Post Replaced	3	44
Signs Refurbished/Replaced due to Graffiti Damage	5	119
Delineators Replaced	14	74
Cross Walks Painted	0	144
Stop Bars Painted	0	116
Yield Bars Painted	0	67
Right Arrows Painted	0	16
Left Arrows Painted	0	83
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	70
Curb Painted (linear feet)	0	2416

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	7	35
Sand/Salt mixture applied (Yards)	649.25	1626.25
Brine mixture applied (Gallons)	8995	30584
Rain Event/Flood Control	0	3
Drainage Inlets Cleared	0	1354
Material removed from S/D system	0	121.75
Wind	0	0