

**NOTICE OF PUBLIC MEETING OF THE  
CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
MONDAY, SEPTEMBER 21, 2015 4:30 P.M.  
COMMUNITY CENTER- SIERRA ROOM  
851 EAST WILLIAM STREET  
CARSON CITY, NEVADA**

**NOTE:** The Carson City Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson City Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [ppittenger@carson.org](mailto:ppittenger@carson.org), or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on September 16, 2015).

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

**AGENDA**

- A. ROLL CALL AND DETERMINATION OF A QUORUM**
- B. PUBLIC COMMENT:** Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on matters related to the Regional Transportation Commission. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.
- C. For Possible Action: APPROVAL OF MINUTES**
  - C-1** For Possible Action: Action to approve the minutes of the July 10, 2015 meeting.
- D. AGENDA MANAGEMENT NOTICE:** Items on the agenda may be taken out of order; RTC may combine two or more agenda items for consideration; and RTC may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- E. DISCLOSURES:** Any member of the Commission that may wish to explain any contact with the public regarding an item on the agenda or business of the Commission.

**F. PUBLIC MEETING ITEMS:**

**F-1** For possible action: To approve the staff recommendations on the use of \$370,197 transferred from the Carson City General Fund to the Streets Fund. \$300,000 will be used to implement a citywide crack repair project through a contractor and the remainder will be used to fund additional street patching efforts citywide.

**Staff Summary:** The Carson City Board of Supervisors acted to transfer funds from the City's General Fund to the City's Streets Fund to allow staff to implement street repairs which are responsive to resident concerns. Staff is proposing to use the funds to implement citywide crack repair and patching efforts. The work implemented with these funds would primarily be completed through the use of private contractors.

**F-2** For Possible Action: To determine that Sierra Nevada Construction Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-029, "South Division Street Road Improvement Project" for a bid amount of \$276,007, plus a contingency amount of \$27,600, for a total not to exceed price of \$303,607 to be funded from the Street Repair and Maintenance account, 256-3038-431.04-80, as provided in FY 2015/2016 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the South Division Street Road Improvement Project. The existing roadway is failing and there isn't an accessible route available for pedestrians. The Project consists of pulverizing and repaving Division Street between Fifth Street and King Street to fix roadway failure as well as replacing sidewalks, driveways, curb ramps, and relocating utilities to provide an accessible route between Fifth Street and King Street.

**F-3** Possible action to accept 60% design and budget report for the Downtown Streetscape Project.

**Staff Summary:** At their March 11, 2015, meeting, staff informed the RTC that they will provide periodic updates on activity regarding the Downtown Carson Street Project as the RTC has been named one of the oversight committees for the project along with the Redevelopment Authority Citizens Committee (RACC).

**F-4** Information on the 10<sup>th</sup> Anniversary of the Jump Around Carson transit system.

**Staff Summary:** The Jump Around Carson (JAC) transit system, with fixed route and complementary paratransit services, began providing transportation to area residents on October 3, 2005. To commemorate the milestone, JAC will be providing free rides on all fixed routes on October 5, 2015.

**F-5** For Possible Action: To adopt a Resolution authorizing the donation of retired JAC bus 4228 to the Carson City Boxing Club.

**Staff Summary:** With the recent acquisition of two replacement buses, two JAC buses that have exceeded their useful lives in transit service, according to FTA standards, have been retired. The proposed Resolution would allow one of these buses to be donated to the Carson City Boxing Club, per the RTC's approval at the August 12, 2015 meeting.

**F-6** Information on a modification to the Carson Area Metropolitan Planning Organization's (CAMPO) and RTC's Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Program.

**Staff Summary:** Staff has modified the DBE Program document to address Triennial Review deficiencies.

**F-7** For Possible Action: To accept the work as completed, to accept the Contract Summary as presented, and to approve the Release of Final Payment in the amount of \$5,772.50 for Contract 1415-103 titled "Western Nevada College Sidewalk Project" to Justin Wilson Construction, LLC.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Western Nevada College Sidewalk Project. The project consists of constructing approximately 3,200 square feet of concrete sidewalk, 120 feet of curb and gutter, asphalt paving and patch, pedestrian ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

**G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)**

**G-1** Street Operations Report – July 2015

**Staff Summary:** Monthly Status Report for the Commission's information.

**G-2** Project Status Report

**Staff Summary:** Monthly Status Report for the Commission's information.

**G-3** Future Agenda Items

**H. COMMISSION COMMENTS:** Status reports and comments from the members of the Regional Transportation Commission.

**I. PUBLIC COMMENT:** Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**J. For Possible Action: ADJOURNMENT**

The next regular meeting is tentatively scheduled for Wednesday, October 14, 2015, immediately after the adjournment of the CAMPO meeting, which begins at 4:30 p.m., at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations  
before 5:00 p.m. on Tuesday, September 15, 2015:  
CITY HALL, 201 North Carson Street  
CARSON CITY LIBRARY, 900 North Roop Street  
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street  
CARSON CITY PUBLIC WORKS, 3505 Butti Way  
PLANNING DIVISION, 2621 108 E. Proctor Street  
City Website, [www.carson.org/agendas](http://www.carson.org/agendas)  
State Website, <https://notice.nv.gov>



**DRAFT MINUTES**  
**Regular Meeting**  
**Carson City Regional Transportation Commission**  
**Wednesday, July 8, 2015 ● 5:07 PM**  
**Community Center Sierra Room, 851 East William Street, Carson City, Nevada**

**Commission Members**

**Chairperson – Brad Bonkowski      Vice Chair – Jim Smolenski**  
**Commissioner – Robert Crowell      Commissioner – Mark Kimbrough**  
**Commissioner – Robert McQueary**

**Staff**

Darren Schulz, Public Works Director  
Patrick Pittenger, Transportation Manager  
Daniel Doenges, Senior Transportation Planner  
Joseph Ward, Senior Deputy District Attorney  
Tamar Warren, Deputy Clerk/Recording Secretary

**NOTE:** A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

An audio recording of this meeting is available on [www.Carson.org/minutes](http://www.Carson.org/minutes).

**A.      CALL TO ORDER AND DETERMINATION OF QUORUM**

(5:07:33) – Chairperson Bonkowski called the meeting to order. Roll was called and a quorum was present.

<b>Attendee Name</b>	<b>Status</b>	<b>Left</b>
Chairperson Brad Bonkowski	Present	
Vice Chairperson Jim Smolenski	Present	
Commissioner Robert Crowell	Present	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Present	

**B.      PUBLIC COMMENT (5:07:57) – None.**

**C.      FOR POSSIBLE ACTION: APPROVAL OF MINUTES**

**C-1      FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE MAY 13, 2015 MEETING.**

**(5:08:18) – MOTION: I move to approve the minutes of the May 13, 2015 RTC meeting as presented.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Kimbrough
<b>SECONDER:</b>	Smolenski
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**D. AGENDA MANAGEMENT NOTICE**

(5:08:31) – None.

**E. DISCLOSURES**

(5:08:55) – None.

**F. PUBLIC HEARING ITEMS****F-1 FOR POSSIBLE ACTION: TO MAKE RECOMMENDATIONS TO THE CARSON CITY BOARD OF SUPERVISORS REGARDING THE 30% DESIGN OF THE DOWNTOWN STREETSCAPE PROJECT AND TO DIRECT STAFF TO CONTINUE TO MOVE FORWARD WITH DESIGN.**

(5:09:10) – Chairperson Bonkowski introduced the item.

(5:09:35) – Danny Rotter, Public Works Engineering Manager and Downtown Streetscape Project Manager, provided a PowerPoint presentation summarizing the results, incorporated into the record, of the project’s 30 percent design public workshop, held on June 22, 2015. He also noted that the video rendering of the project was available on [www.carsonproud.com](http://www.carsonproud.com). Mike Bennett of Lumos and Associates introduced himself and reviewed the remainder of the presentation, including images of bicycle and turn lanes.

(5:19:36) – Commissioner Kimbrough inquired about the parallel parking and was informed that that “the car door will swing into the bike lanes”. He was also informed that above ground planters were preferable to a fence. Discussion ensued over crosswalks for pedestrians. Commissioner Crowell inquired about the discussions with the local business and the interruption they might face during construction, and was informed that they would be reaching out to local businesses and working toward minimal interruptions. Vice Chairperson Smolenski was informed that the crosswalk in front of the Nugget Casino would return and that safety issues are being discussed. Commissioner McQueary was informed that the Third Street area would consist of concrete and pavers, with family-friendly features. Chairperson Bonkowski inquired about snowplow capabilities was informed that the item was under discussion. He also learned that a few of the Third Street trees may need to be relocated and a few will be replaced. Discussion ensued regarding the safety of children crossing the street from the splash pad area and Mr. Rotter noted that the issue was still being discussed. Commissioner Kimbrough cautioned against piled snow in front of businesses and Commissioner McQueary was assured that there were no changes in truck traffic turning from William Street to Carson Street.

**(5:35:33) – MOTION: I move make recommendations to the Carson City Board of Supervisors regarding the 30% design of the Downtown Streetscape Project and to direct staff to continue to move forward with design, with the comments made in today’s meeting.**

**PUBLIC COMMENT**

(5:36:20) – Carson City Supervisor Jim Shirk inquired about the fence in front of the State Capital and was informed that it would remain as is, and without a “continuous sidewalk”. Mr. Rotter also explained that the

wooden sidewalk near the Firkin and Fox Restaurant would be replaced by stamped concrete while maintaining a historic look and feel, coordinated with the Historic Resources Commission.

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Kimbrough
<b>SECONDER:</b>	McQueary
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-2 INFORMATION REGARDING THE FISCAL YEAR (FY) 2015-2016 REGIONAL TRANSPORTATION COMMISSION (RTC) WORK PROGRAM.**

(5:40:06) – Chairperson Bonkowski introduced the item. Mr. Pittenger gave background and presented the agenda materials which are incorporated into the record. He also announced that Carson City was selected to receive a Federal Lands Access Program (FLAP) grant from Central Federal Lands Highway Division in Colorado.

There were no Commissioner or public comments.

**F-3 FOR POSSIBLE ACTION: TO DETERMINE THAT A & K EARTH MOVERS, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1415-183, “LITTLE LANE STREET IMPROVEMENT PROJECT” FOR A BID AMOUNT OF \$234,000, PLUS A CONTINGENCY AMOUNT OF \$23,400, FOR A TOTAL NOT-TO-EXCEED PRICE OF \$257,400 TO BE FUNDED FROM THE STREETS MAINTENANCE FUND, STREET REPAIR ACCOUNT AS PROVIDED IN FY 2015/2016 BUDGET.**

(5:45:31) – Chairperson Bonkowski introduced the item.

(5:46:00) – Mr. Pittenger presented the agenda materials which are incorporated into the record.

There were no Commissioner or public comments.

(5:46:38) – **MOTION: I move to determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-183, “Little Lane Street Improvement Project” for a bid amount of \$234,000, plus a contingency amount of \$23,400, for a total not-to-exceed price of \$257,400 to be funded from the Streets Maintenance Fund, Street Repair account as provided in FY 2015/2016 budget.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Smolenski
<b>SECONDER:</b>	McQueary
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-4 FOR POSSIBLE ACTION: TO DETERMINE THAT A & K EARTH MOVERS, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1415-136, “EAST WILLIAM STREET SHARED USE PATH PROJECT” FOR A BID AMOUNT OF \$218,445, PLUS A CONTINGENCY AMOUNT OF \$21,845, FOR A TOTAL NOT-TO-EXCEED PRICE OF \$240,290 TO BE FUNDED FROM THE REGIONAL TRANSPORTATION FUND, CAPITAL PROJECTS/CONSTRUCTION ACCOUNT AS PROVIDED IN FY 2014/2015 BUDGET.**

(5:47:28) – Chairperson Bonkowski introduced the item.

(5:48:02) – Mr. Pittenger presented the agenda materials which are incorporated into the record. He explained that the contract would not be awarded to the lowest bidder because they were non-responsive. Mr. Pittenger also noted that the project cost now exceeded the grant amount, and that the Nevada Department of Transportation (NDOT) had agreed to alter the existing agreement and incorporate the new cost, and that that the additional funding request would be heard by the RTC, at a future meeting, in the form of an amendment to the match.

There were no Commissioner or public comments.

**(5:50:50) – MOTION: I move determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-136, “East William Street Shared Use Path Project” for a bid amount of \$218,445, plus a contingency amount of \$21,845, for a total not-to-exceed price of \$240,290 to be funded from the Regional Transportation Fund, Capital Projects/Construction account as provided in FY 2014/2015 budget.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Kimbrough
<b>SECONDER:</b>	Smolenski
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-5 FOR POSSIBLE ACTION: TO DETERMINE THAT DIVERSIFIED STRIPING SYSTEMS, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1415-179, “2015 LONG LINE STRIPING PROGRAM” FOR A BID AMOUNT OF \$128,810, PLUS A CONTINGENCY AMOUNT OF \$12,881, FOR A TOTAL NOT-TO-EXCEED PRICE OF \$141,691 TO BE FUNDED FROM THE STREETS MAINTENANCE FUND, LONG LINE STRIPING ACCOUNT AS PROVIDED IN FY 2015/2016 BUDGET.**

(5:51:59) – Chairperson Bonkowski introduced the item.

(5:52:36) – Mr. Pittenger gave background and presented the agenda materials, incorporated into the record.

There were no Commissioner or public comments.

**(5:53:05) – MOTION: I move to determine that Diversified Striping Systems, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-179, “2015 Long Line Striping Program” for a bid amount of \$128,810, plus a contingency amount of \$12,881, for a total not-to-exceed price of \$141,691 to be funded from the Streets Maintenance Fund, Long Line Striping account as provided in FY 2015/2016 budget.**

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	McQueary
<b>SECONDER:</b>	Kimbrough
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-6 INFORMATION ON THE AWARD OF A GRANT FROM THE STATE OF NEVADA AGING AND DISABILITY SERVICES DIVISION.**

(5:53:56) – Chairperson Bonkowski introduced the item.

(5:54:04) – Mr. Pittenger presented the agenda materials, incorporated into the record, and noted that the passes were available at the Carson City Senior Center. He also noted that around 70,000 free rides were provided to seniors last year.

There were no Commissioner or public comments.

**F-7 FOR POSSIBLE ACTION: TO APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 0910-184 WITH ROUTEMATCH SOFTWARE, INC. TO REQUEST AN EXTENSION OF THE TIME AND VALUE, REPRESENTING AN INCREASE TO THE CONTRACT IN AN AMOUNT-NOT-TO EXCEED \$70,965.40 THROUGH DECEMBER 31, 2015 FOR THE ONGOING SUPPORT AND MAINTENANCE OF THE AUTOMATED VEHICLE LOCATION MOBILE DATA COMMUNICATIONS MODULE FOR JAC AND JAC ASSIST.**

(5:55:20) – Chairperson Bonkowski introduced the item.

(5:56:53) – Mr. Pittenger presented the agenda materials which are incorporated into the record. Chairperson Bonkowski pointed out a correction on page two of the agenda materials and stated that the \$82,000 contract amount would now read \$70,965.40. Mr. Pittenger noted that the new lower amount was negotiated by Transit Coordinator, Graham Dollarhide.

There were no public comments.

(5:57:27) – MOTION: I move to approve Amendment No. 4 to Contract No. 0910-184 with RouteMatch Software, Inc. to request an extension of the time and value, representing an increase to the contract in an amount-not-to exceed \$70,965.40 through December 31, 2015 for the ongoing support and maintenance of the Automated Vehicle Location Mobile Data Communications module for JAC and JAC Assist.

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Smolenski
<b>SECONDER:</b>	McQueary
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-8 FOR POSSIBLE ACTION: TO APPROVE THE DONATION OF BUS 4226, WHICH HAS EXCEEDED ITS USEFUL LIFE IN TRANSIT SERVICE, TO THE CARSON CITY SENIOR CENTER NOT BEFORE AUGUST 2015.**

(5:58:05) – Chairperson Bonkowski introduced the item.

(5:58:20) – Mr. Pittenger presented the agenda materials which are incorporated into the record. Chairperson Bonkowski received clarification that the bus to be donated to the Senior Center is still in operable condition. Mr. Pittenger noted that vehicles purchased using federal funds are assigned a lifespan, which this bus has exceeded.

There were no public comments.

(6:00:24) – MOTION: I move to approve the donation of Bus 4226, which has exceeded the federal requirements for giving them away [useful life in transit service], to the Carson City Senior Center not before August 2015.

<b>RESULT:</b>	<b>APPROVED (5-0-0)</b>
<b>MOVER:</b>	Kimbrough
<b>SECONDER:</b>	Smolenski
<b>AYES:</b>	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	None

**F-9 INFORMATION ON THE DONATION OF BUS 4228, WHICH HAS EXCEEDED ITS USEFUL LIFE IN TRANSIT SERVICE, TO AN ELIGIBLE GOVERNMENTAL AGENCY OR NON-PROFIT ORGANIZATION FOLLOWING ACTION BY THE RTC AT ITS AUGUST 12, 2015 MEETING.**

(6:00:55) – Chairperson Bonkowski introduced the item and Mr. Pittenger presented the agenda materials, incorporated into the record.

There were no Commissioner and public comments.

## **G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**

### **G-1: STREET OPERATIONS REPORT – JUNE 2015.**

(6:02:26) – Mr. Pittenger referred to the agenda materials, incorporated into the record, and offered to answer questions.

There were no Commissioner or public comments.

### **G-2: PROJECT STATUS REPORT.**

(6:02:52) – Mr. Pittenger presented the Project Status Report, incorporated into the record. He also clarified that the East/West Water Transmission Main Phase 2A-2 “will go out to bid next week”, noting that this was an important project with “significant impact to Washington Street”. Mr. Pittenger anticipated the project start date to be in September.

### **G-3: FUTURE AGENDA ITEMS.**

(6:05:38) – Mr. Pittenger stated that a revised service plan for providing “ride home transit service” for Western Nevada College students will be heard by the Commission in August. Additionally, the Federal Lands Access Program grant agreement, and a Transportation Alternatives Program grant agreement for William Street were among the agenda items to be heard in August as well.

## **H. COMMISSION COMMENTS**

(6:07:00) – Commissioner McQueary inquired about sidewalk damage on South Carson Street between Clearview and Fairview and was informed by Mr. Schulz that it was caused by heat.

## **I. PUBLIC COMMENT**

(6:08:19) – None.

## **J. FOR POSSIBLE ACTION: ADJOURNMENT**

**(6:08:26) – MOTION: Commissioner Smolenski moved to adjourn the meeting. The meeting adjourned at 6:08 p.m.**

The Minutes of the July 8, 2015 Carson City Regional Transportation Commission meeting are so approved this 21<sup>st</sup> day of September, 2015.

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BRAD BONKOWSKI, Chair



**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 9, 2015

**Meeting Date:** September 21, 2015

**To:** Regional Transportation Commission

**From:** Patrick Pittenger, Transportation Manager

**Subject Title:** For possible action: To approve the staff recommendations on the use of \$370,197 transferred from the Carson City General Fund to the Streets Fund. \$300,000 will be used to implement a citywide crack repair project through a contractor and the remainder will be used to fund additional street patching efforts citywide.

**Staff Summary:** The Carson City Board of Supervisors acted to transfer funds from the City's General Fund to the City's Streets Fund to allow staff to implement street repairs which are responsive to resident concerns. Staff is proposing to use the funds to implement citywide crack repair and patching efforts. The work implemented with these funds would primarily be completed through the use of private contractors.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** I move to approve the staff recommendations on the use of \$370,197 transferred from the Carson City General Fund to the Streets Fund. \$300,000 will be used to implement a citywide crack repair project through a contractor and the remainder will be used to fund additional street patching efforts citywide.

**Explanation for Recommended Action:** The Carson City Board of Supervisors has recognized the deteriorating conditions of the City's streets and acted earlier this year to transfer unbudgeted revenues from the City's General Fund to the City's Streets Fund to allow for additional streets repairs to be completed. The Board, when acting to transfer the funds, indicated that the funds were to be used to implement street repairs which are responsive to resident complaints and concerns.

Staff is already familiar with many resident concerns, but also acted to solicit additional comments including through a column in the Nevada Appeal requesting public input on the matter. In addition to considering public input, staff considered other factors as well including recently completed and planned projects. While there are not sufficient funds

to properly maintain all City streets, Public Works already completes many activities on an ongoing basis including crack sealing operations and repairing pot holes. Additionally, capital projects like the recently completed Little Lane project and upcoming Division Street project are also important considerations. The recommended use of the funds will be integrated into the exiting work program.

If the staff recommendation is approved, Public Works staff will work to begin a contracting process which would result in a contract for crack repairs to be completed throughout the City. The amount of funds would be fixed at \$300,000 and the intent would be to select a bidder which would perform the most work for that sum. Public Works staff would then determine the locations to receive the repairs. The targeted areas would be areas with wide cracks, which is a common problem. The Silver Oak and Northridge neighborhoods are two areas from which staff has received input about wide cracks, but the cracks do exist in other areas as well. The method for repair would include the application of an asphalt material first followed by application of a sealing material. The remainder of the \$370,197 would be used to fund additional street patching activities throughout the city. New revenue and expense accounts have been established in the Streets Fund specifically for these funds to ensure that the funds can be easily tracked and allow staff to report on the use of the funds as needed.

**Applicable Statute, Code, Rule or Policy:** N/A

**Fiscal Impact:** \$370,197

**Explanation of Impact:** N/A

**Funding Source:** Carson City General Fund funds transferred to Streets Fund.

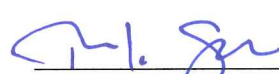
**Alternatives:** Select different use(s) of funds related to street maintenance.

**Supporting Material:** N/A


**Prepared By:** Patrick Pittenger, Transportation Manger

**Reviewed By:**   
(Transportation Manager)

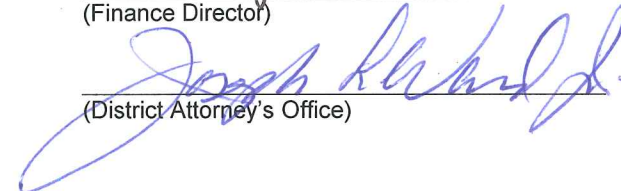
Date: 9/9/15

  
(Public Works Director)

Date: 9/9/15

  
(Finance Director)

Date: 9/9/15

  
(District Attorney's Office)

Date: 9/9/15

**Board Action Taken:**

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

1) \_\_\_\_\_ Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 10, 2015

**Meeting Date:** September 21, 2015  
**Labor Commissioner PWP #** CC-2015-262

**To:** Regional Transportation Commission  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To determine that Sierra Nevada Construction Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-029, "South Division Street Road Improvement Project" for a bid amount of \$276,007, plus a contingency amount of \$27,600, for a total not to exceed price of \$303,607 to be funded from the Street Repair and Maintenance account, 256-3038-431.04-80, as provided in FY 2015/2016 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the South Division Street Road Improvement Project. The existing roadway is failing and there isn't an accessible route available for pedestrians. The Project consists of pulverizing and repaving Division Street between Fifth Street and King Street to fix roadway failure as well as replacing sidewalks, driveways, curb ramps, and relocating utilities to provide an accessible route between Fifth Street and King Street.

**Type of Action Requested:** (check one)

- (  ) None – Information Only
- (  ) Formal Action/Motion

**Recommended Commission Action:** I move to determine that Sierra Nevada Construction Inc. is the lowest responsive and responsible bidder pursuant to N.R.S 338 and to award Contract No. 1516-029 "South Division Street Road Improvement Project" for a bid amount of \$276,007, plus a contingency amount of \$27,600, for a total not to exceed price of \$303,607

**Explanation for Recommended Commission Action:** NOTICE TO CONTRACTORS was published in the Nevada Appeal on August 13, 2015. The bids were opened at approximately 11:10am on September 10, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Dee Westmoreland, MKD Construction; Tony Autino, Spanish Springs Construction; Tanner Hiatt, A & K Earth Movers; Darcy Carpenter, Sierra Nevada Construction, Danny Rotter, Darren Anderson,

Graham Dollarhide, and Rick Cooley from Carson City Public Works Department; and Laura Tadman, Purchasing and Contracts Administrator.

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

<b>Name of Bidder</b>	<b>Total Bid</b>
A&K Earth Movers	\$274,000.00
Sierra Nevada Construction	\$276,007.00
Spanish Springs Construction	\$276,443.00
MKD Construction	\$342,464.75

A&K Earth Movers was found non responsive due to not providing the Buy America and Lobbying certifications per page 1 of Attachment C contained in the bid document. The certifications must be provided with the bid proposal per 49 U.S.C. 5323(j)(1) and 49 CFR Part 661.5. Staff recommends award to Sierra Nevada Construction as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

**Applicable Statute, Code, Rule or Policy:** N.R.S. Chapter 338 Public Works

**Engineers Estimate:** \$290,000

**Fiscal Impact:** Not to exceed \$303,607

**Explanation of Impact:** If approved the below referenced account could be decreased by \$303,607.

**Funding Source:** Street Repair and Maintenance 256-3038-431.04-80, FY2016 budget of \$459,006. While the contractor will be paid from this account, the portion of the contract cost associated with the implementation of ADA compliant sidewalks will be reimbursed at an 80% Federal share rate with Federal Transit Administration 5307 funds with the reimbursement credited to the Streets Funds.

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

**Supporting Material:** Bid Tabulation Report, Contract No. 1516-029, and Bid Response.

**Prepared By:** Laura Tadman, Purchasing and Contracts Administrator

**Reviewed By:** \_\_\_\_\_ Date: \_\_\_\_\_  
(Transportation Manager)  
\_\_\_\_\_  
(Public Works Director) Date: \_\_\_\_\_  
\_\_\_\_\_  
(Finance Director) Date: \_\_\_\_\_  
\_\_\_\_\_  
(District Attorney's Office) Date: \_\_\_\_\_

**Commission Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Vote Recorded By)

## Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1516-029 South Division Street Road Improvements

Date and Time of Opening: September 10, 2015 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder # 3		
			A & K Earth Movers, Inc.		Sierra Nevada Construction, Inc.		Spanish Springs Construction		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			2		2		2		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$46,661.00	\$46,661.00	\$10,000.00	\$10,000.00	\$6,959.00	\$6,959.00
2	Traffic Control	1	LS	\$7,200.00	\$7,200.00	\$29,542.75	\$29,542.75	\$25,000.00	\$25,000.00
3	Surveying	1	SF	\$5,290.00	\$5,290.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00
4	Over Excavation of Unsuitable Materials Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section	100	CY	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$30.00	\$3,000.00
5	4" Plantmix Pavement Type 2 Agg., NV 64-28 with Lime, 75 Blow	35,100	SF	\$0.70	\$24,570.00	\$1.00	\$35,100.00	\$1.00	\$35,100.00
6	Adjust Existing Valve Can to Grade	35,100	SF	\$2.30	\$80,730.00	\$2.40	\$84,240.00	\$2.75	\$96,525.00
7	Adjust Existing Manhole Frame and Cover to Grade	7	EA	\$550.00	\$3,850.00	\$650.00	\$4,550.00	\$800.00	\$5,600.00
8	Remove Existing PCC Sidewalk	1	EA	\$1,300.00	\$1,300.00	\$950.00	\$950.00	\$1,400.00	\$1,400.00
9	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	1550	SF	\$1.40	\$2,170.00	\$3.70	\$5,735.00	\$2.00	\$3,100.00
10	Remove Existing PCC Curb and Gutter	1400	SF	\$9.00	\$12,600.00	\$8.00	\$11,200.00	\$9.00	\$12,600.00
11	Type 1 PCC Curb and Gutter on 6" of Aggregate Base	430	LF	\$5.50	\$2,365.00	\$19.00	\$8,170.00	\$10.00	\$4,300.00
12	PCC Retaining Curb	430	LF	\$26.00	\$11,180.00	\$27.00	\$11,610.00	\$35.00	\$15,050.00
13	Remove Existing PCC Driveway Apron	180	LF	\$26.00	\$4,680.00	\$23.00	\$4,140.00	\$25.00	\$4,500.00
14	Remove Existing AC Driveway	220	SF	\$8.50	\$1,870.00	\$5.50	\$1,210.00	\$3.00	\$660.00
15	AC Driveway (3" AC on 6" Agg Base)	120	SF	\$4.20	\$504.00	\$4.50	\$540.00	\$3.00	\$360.00
16	PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	120	SF	\$12.00	\$1,440.00	\$3.90	\$468.00	\$9.00	\$1,080.00
17	PCC Driveway Apron Type 2 (6" Conc. On 6" Base)	410	SF	\$11.25	\$4,612.50	\$13.00	\$5,330.00	\$13.00	\$5,330.00
18	Remove Existing PCC Pedestrian Ramp	110	SF	\$12.75	\$1,402.50	\$12.00	\$1,320.00	\$13.00	\$1,430.00
19	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	375	SF	\$4.00	\$1,500.00	\$5.75	\$2,156.25	\$2.00	\$750.00
20	Removal and Restoration of Existing Site Improvements	1400	SF	\$14.50	\$20,300.00	\$19.00	\$26,600.00	\$15.00	\$21,000.00
21	Striping	1	EA	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00
22	Reinstall Existing Traffic Sign "STOP"	1	LF	\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00	\$5,500.00	\$5,500.00
23	Remove Existing Inlet and Storm Drain Pipe	4	EA	\$400.00	\$1,600.00	\$280.00	\$1,120.00	\$550.00	\$2,200.00
24	Type 4R Storm Drain Inlet	1	LS	\$1,300.00	\$1,300.00	\$2,625.00	\$2,625.00	\$1,500.00	\$1,500.00
25	15" Class IV RCP Storm Drain Pipe	1	EA	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
26	Relocate Existing Water Meter	50	LF	\$71.50	\$3,575.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00
27	Relocate Existing Fire Hydrant	3	EA	\$3,400.00	\$10,200.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00
28		1	EA	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
<b>Total Bid Price (Schedule A)</b>				\$274,000.000		\$276,007.00		\$276,444.00	
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				5%, 1% , OTHER		5%, 1% & OTHER		5%	
Bid Document executed? y/n				Y		Y		Y	

# Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

**Notice to Contractors Bid# 1516-029 South Division Street Road Improvements**

**Date and Time of Opening: September 10, 2015 @ 11:10 a.m.**

Description			Bidder # 4		
			MKD Construction		
BONDING Provided, \$, %, or no			5%		
BIDDER acknowledges receipt addendums			2		
Description	Sched Value	Unit	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>					
1	Mobilization, Demobilization and Clean-Up	1	LS	\$16,500.00	\$16,500.00
2	Traffic Control	1	LS	\$20,500.00	\$20,500.00
3	Surveying	1	SF	\$10,000.00	\$10,000.00
4	Over Excavation of Unsuitable Materials Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section	100	CY	\$35.00	\$3,500.00
5	4" Plantmix Pavement Type 2 Agg., NV 64-28 with Lime, 75 Blow	35,100	SF	\$1.75	\$61,425.00
6	Adjust Existing Valve Can to Grade	35,100	SF	\$2.84	\$99,684.00
7	Adjust Existing Manhole Frame and Cover to Grade	7	EA	\$1,000.00	\$7,000.00
8	Remove Existing PCC Sidewalk Type A PCC Sidewalk (4" concrete on 4" aggregate base)	1	EA	\$2,100.00	\$2,100.00
9	Remove Existing PCC Curb and Gutter Type 1 PCC Curb and Gutter on 6" of Aggregate Base	1550	SF	\$5.00	\$7,750.00
10	PCC Retaining Curb	1400	SF	\$10.25	\$14,350.00
11	Remove Existing PCC Driveway Apron	430	LF	\$14.00	\$6,020.00
12	Remove Existing AC Driveway	430	LF	\$33.75	\$14,512.50
13	AC Driveway (3" AC on 6" Agg Base) PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	180	LF	\$26.00	\$4,680.00
14	PCC Driveway Apron Type 2 (6" Conc. On 6" Base)	220	SF	\$2.85	\$627.00
15	Remove Existing PCC Pedestrian Ramp PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	120	SF	\$3.00	\$360.00
16	Removal and Restoration of Existing Site Improvements	120	SF	\$5.50	\$660.00
17	Striping	410	SF	\$14.50	\$5,945.00
18	Reinstall Existing Traffic Sign "STOP"	110	SF	\$14.50	\$1,595.00
19	Remove Existing Inlet and Storm Drain Pipe Type 4R Storm Drain Inlet	375	SF	\$3.35	\$1,256.25
20	15" Class IV RCP Storm Drain Pipe	1400	SF	\$20.25	\$28,350.00
21	Relocate Existing Water Meter	1	EA	\$14,000.00	\$14,000.00
22	Relocate Existing Fire Hydrant	1	LF	\$4,650.00	\$4,650.00
23		4	EA	\$350.00	\$1,400.00
24		1	LS	\$2,550.00	\$2,550.00
25		1	EA	\$3,450.00	\$3,450.00
26		50	LF	\$70.00	\$3,500.00
27		3	EA	\$1,200.00	\$3,600.00
28		1	EA	\$2,500.00	\$2,500.00
<b>Total Bid Price (Schedule A)</b>					\$342,464.750
Total Bid Price written in words? y/n				Y	
Bidder Information provided? y/n				Y	
Sub Contractors listed? y/n or none				5%, 1% , OTHER	
Bid Document executed? y/n				Y	



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

THIS CONTRACT made and entered into this 21st day of September 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1516-029**, titled **South Division Street Road Improvements** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

### 1. REQUIRED APPROVAL:

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

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-029 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/Index.aspx?page=998>.

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

For P&C Use Only

CCBL expires \_\_\_\_\_

NVCL expires \_\_\_\_\_

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

WC expires \_\_\_\_\_

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-029

Title: South Division Street Road Improvements

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Kevin L. Roberston, President  
Sierra Nevada Construction, Inc.  
P.O. Box 50760  
Sparks, NV 89435  
Email: [bids@snc.biz](mailto:bids@snc.biz)

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Seventy Six Thousand Seven Dollars and 00/100 (\$276,007.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

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: 1516-029

Title: South Division Street Road Improvements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

is finished.

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

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

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

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

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

## 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

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;

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(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.

## 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

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the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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

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

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

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



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additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

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

## 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

## 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

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be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

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

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

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

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

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

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

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

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

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

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

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

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

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

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City

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Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

## 16. BUSINESS LICENSE:

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

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

## 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

## 18. WAIVER OF BREACH:

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

## 19. SEVERABILITY:

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

## 20. ASSIGNMENT / DELEGATION:

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

## 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

## **22. PUBLIC RECORDS:**

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

## **23. CONFIDENTIALITY:**

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

## **24. FEDERAL FUNDING:**

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

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

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

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

24.1.4 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 Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## **25. LOBBYING:**

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

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

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

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

## **26. GENERAL WARRANTY:**

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

## **27. PROPER AUTHORITY:**

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

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

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

## **29. GOVERNING LAW / JURISDICTION:**

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

## **30. ENTIRE CONTRACT AND MODIFICATION:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Nancy Paulson, Finance Director

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**

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

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

Dated: \_\_\_\_\_

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

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

**CONTRACTOR**

**BY:** Kevin L. Robertson

**TITLE:** President

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

**CARSON CITY BUSINESS LICENSE #:** 15-04425

**NEVADA CONTRACTORS LICENSE #:** 25565

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

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

**Telephone:** 775-355-0420

**E-mail Address:** bids@snc.biz

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

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

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

)**ss**

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

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

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

(Notary Stamp)



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1516-029**

**Title: South Division Street Road Improvements**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 21, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-029** and titled **South Division Street Road Improvements**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
Brad Bonkowski, Chairperson

DATED this 21st day of September, 2015.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 21st day of September, 2015.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-029

Title: South Division Street Road Improvements

## PERFORMANCE BOND

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

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID # 1516-029** and titled **South Division Street Road Improvements** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID #1516-029** and titled **South Division Street Road Improvements** in accordance with drawings and  
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1516-029** and titled South Division Street Road Improvements

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

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

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

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

**NOTICE:**

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

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 3**  
**Carson City, NV 89701**  
**775-283-7137/FAX 887-2107**

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

**NOTICE TO CONTRACTORS**

**BID #1516-029**

**South Division Street Road Improvement Project**

**PWP # CC-2015-262**

**Addendum No. 2**

1. Clarification: The "FTA DBE Race Neutral Goal Form" on Bid Proposal Page BP-16 is **required to be completed if DBE firms are utilized**. It must be submitted with the Bid Proposal; however, *it does not need to have DBE firm signatures*. The signatures must be obtained by the contractor recommended for award, and the form shall be included with the conformed contract documents for compliance purposes. If DBE firms are not utilized, the form does not need to be completed.



**CARSON CITY PURCHASING AND CONTRACTS**

**201 North Carson Street, Suite 3**

**Carson City, NV 89701**

**775-283-7137/FAX 887-2107**

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

**NOTICE TO CONTRACTORS**

**BID #1516-029**

**South Division Street Road Improvement Project**

**PWP # CC-2015-262**

**Addendum No. 1**

1. GC 3.5 Time of Completion is to be revised for the contractor to complete the entire Work by and within 45 working days
2. GC 7.3.5 Working Hours is to be revised to be between the hours of (7:00) AM to (5:00) PM, Monday through Friday.
3. This project is anticipated to be awarded at the September 21<sup>st</sup> Regional Transportation Committee meeting.



# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Sierra Nevada Construction, Inc.

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 5% Dollars

(state sum in words) Five percent of attached bid

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

WHEREAS, the Principal has submitted a bid, identified as **BID # 1516-029** and titled **"South Division Street Road Improvements"**.

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid 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 in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 1st day of September 2015

Signature of Principal: [Signature]

Title: President

Firm: Sierra Nevada Construction, Inc.

Address: 2055 East Greg

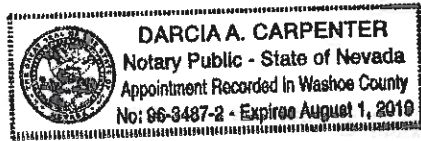
City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Kevin L. Robertson

ATTEST NAME Darcia A. Carpenter

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 10th day of September 2015

(printed name of notary) Darcia A. Carpenter Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information Complete for out of state bonding companies

Name of Surety Liberty Mutual Insurance Company

Address 14123 Denver West Parkway

City Golden

State/Zip Code CO 80401

Name Lori Jones

Title Attorney-In-Fact

Phone 775-996-6037

Surety's Acknowledgement [Signature]

Name of Local Agent LP Insurance Services, Inc.

Address 300 E 2nd Street Suite 1300

City Reno

State/Zip Code Nevada 89501

Agent's Name Lori Jones

Agent's Title Resident Agent

Agents Phone 775-996-6037

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 services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Lori Jones; Nicholas D. Rossi; Patricia Owens; 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 19th day of June 2015

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

By: David M. Carey  
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of June 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
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 American Fire and Casualty Company, 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 XII – 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 1<sup>st</sup> day of September 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

# BID PROPOSAL

**BID # 1516-029**

**BID TITLE: "South Division Street Road Improvements"**

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

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

**A COPY OF CONTRACTOR'S "CERTIFICATE"** of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338-147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

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

**BIDDER** acknowledges receipt of 1,2 Addendums.

## BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Schedule A:</b>				
1	Mobilization, Demobilization and Clean-Up	1	LS	<del>10,000.00</del>	<del>10,000.00</del>
2	Traffic Control	1	LS	<del>29,542.75</del>	<del>29,542.75</del>
3	Surveying	1	LS	<del>5,800.00</del>	<del>5,800.00</del>
4	Over Excavation of Unsuitable Materials	100	CY	<del>45.00</del>	<del>4,500.00</del>
5	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section	35,100	SF	<del>1.00</del>	<del>35,100.00</del>
6	4" Plantmix Pavement Type 2 Agg., NV 64-28 with Lime, 75 Blow	35,100	SF	<del>2.40</del>	<del>84,240.00</del>
7	Adjust Existing Valve Can to Grade	7	EA	<del>650.00</del>	<del>4,550.00</del>
8	Adjust Existing Manhole Frame and Cover to Grade	1	EA	<del>950.00</del>	<del>950.00</del>
9	Remove Existing PCC Sidewalk	1,550	SF	<del>3.70</del>	<del>5,735.00</del>
10	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	1,400	SF	<del>8.00</del>	<del>11,200.00</del>
11	Remove Existing PCC Curb and Gutter	430	LF	<del>19.00</del>	<del>8,170.00</del>
12	Type 1 PCC Curb and Gutter on 6" of Aggregate Base	430	LF	<del>27.00</del>	<del>11,610.00</del>
13	PCC Retaining Curb	180	LF	<del>23.00</del>	<del>4,140.00</del>
14	Remove Existing PCC Driveway Apron	220	SF	<del>5.50</del>	<del>1,210.00</del>
15	Remove Existing AC Driveway	120	SF	<del>4.50</del>	<del>540.00</del>
16	AC Driveway (3" AC on 6" Agg Base)	120	SF	<del>3.90</del>	<del>468.00</del>
17	PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	410	SF	<del>13.00</del>	<del>5,330.00</del>
18	PCC Driveway Apron Type 2 (6" Conc. On 6" Base)	110	SF	<del>12.00</del>	<del>1,320.00</del>
19	Remove Existing PCC Pedestrian Ramp	375	SF	<del>5.75</del>	<del>2,156.25</del>
20	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	1,400	SF	<del>19.00</del>	<del>26,600.00</del>
21	Removal and Restoration of Existing Site Improvements	1	LS	<del>2,200.00</del>	<del>2,200.00</del>
22	Striping	1	LS	<del>2,700.00</del>	<del>2,700.00</del>
23	Reinstall Existing Traffic Sign "STOP"	4	EA	<del>280.00</del>	<del>1,120.00</del>

BP - 2



## BID PROPOSAL

24	Remove Existing Inlet and Storm Drain Pipe	1	LS	2,625. <sup>00</sup>	2,625. <sup>00</sup>
25	Type 4R Storm Drain Inlet	1	EA	2,800. <sup>00</sup>	2,800. <sup>00</sup>
26	15" Class IV RCP Storm Drain Pipe	50	LF	100. <sup>00</sup>	5,000. <sup>00</sup>
27	Relocate Existing Water Meter	3	EA	1,200. <sup>00</sup>	3,600. <sup>00</sup>
28	Relocate Existing Fire Hydrant	1	EA	2,800. <sup>00</sup>	2,800. <sup>00</sup>
BP.2	Total Base Bid Price (Schedule A)			276,007. <sup>00</sup>	

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

Two hundred seventy six thousand seven dollars no cents

BP.4 BIDDER INFORMATION:

Company Name: Sierra Nevada Construction, Inc.

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

Contact Person / Title: Kevin L. Robertson, President

Mailing Address:	<u>PO Box 50760</u>
City, State, Zip Code:	<u>Sparks, Nevada 89435</u>
Complete Telephone Number:	<u>775-355-0420</u>
Complete Fax Number:	<u>775-355-0535</u>
E-mail Address:	<u>bids@snc.biz</u>

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	<u>25565</u>
License Classification(s):	<u>A, general engineering</u>
Limitation(s) of License:	<u>unlimited</u>
Date Issued:	<u>7/5/88</u>

# BID PROPOSAL

Date of Expiration:	7/31/17
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	15-00004425
Date Issued:	12/9/14
Date of Expiration:	12/31/15
Name of Licensee:	Sierra Nevada Construction, Inc.

**BP.6 DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

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

**Corporation:**

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	PO Box 50760
City, State, Zip Code:	Sparks, Nevada 89435

# BID PROPOSAL

Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Maxwell

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
see attached	
Name 1)	

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Project Management	2005	2004	
Fred Courier	Vice President Estimating	2005	1985	
Mark Gordine	Vice President Business Development	2005	1990	
Alex Faust	Vice President Pavement Preservation	2002	2000	

# BID PROPOSAL

**BP.8 REFERENCES:**

**Instructions:**

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

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

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

# BID PROPOSAL

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



# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,351.00	Highway Reconstruction	5/22/2015	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	Carson City East West Water Transmission Main	\$2,103,233.00	Water Line Reconstruction	4/30/2015	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$1,705,053.00	Street Reconstruction	2/27/2015	Jayna Ruiz	209-468-3017	1510 E. Hazelton Ave., Stockton CA 95205
Regional Transportation Commission	RTC Plumas Street Pedestrian Improvements	\$3,118,685.00	Pedestrian Improvement	2/12/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
County of Sacramento	Sacramento Int Airport Landside Roadway Rehab	\$1,076,118.00	Apron Paving & Reconstruction	2/4/2015	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurfacing	\$1,335,326.00	Street Reconstruction	1/31/2015	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	1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Sturry Seal	\$2,216,474.00	Sturry Seal	1/31/2015	Public Works	707-445-7245	1106 Second Street, Eureka CA 95501
Humboldt County	Humboldt County 2014 Street Resurfacing	\$412,111.00	Asphalt Maintenance	1/13/2015	Anthony Salam	925-516-5420	150 City Park Way, Brentwood CA 94513
City of Brentwood	Brentwood 2014 Pavement Management Program	\$534,746.00	Asphalt Maintenance	12/31/2014	Sam Lompa	775-888-3040	310 Galetti Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$2,567,813.00	Chip Seal	12/31/2014	Jim Merino	(530) 542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconstruction/Underground Utilities	12/31/2014	Miguel Chavez	916-825-5511	4081 Alvis Ct, Rocklin, CA 95677
City of Rocklin	Rocklin 2014 Resurfacing Project	\$2,208,709.00	Street Reconstruction	12/19/2014	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95815
California Department of Transportation	Caltrans 03-3F6804 Grass Valley at Alta	\$454,345.00	Highway Reconstruction	12/3/2014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00	Street Reconstruction	11/20/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT Q0-004-14 HQ South Parking Lot	\$1,038,758.00	Parking Lot Reconstruction	11/20/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
City of Ione	Ione 2014 Pavement Rehabilitation Project	\$182,802.00	Asphalt Maintenance	11/20/2014	Public Works	209-274-2412	1 E. Main Street, Ione CA 95640
City of Ukiah	Ukiah Street Seal of Local Streets	\$102,907.00	Asphalt Maintenance	11/20/2014	Richard Stearn	707-463-5203	300 Seminary Ave., Ukiah CA 95482
Associa Sierra North	Arrowcreek 2014	\$1,616,752.00	Asphalt Maintenance	11/25/2014	Richard Stearn	707-463-5203	300 Seminary Ave., Ukiah CA 95482
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$392,695.00	Apron Paving & Reconstruction	11/15/2014	Jeanne Tarantino	916-876-6313	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Earhart Taxiway W	\$165,951.00	Apron Paving & Reconstruction	11/14/2014	Steve Cooke	916-876-6313	9660 Ecology Lane, Sacramento CA 95827
Washoe County	Washoe County 2014-15 Slurry Seal	\$1,556,641.00	Asphalt Maintenance	11/14/2014	Steve Cooke	916-876-6313	9660 Ecology Lane, Sacramento CA 95827
Washoe Co School District	WCS D Pavement Maintenance 2014 - Phase 2	\$1,039,049.00	Asphalt Maintenance	11/17/2014	Gregory Belandria	775-328-2040	1001 E. 8th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$2,654,007.00	Street Reconstruction	11/17/2014	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
Northstar Community Services Department	Northstar 2014 Highlands PRD #7	\$513,899.00	Trail Reconstruction	10/31/2014	Todd Lantry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$134,693.00	Street Reconstruction	10/31/2014	Eric Martin	530-562-9747	908 Northstar Drive, Northstar CA 96161
Regional Transportation Commission	RTC SR 445 Pyramid Hwy/Wiltonwood Project	\$681,713.00	Asphalt Maintenance	10/21/2014	Jayna Ruiz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting	Edgewood Phase 2 - SMC	\$93,587.00	Site Reconstruction	10/15/2014	Joe Stevart	775-335-1874	P.O. Box 30002, Reno NV 89520
Reno Tahoe Airport Authority	Reno Tahoe Airport - Landside Pavement	\$400,710.00	Apron Paving & Reconstruction	10/15/2014	Tony Curatolo	775-328-8400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$406,151.00	Asphalt Maintenance	10/15/2014	Public Works	925-513-2000	255 Glacier Drive, Marinette CA 94553
Douglas County	Douglas County 2014 Road Seal	\$1,021,540.00	Asphalt Maintenance	9/30/2014	Cody Black	775-782-9201	P.O. Box 218, Minden, NV 89423
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$136,123.00	Cattle Guard	9/30/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Landor County	Landor County 2014 Road Seal	\$173,360.00	Slurry Seal	9/30/2014	Joseph McKinney	916-774-5263	311 Vernon Street, Rossville CA 95678
City of Roseville	Roseville 2014 Bike Trail Slurry Seal	\$127,390.00	Asphalt Maintenance	8/31/2014	Debra Kubin	707-472-5000	511 S. Orchard Ave., Ukiah CA 95482
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project I	\$117,962.00	Asphalt Maintenance	8/31/2014	Debra Kubin	707-472-5000	511 S. Orchard Ave., Ukiah CA 95482
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project II	\$721,007.00	Asphalt Maintenance	8/25/2014	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
Washoe County School District	WCS D Pavement Maintenance 2014	\$281,618.00	Asphalt Maintenance	8/12/2014	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
City of Elko	Elko Micro Slurry Project 2014	\$2,288,324.00	Chip Seal	8/8/2014	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$518,073.00	Street Reconstruction	7/31/2014	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$81,692.00	Sewer Replacement	7/18/2014	Willey Courtney	775-951-4788	P.O. Box 209, Garfield NV 89412
Gerlach General Improvement District	Gerlach Sewer Main Replacement	\$304,554.00	Street, Curb & Gutter Reconstruction	6/30/2014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	City of Sparks 4th Street CDBG Curb, Gutter & Pad	\$63,561.00	Sewer Replacement	6/30/2014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	City of Sparks Rock Blvd. Sewer Crossing Replacement	\$62,007.00	Cattle Guard	6/30/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT Q2-005-14 I-80 Truck Inn Cattle Guard	\$616,652.00	Waterline/Backflow Upgrade	4/14/2014	Thor Dyson	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$900,493.00	Street Reconstruction	1/31/2014	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
City of Carson City	2013 Street Maintenance Program	\$700,519.00	Street Reconstruction	1/31/2014	Louis Lani	775-964-2676	P.O. Box 144 Austin NV
Landor County	2013 Road Maintenance Project	\$1,830,928.00	Apron Paving & Reconstruction	11/30/2013	Kevin Smith	530-587-4119	10366 Truckee Airport Road, Truckee CA 96161
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$439,561.00	Street Reconstruction/Overlay	10/31/2013	Ed Mason	775-782-5201	P.O. Box 218, Minden, NV 89423
Douglas County	2013 Road Seal and Overlay Project	\$3,299,706.00	Street Reconstruction	10/31/2013	Ron Darnelle	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	2013 Street Maintenance Program	\$2,286,007.00	Street Reconstruction	10/12/13	Todd Lantry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Town of Truckee	Glenshire Drive Bike Lane	\$3,527,007.00	Booster Pump Station	9/30/2013	Louis Lani	775-964-2676	P.O. Box 144 Austin NV
Lander County	Town of Austin Water Systems	\$1,276,007.00	Waterline and Road Realignment	9/30/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$1,373,007.00	Corrective Maintenance	9/30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	2013 Preventive Maintenance Program	\$375,963.00	Asphalt Maintenance	9/23/2013	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	Lakeside Drive Street Pres.	\$1,666,007.00	Pavement Preservation	9/10/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	California Department of Transportation	\$1,088,007.00	Asphalt Rubber Seal Coat	9/10/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
City of Sparks	Sugar Bowl Academy	\$1,100,000.00	Stework/Sewer	8/31/2013	Joe Stevart	775-667-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT #3513 SR 306 Backwa	\$7,477,007.00	Asphalt Maintenance	8/31/2013	Miguel Chavez	916-825-5511	4081 Alvis Ct, Rocklin, NV 95677
City of Rocklin	Street Reconstruction Project	\$1,785,007.00	Street Reconstruction	8/31/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans - Eldorado County	\$706,007.00	HMA Overlay	8/21/2013	Dennis Strickland	775-777-7241	11751 College Avenue, Elko, NV 89801
City of Elko	2013 Microsurfing Project	\$244,693.00	Microsurfing	8/20/2013	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	Sutro Street Rehab	\$1,376,007.00	Street Reconstruction/Underground Utility	8/20/2013	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	2013 Street Rehab	\$677,007.00	Street Maintenance	8/15/2013	Jeff James	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans - Placerville	\$559,007.00	Pave and Microseal	8/15/2013	Hugo Topete	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	Cattle Guard	\$88,007.00	Cattle Guard	8/15/2013	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Ma	7/30/2013	David Fanning	775-482-8174	250 N. Hwy 760, Suite 2, Pahrump, NV 89060

EXHIBIT A

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Client/Project Name	Project Description	Value	Start Date	End Date	Location
Washoe County School District	Running Track Reconstruct	\$542,007.00	7/20/2013	7/20/2013	925 E. 9th Street, Reno NV 89502
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$1,073,007.00	6/30/2013	6/30/2013	P.O. Box 30002, Reno NV 89502
Nevada Department of Transportation	NDOT #3465 Virginia City	\$6,969,007.00	5/31/2013	5/31/2013	775-348-0400
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Crack Seal	\$562,007.00	5/13/2012	5/13/2012	(775) 688-1253 1263 S. Stewart St. Carson City, NV 89712
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,463.00	10/9/2012	10/9/2012	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
California Department of Transportation	Calltrans 03-3M8304-L80 Truckee	\$7,159,007.00	10/9/2012	10/9/2012	(530) 542-6027 1052 Taita Lane, South Lake Tahoe, CA 96150
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	10/10/2012	10/10/2012	(530) 682-5837 1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Calltrans 02-3E2204 RT 70 & 89 Overlay	\$2,696,007.00	8/31/2012	8/31/2012	(775) 246-3722 61 Industrial Parkway, Carson City NV 89706
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkley)	\$1,797,007.00	8/30/2012	8/30/2012	(930) 843-8390 1165 S. Stewart St. Carson City, NV 89502
Nevada Department of Transportation	NDOT 02-006-12 Cattle Guards	\$167,007.00	7/31/2012	7/31/2012	(775) 827-8111 P.O. Box 1900, Reno, NV 89505
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	7/30/2012	7/30/2012	(775) 335-1874 1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC 03-4M3204 RT 70 Micro	\$619,007.00	7/15/2012	7/15/2012	(530) 895-5245 1727 - 30th Street, Sacramento, CA 95816
Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$409,007.00	6/30/2012	6/30/2012	(775) 827-7960 1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT 03-006-11 Chip Seal	\$6,087,451.00	6/15/2012	6/15/2012	(775) 777-2701 1263 S. Stewart St. Carson City, NV 89712
Eureka County	Eureka 2011 Street Maintenance	\$4,324,007.00	6/15/2012	6/15/2012	775-237-5285 10 S. Main Street, Eureka, NV 89316
Regional Transportation Commission	Robb & Shattarans Drive	\$1,329,007.00	5/1/2012	5/1/2012	(775) 888-7050 1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT 0A-007-12 Lakeview Drainage	\$192,007.00	4/30/2012	4/30/2012	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-01 Phase 2 (First St.)	\$506,007.00	4/30/2012	4/30/2012	(775) 894-0056 1355 Capital Blvd., Reno, NV 89502
Truckee Meadows Water Authority	TMWA COR Unit H	\$195,007.00	4/26/2012	4/26/2012	(775) 888-7050 1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT 00-001-12 Parking Lot	\$1,026,553.00	4/26/2012	4/26/2012	(775) 894-0056 1355 Capital Blvd., Reno, NV 89502
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$129,007.00	3/14/2012	3/14/2012	(775) 828-1623 556 Double Eagle Blvd., Reno, NV 89521
Regional Transportation Commission	RTC Packham Lane Rehabilitation	\$654,007.00	3/12/2012	3/12/2012	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50	2/23/2012	2/23/2012	(775) 348-0171 1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$1,548,007.00	1/17/2012	1/17/2012	(775) 237-5285 10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Calltrans 09-385704 Bodle	\$3,586,007.00	12/31/2011	12/31/2011	760-872-0781 1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$1,659,007.00	12/22/2011	12/22/2011	(775) 237-5265 10 S. Main Street, Eureka, NV 89316
City of Carson City	Carson City Street Maintenance 2011	\$507,007.00	12/20/2011	12/20/2011	(775) 887-2355 201 N. Carson Street Ste 3, Carson City, NV 89701
California Department of Transportation	Calltrans 03-3M9404 Truckee Rt. 267	\$957,007.00	11/18/2011	11/18/2011	(530) 550-9831 1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT 02-011-11 Micro	\$958,007.00	11/10/2011	11/10/2011	(775) 777-2700 1263 S. Stewart St. Carson City, NV 89712
California Department of Transportation	Calltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	10/31/2011	10/31/2011	(530) 587-5698 1727 - 30th Street, Sacramento, CA 95816
PAR Electrical	RTC TE Spot - Par Electrical	\$177,007.00	10/31/2011	10/31/2011	(775) 329-0407 1465 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	9/30/2011	9/30/2011	(775) 548-0171 1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$1,459,007.00	9/30/2011	9/30/2011	(775) 517-5011 3590 Graham Avenue, Silver Springs, NV 89429
Elko County Public Works	Harrison Pass Chip Seal	\$20,600.00	9/20/2011	9/20/2011	(775) 682-5036 964 River Street, Elko, NV 89801
California Department of Transportation	Calltrans 09-348204 Rte 69 Coleville	\$1,186,007.00	8/31/2011	8/31/2011	(530) 738-5837 1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$890,561.00	8/26/2011	8/26/2011	530-542-6182 1901 Airport Rd., #100, South Lake Tahoe, CA 96150
Valley Slurry Seal	RTC 2011 Preventive Maintenance - VSS	\$588,724.57	8/26/2011	8/26/2011	(916) 373-1500 P.O. Box 98331, West Sacramento CA 95798
City of Nevada City	Nevada City Paving and Reconstruction	\$399,351.00	6/22/2011	6/22/2011	(530) 265-2469 1263 S. Stewart St. Carson City, NV 89712
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00	6/17/2011	6/17/2011	(775) 321-8354 P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00	6/17/2011	6/17/2011	775-852-9802 9655 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$1,237,007.00	2/18/2011	2/18/2011	530-544-6474 201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	12/1/2010	12/1/2010	775-887-2355 201 N. Carson Street Ste 3, Carson City, NV 89701
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	10/1/2010	10/1/2010	1275 Meador Crest Dr, South Lake Tahoe, CA 96150
Nevada Department of Transportation	NDOT #3285-L80 Vista	\$8,593,007.00	10/1/2010	10/1/2010	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Calltrans 02-3S0904 Johnstonville	\$1,179,007.00	10/1/2010	10/1/2010	775-829-6393 1263 S. Stewart St. Carson City, NV 89712
Lyon County	Afonso Drive Reconstruction	\$852,014.00	10/1/2010	10/1/2010	775-577-5011 3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	9/30/2010	9/30/2010	530-822-4305 1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Vassar Street	\$1,469,007.00	9/30/2010	9/30/2010	775-348-0171 1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$6,424,101.00	8/27/2010	8/27/2010	1355 Capital Blvd., Reno, NV 89502
Eureka County	2010 ARRA Street Maintenance	\$399,007.00	8/20/2010	8/20/2010	916-817-4645 1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Calltrans 03-3E5604 Hwy 49	\$729,007.00	8/15/2010	8/15/2010	775-237-5265 10 S. Main Street, Eureka, NV 89316
City of Alhambra	Alhambra Airport	\$189,007.00	8/13/2010	8/13/2010	530-238-2512 200 W North Street, Alturas, CA 96101
California Department of Transportation	Calltrans 09-342904 Lee Vining	\$2,027,007.00	8/13/2010	8/13/2010	505-542-5403 1727 30th Street, Sacramento, CA 95816
US Forest Service	Mount Watson Chip Seal	\$218,007.00	6/30/2010	6/30/2010	775-348-0171 1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	S. Virginia/Klezke Lane	\$822,007.00	6/17/2010	6/17/2010	530-822-4305 1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Calltrans 02-1E8904 Blairsdalen	\$847,007.00	6/17/2010	6/17/2010	775-548-0171 1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Sparks Consolidated 09-02	\$1,248,007.00	6/17/2010	6/17/2010	775-237-5265 10 S. Main Street, Eureka, NV 89316
Eureka County	Street Maintenance 2009	\$1,993,007.00	6/17/2010	6/17/2010	209-869-7128 6707 Third Street, Riverbank, CA 95367
Pershing County School District	Pershing County Schools	\$529,007.00	3/15/2010	3/15/2010	916-869-8912 2729 Prospect Park Circle, Rancho Cordova, CA
City of Riverbank	Eureka Water Tank	\$2,114,007.00	12/31/2009	12/31/2009	916-826-3343 2580 Sierra Sunrise Terrace Ste 100, Chico, CA
City of Reno	Downtown Beautification Phase 2	\$4,634,265.00	11/30/2009	11/30/2009	760-872-0601 1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Pavement Rehabilitation Phase 2	\$1,772,007.00	11/15/2009	11/15/2009	775-528-1622 555 Double Eagle Blvd., Reno, NV 89521
Bureau of Reclamation	SR 89 Gridley	\$1,534,007.00	11/1/2009	11/1/2009	775-348-0171 1105 Terminal Way Ste 108, Reno, NV 89502
California Department of Transportation	Calltrans #09-336604 Sonora Junction	\$1,993,007.00	11/1/2009	11/1/2009	775-528-1622 555 Double Eagle Blvd., Reno, NV 89521
Nye County	Gabbs Airport	\$113,007.00	11/1/2009	11/1/2009	775-273-7819 1150 Elmhurst Ave, Lovelock, NV 89419
Regional Transportation Commission	Longley Lane	\$849,263.00	11/1/2009	11/1/2009	775-273-7819 1150 Elmhurst Ave, Lovelock, NV 89316
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	11/1/2009	11/1/2009	775-348-0171 1105 Terminal Way Ste 108, Reno, NV 89502
Idaho County Public Works	N Barlow/Dixon Lanes	\$766,007.00	11/1/2009	11/1/2009	760-878-0201 P.O. Drawer Q, Independence, CA 93526
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$383,007.00	11/1/2009	11/1/2009	775-887-3367 1263 S. Stewart St. Carson City, NV 89712

EXHIBIT A



# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Lander County	Battle Mountain Airport	\$228,007.00	Asphalt Maintenance	10/15/2009	Greg Riley	775-635-2885	315 S Humboldt Street	Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$9,088,007.00	Asphalt Grnd and Pave	10/15/2009	Jim Killian	775-623-8070	1269 S. Stewart St.	Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00	Freeway Reconstruction	10/1/2009	Joe Blommer	760-672-9601	1727 - 30th Street	Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Stework/Tank/Piping	7/1/2009	Lowell Patton	775-784-9910	595 Silver Lace Blvd.,	Fernley, NV 89408
City of Carson City	Clearview Drive Widening	\$813,007.00	Street Reconstruction	11/20/2008	John Platt	775-887-2365	3505 Butti Way	Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruct	\$3,589,447.00	Street Reconst/Underground Utilities	11/7/2008	Daren Schulz	775-887-2365	3505 Butti Way	Carson City, NV 89701
Regional Transportation Commission	Wedekind Road	\$499,007.00	Street Reconstruction	10/31/2008	Michelle Dennis	(775) 348-0171	1105 Terminal Way, Ste 108,	Reno, NV 89520
Trammel Crow	West American Commerce Center	\$6,725,745.00	Stework/Underground Utilities	10/31/2008	Odo Langowski	(775) 356-9121	6980 Sierra Center Pkwy,	Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381804 Milford	\$28,848,007.00	Shoulder Widening	10/15/2008	Chris Cummins	(801) 625-5605	4701 N. Torrey Pines Drive,	Las Vegas, NV 89130
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00	Stework	10/10/2008	Steve Roehr	(775) 834-8056	1355 Capital Blvd.,	Reno, NV 89502
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$3,087,007.00	Stework/Tank/Piping	10/1/2008	Jim Puccinelli	(775) 887-2365	3505 Butti Way	Carson City, NV 89701
City of Carson City	2008 Carson City Slurry	\$494,832.76	Slurry Seal	9/30/2008	John Platt	(775) 348-0171	1105 Terminal Way,	Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Mayberry	\$1,267,007.00	Street Reconstruction	9/30/2008	David Logan	(775) 348-0171	1105 Terminal Way,	Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Pyramid / LaPosada	\$6,787,690.75	Street Reconstruction	9/30/2008	Michelle Dennis	(775) 348-0171	1105 Terminal Way,	Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Alcos Parkway	\$1,824,007.00	Street Reconstruction	8/31/2008	Doug Maloy	(916) 677-4645	1110 W. Capitol Ave.,	W. Sacramento CA 95691
City of West Sacramento	Tower Bridge Gateway	\$4,329,007.00	Street Reconstruction	8/31/2008	Lenard LaChapelle	(775) 739-5036	1994 River Street,	Elko, NV 89601
Elko County Commissioners	Jiggs Road Chip Seal	\$414,007.00	Chip Seal	8/25/2008	Oris W. Tipton, III	(775) 834-8056	1355 Capital Blvd.,	Reno, NV 89502
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00	Stework/Tank/Piping	8/1/2008	Jim Puccinelli	(775) 834-8056	1355 Capital Blvd.,	Reno, NV 89502
California Department of Transportation	Caltrans #03-290504 Kings Beach	\$1,927,007.00	Drainage Improvements	5/1/2008	Tim Crosby	(530) 587-5998	1727 - 30th Street,	Sacramento, CA 95816

# BID PROPOSAL

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

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
 Kevin L. Robertson  
 \_\_\_\_\_  
 Printed Name

President  
 \_\_\_\_\_  
 Title  
 September 10, 2015  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**BIDDER'S SAFETY INFORMATION**

**Bidder's Safety Factors:**

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2014	.91	1.51
2013	.99	3.80

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

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

# BID PROPOSAL

## SUBCONTRACTORS

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

Name of Subcontractor <i>Sierra Nevada Construction, Inc.</i>	Address <i>PO Box 50760, Sparks, Nevada 89435</i>	
Phone <i>775-355-0420</i>	Nevada Contractor License # <i>25565</i>	Limit of License <i>UNlimited</i>
Description of work <i>mobilization (partial), traffic control, concrete demo, road excavation (partial), grading, paving, aggregate base, storm drain improvements, adjust utilities, relocate meters and hydrant</i>		
Name of Subcontractor <i>Reno Concrete Inc.</i>	Address <i>PO Box 34210, Reno, Nevada 89533</i>	
Phone <i>775-829-2200</i>	Nevada Contractor License # <i>40810</i>	Limit of License <i>3,000,000.00</i>
Description of work <i>concrete flatwork</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

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

Name of Subcontractor <i>Sierra Nevada Construction, Inc.</i>	Address <i>PO Box 50760, Sparks, Nevada 89435</i>	
Phone <i>775-355-0420</i>	Nevada Contractor License # <i>25565</i>	Limit of License <i>unlimited</i>
Description of work <i>mobilization (partial), traffic control, concrete demo, road excavation (partial), grading, paving, aggregate base, storm drain improvements, adjust utilities, relocate, meters and hydrant</i>		
Name of Subcontractor <i>Reno Concrete Inc.</i>	Address <i>PO Box 34210, Reno, Nevada 89533</i>	
Phone <i>775-829-2200</i>	Nevada Contractor License # <i>40810</i>	Limit of License <i>3,000,000.00</i>
Description of work <i>concrete flatwork</i>		
Name of Subcontractor <i>None</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 12 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <b>Delta Grinding</b>	Address <b>5131 Lone Tree Way, Antioch, CA 94531</b>	
Phone <b>925-778-3939</b>	Nevada Contractor License # <b>76679</b>	Limit of License <b>10,000.<sup>00</sup></b>
Description of work <b>road excavation (partial)</b>		
Name of Subcontractor <b>Western Stabilization</b>	Address <b>PO Box 1022, Dixon, CA 95620</b>	
Phone <b>707-678-0369</b>	Nevada Contractor License # <b>49037</b>	Limit of License <b>1,000,000.<sup>00</sup></b>
Description of work <b>pulverization (partial)</b>		
Name of Subcontractor <b>Nevada Barricade &amp; Sign</b>	Address <b>PO Box 20459, Reno, NV 89515</b>	
Phone <b>775-355-6755</b>	Nevada Contractor License # <b>52315</b>	Limit of License <b>unlimited</b>
Description of work <b>mobilization (partial), striping, signs</b>		
Name of Subcontractor <b>Mapco Survey</b>	Address <b>9650 Gateway Drive, Suite 102, Reno, NV 89521</b>	
Phone <b>775-432-2067</b>	Nevada Contractor License # <b>N/A</b>	Limit of License <b>N/A</b>
Description of work <b>Survey</b>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

BP. 13

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, ~~contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.~~ Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

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





# BID PROPOSAL

## Local Preference Affidavit

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

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. \_\_\_\_\_, Project Name \_\_\_\_\_, 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 \_\_\_\_\_, 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. XXX\*:

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: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )  
\_\_\_\_\_ )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Signature STAMP AND SEAL

# BID PROPOSAL

**BP.14 ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "South Division Street Road Improvements", contract number 1516-029, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

**BIDDER:**

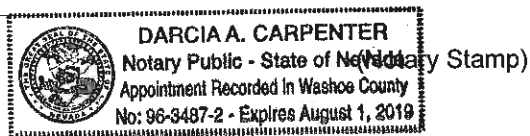
PRINTED NAME OF BIDDER: Kevin L. Robertson  
TITLE: President  
FIRM: Sierra Nevada Construction, Inc.  
Address: PO Box 50760  
City, State, Zip: Sparks, Nevada 89435  
Telephone: 775-355-0420  
Fax: 775-355-0535  
E-mail Address: bids@snc.biz

[Signature]  
(Signature of Bidder)

DATED: September 10, 2015

Signed and sworn (or affirmed) before me on this 10<sup>th</sup> day of September, 2015, by Kevin L. Robertson

[Signature]  
(Signature of Notary)



Office Use Only: Contract #: \_\_\_\_\_

**FTA Disadvantaged Business Enterprise (DBE) Race Neutral Goal Form**

**To be filled out by contractor:**

Title of Project: South Division Street Road Improvements Project Advertised Bid #: 15116-029  
 Base Bid/Proposal Amount: \$ 276,007.00

[Signature] \_\_\_\_\_ 9/10/15  
 Contractor's Signature Date

DBE Signature: \_\_\_\_\_

DBE Firm Name: Mapca Surveys, Inc.  
 % of Base Bid: 1.67 % Approximate Amount of DBE's Portion: \$ 4,600.00  
 Firm Address: 9650 Gateway Drive, Suite 102, Reno, NV 89521  
 DBE Certification # & Expiration: NV01228UCPN  
 Contact Person: Bill Carey Phone #: 775-432-2067  
 Description of work: survey

**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 \_\_\_\_\_

DBE Signature: \_\_\_\_\_

DBE Firm Name: Nevada Barricade and Sign Co.  
 % of Base Bid: 1.81 % Approximate Amount of DBE's Portion: \$ 5,000.00  
 Firm Address: PO Box 20459, Reno, NV 89515  
 DBE Certification # & Expiration: NV01408UCPN  
 Contact Person: Josh Detmers Phone #: 775-355-6755  
 Description of work: mobilization (partial), striping, signs

**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\*\*\*

**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 FTA City or a subgrantee of the FTA 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

EXHIBIT A  
ATTACHMENT C

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 FTA City or a subgrantee of the FTA 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 FTA City or a subgrantee of the FTA 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 FTA City or a subgrantee of the FTA 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 Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of



EXHIBIT A  
ATTACHMENT C

the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also 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.

**TERMINATION PROVISIONS**

**a. 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.

**b. 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.

**c. 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.

**d. 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.

**e. 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.

**f. 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.

**g. 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 Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, 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. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers 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 nonresponsive. This requirement does not apply to lower tier subcontractors.

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 September 10, 2015  
Signature   
Company Name Kevin L. Robertson  
Sierra Nevada Construction, 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**

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

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

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

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

**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, Sierra Nevada Construction, 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.

  
\_\_\_\_\_  
Kevin L. Robertson / President  
September 10, 2015

Signature of Contractor's Authorized Official  
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 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)

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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



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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** - (i) 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

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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.

#### **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

1. 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.

2. 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)**

a. 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 0.34%. A separate contract goal has not been established for this project.

b. 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)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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.

e. 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.

**ADA ACCESS**

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

EXHIBIT A  
ATTACHMENT C

Contractors and sub-contractors need to have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number> ) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov> ) for ease of verification they are not debarred from working on projects with federal funding. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

**Mail** PO Box 50760  
Sparks, NV 89435-0760

**Yard** 2055 East Greg Street  
Sparks, NV 89431

**Phone** 775.355.0420  
**Fax** 775.355.0535

**NV lic.** 25565 **CA lic.** 593393

Sierra Nevada Construction, Inc.

**Carson City, Nevada  
South Division Street  
Road Improvement Project**

**PWP# CC-2015-262**

**Good Faith Effort Documentation**

**Carson City, Nevada  
South Division Street  
Road Improvement Project  
PWP# CC-2015-262**

## **Table of Contents**

- Section A – Publications
- Section B – Bid Solicitations
- Section C – Returned Bid Solicitations



Section A  
Publications

**Martha Medina**

---

**From:** Cynthia Naughton <cnaughton@diversifynevada.com>  
**Sent:** Monday, August 24, 2015 3:45 PM  
**To:** Martha Medina  
**Subject:** FW: Nevada PTAC/POP - Bidding Opportunity

**Importance:** High

Hello Martha,

Here is a copy, of what we sent out today, for your records.

Best,

**Cynthia Naughton**

Administrative Assistant, Nevada PTAC  
Procurement Outreach Program  
Direct: (702) 486-3514  
Email: [cnaughton@diversifynevada.com](mailto:cnaughton@diversifynevada.com)

---

**From:** Cynthia Naughton  
**Sent:** Monday, August 24, 2015 3:29 PM  
**To:** Cynthia Naughton <[cnaughton@diversifynevada.com](mailto:cnaughton@diversifynevada.com)>  
**Subject:** Nevada PTAC/POP - Bidding Opportunity



Sierra Nevada Construction, Inc.  
PO Box 50760, Sparks, NV 89435  
Phone (775) 355-0420 Fax (775) 355-0535

SNC REQUESTS SUB-QUOTES FROM CERTIFIED  
DBE SUBCONTRACTORS & SUPPLIERS

**South Division Street Improvement Project**  
**Carson City, Nevada**  
**Advertised Bid # 1516-029**  
**PWP# CC-2015-262**

**Owner:** Carson City, Nevada

**Description of Work:** Project consists of repaving approximately 35,000 square feet of asphalt as well as removing and replacing curb and gutter, sidewalk, ramps, and driveways.

**Bid Date:** Thursday, September 10, 2015 @ 11:00 am

**Seeking subcontractors and suppliers for the following:** Aggregate Base; Asphalt; Asphalt Oil Supply; Pipe Construction Staking/ Survey; Traffic Control System; Finish Grading; Aggregate Base; Asphalt Paving; Concrete Curb

## EXHIBIT A

and Sidewalk; Pulverize AC; Reinforced Concrete Pipe; Drop Inlets; Water Meter & Fire Hydrant Relocation; Painted Traffic Stripe & Marking; Roadside Sign; Bottom Dump Trucking; Truck Rental/ Broker; AC & Concrete Cutting; Adjust Utilities to Grade; Demolition of Concrete Flatwork. All bid items are available and when practical will be split apart to assist in bidding.

**Estimator contact:** Mike Rooley

**Email:** [mrooley@snc.biz](mailto:mrooley@snc.biz)

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in the project. Plans & specifications are available for viewing at our offices or available on-line.

[Return To List](#)

Subject **South Division Street Improvement Project Carson City, Nevada Advertised Bid # 1516-029 PWP# CC-2015-262**

Organization **Nevada Department of Transportation**

Posted **8/24/2015**

SNC REQUESTS SUB-QUOTES FROM CERTIFIED  
DBE SUBCONTRACTORS & SUPPLIERS

**South Division Street Improvement Project**  
**Carson City, Nevada**  
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**Estimator contact:** Mike Rooley

**Email:** mrooley@snc.biz

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# FOCUS JOURNAL AD

The advertisement below was published in the DBE GoodFaith Minority, Women, Small, & Disabled Veteran Business Focus Journal at [www.dbegoodfaith.com](http://www.dbegoodfaith.com) on 08/21/2015 03:18 PM. The ad ran from the publication date until the bid date listed on the notice.



#### Outreach Coordinator

Mike Rooley

#### Project Estimator

Mike Rooley

#### Contact Information

P.O. Box 50760  
Sparks, NV 89435  
Tel: (775) 355-0420 ext.  
Fax: (775) 355-0535  
Email: [mrooley@snc.biz](mailto:mrooley@snc.biz)

## Sierra Nevada Construction, Inc. is seeking qualified DBE

#### Project Name

South Division Street Improvement Project

#### Bid/Contract #

PWP # CC-2015-262

#### Awarding Agency

Carson City

#### Project Location

Carson City, Carson City County, NV

#### Bid Date

09/10/2015 at 11:00

#### Project Details

Sierra Nevada Construction, Inc. is seeking qualified DBE subcontractors and suppliers for the South Division Street Improvement Project for Carson City. We are soliciting quotes for the following: Aggregate Base; Construction Staking/ Survey; Traffic Control System; Finish Grading; Aggregate Base; Asphalt Paving ; Concrete Curb and Sidewalk - Misc.; Asphalt; Asphalt Oil Supply; Pipe; Pulverize AC; Reinforced Concrete Pipe; Drop Inlets; Water Meter & Fire Hydrant Relocation; Painted Traffic Stripe & Marking; Roadside Sign; Bottom Dump Trucking; Truck Rental/ Broker; AC & Concrete Cutting; Adjust Utilities to Grade; Demolition of Concrete Flatwork.

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# TRADE JOURNAL AD

The advertisement below was published in the DBE GoodFaith's Minority, Women, Small, & Disabled Veteran Business Trade Journal, Outreach Impact, at [www.trade.dbegoodfaith.com](http://www.trade.dbegoodfaith.com) on 08/21/2015 03:18 PM. The ad ran from the publication date until the bid date listed on the notice.



#### Outreach Coordinator

Mike Rooley

#### Project Estimator

Mike Rooley

#### Contact Information

P.O. Box 50760  
Sparks, NV 89435  
Tel: (775) 355-0420 ext.  
Fax: (775) 355-0535  
Email: [mrooley@snc.biz](mailto:mrooley@snc.biz)

## Sierra Nevada Construction, Inc. is seeking qualified DBE

#### Project Name

South Division Street Improvement Project

#### Bid/Contract #

PWP # CC-2015-262

#### Awarding Agency

Carson City

#### Project Location

Carson City, Carson City County, NV

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## TWITTER POST

The Twitter post below was published at [www.twitter.com/dbegoodfaith](http://www.twitter.com/dbegoodfaith) on

49 of 81

08/21/2015 03:18 PM.

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**DB<sup>®</sup>** DBE GoodFaith Inc.  
GoodFaith Inc @dbegoodfaith

Sierra Nevada Construction, Inc. is seeking DBE s in Carson ...  
[dbegoodfaith.com/ads/South-Divi...](http://dbegoodfaith.com/ads/South-Divi...)



03:08 PM - 21 Aug 2015

Section B

Bid Solicitations

Telephone Logs  
Fax Transaction Log



# FAX & EMAIL PROOFS

This document contains a copy of the email notice sent and a copy of each fax notice sent to solicited companies.

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## EMAIL PROOF

Sierra Nevada Construction, Inc. is seeking qualified DBE and invites you to bid on the following contract.

PROJECT NAME: South Division Street Improvement Project  
BID #: PWP # CC-2015-262  
BID DUE DATE: 2015-09-10 at 11:00  
AWARDING AGENCY/OWNER: Carson City  
PROJECT LOCATION: Carson City, Carson City, NV

Sierra Nevada Construction, Inc. is seeking qualified DBE subcontractors and suppliers for the South Division Street Improvement Project for Carson City. We are soliciting quotes for the following: Aggregate Base; Construction Staking/ Survey; Traffic Control System; Finish Grading; Aggregate Base; Asphalt Paving ; Concrete Curb and Sidewalk - Misc.; Asphalt; Asphalt Oil Supply; Pipe; Pulverize AC; Reinforced Concrete Pipe; Drop Inlets; Water Meter & Fire Hydrant Relocation; Painted Traffic Stripe & Marking; Roadside Sign; Bottom Dump Trucking; Truck Rental/ Broker; AC & Concrete Cutting; Adjust Utilities to Grade; Demolition of Concrete Flatwork.

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If interested please contact:

Mike Rooley  
P.O. Box 50760  
Sparks, NV, 89435  
Tel: 7753550420  
Fax: 7753550535  
Email: mrooley@snc.biz

# SOLICITATION LOG

This document contains the solicitations logs for this outreach effort.

## A & J PAVING

1490 CHEROKEE TRAIL • RENO, NV, 89521

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
AJPAVING2@AOL.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 851-1491	2015-08-21 16:25:35	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 851-1490	2015-08-27 09:51:06	Receptionist	Y

**Comments:** Yes, will be interested in bidding.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 851-1490	2015-09-08 10:20:12	Receptionist	Y

**Comments:** Yes, will be intereted in bidding.

## A AFFORDABLE STRIPING AND SEALING LLC

4440 E ALEXANDER RD, SUITE A • LAS VEGAS, NV, 89115

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
SHONDA@AFFORDABLESTRIPING.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 248-9605	2015-08-21 16:25:06	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 222-9009	2015-08-27 09:53:10	Receptionist	N

**Comments:** No, not interested in bidding.

### 2nd Call Solicitation

Said not bidding during first call, so second call not made.

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**A C DIKE COMPANY**

2788 VENTURE DRIVE • LINCOLN, CA, 95648

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
PAUL@ACDIKE.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(916) 645-9618	2015-08-21 16:25:45	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(916) 645-7747	2015-08-27 09:55:04	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(916) 645-7747	2015-09-08 10:20:41	No answer	M

**Comments:** May be interested, however, we were unable to connect call.**A-1 CONCRETE CUTTING AND DEMOLITION**

6470 S PROCYON AVENUE • LAS VEGAS, NV, 89118

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
BETTY@A1CONCRETECUTTING.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 897-5772	2015-08-21 16:24:58	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 361-3131	2015-08-27 09:57:11	Receptionist	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**ACHA CONSTRUCTION LLC**

1250 LAMOILLE HWY STE 734 • ELKO, NV, 89801

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ACHA.DINA@GMAIL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 777-8290	2015-08-21 16:25:47	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 777-3575	2015-08-27 10:01:44	Receptionist	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## ALL AMERICAN ASPHALT SEALING INC

1565 TRAINER WAY • RENO, NV, 89512

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
AAASEALING96@YAHOO.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 337-6864	2015-08-21 16:27:36	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 745-7475	2015-08-27 10:03:12	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 745-7475	2015-09-08 10:21:37	Estimator	N

**Comments:** No, not interested in bidding.

## AMALGAMATED SAFETY COMPANY

2222 W BONANZA RD • LAS VEGAS, NV, 89106

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
GITTO1.LV@GMAIL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 871-8425	2015-08-21 16:25:38	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 871-9385	2015-08-27 10:03:21	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 871-9385	2015-09-08 10:22:37	Receptionist	N

**Comments:** No, not interested in bidding.

## ANCORE CONSTRUCTION SUPPLY, LLC

2126 THOMAS JEFFERSON DRIVE • RENO, NV, 89509

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
SANDY.SHAFF@ANCORECS.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 473-4008	2015-08-21 16:24:57	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(512) 348-7456	2015-08-27 10:05:17	No answer	M

**Comments:** May be interested, however, there was no answer to phone call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(512) 348-7456	2015-09-08 10:23:34	No answer	M

**Comments:** May be interested, however, there was no answer to phone call.

## ARIZONA CIVIL CONSTRUCTORS INC

737 N MAIN STREET • LAS VEGAS, NV, 89101

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
STEVEPAZCIVIL@AOL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
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(702) 366-1257

2015-08-21 16:25:54

Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 366-0567	2015-08-27 10:07:22	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 366-0567	2015-09-08 10:23:43	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## B FRITCH TRUCKING

8418 W POCATELLO CRK RD • POCATELLO, ID, 83201

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
BARWILL@IDA.NET	2015-08-21 15:18:48	Bounced

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(208) 233-7076	2015-08-21 16:25:18	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(208) 233-7076	2015-08-27 10:10:14	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(208) 233-7076	2015-09-08 10:25:31	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## BALDWIN DEVELOPMENT LLC

7121 W CRAIG ROAD, SUITE 113-266 • LAS VEGAS, NV, 89129

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
MORGAN@BALDWINLV.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 965-2505	2015-08-21 16:25:00	Successful



## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 469-8874	2015-08-27 10:13:03	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 469-8874	2015-09-08 10:26:31	Receptionist	N

**Comments:** No, not interested in bidding.

## BARAJAS & ASSOCIATES, INC.

1114 S. MAIN STREET, SUITE 120 • LAS VEGAS, NV, 89104

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ANTONIOBARAJAS@BARAJASINC.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 360-4480	2015-08-21 16:26:30	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 360-4477	2015-08-27 10:14:02	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 360-4477	2015-09-08 10:26:47	No answer	M

**Comments:** May be interested, however, there was no answer to phone call.

## BASELINE SUPPLY LLC

65 TURNBERRY DR • MONROE TOWNSHIP, NJ, 8831

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
BASELINESUPPLY@GMAIL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(888) 398-2080	2015-08-21 16:25:12	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
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(732) 835-2080 2015-08-27 10:18:41 Voicemail M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(732) 835-2080	2015-09-08 10:27:49	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.**BLACK DIAMOND ASPHALT, INC.**

118 MAIN STREET • VACAVILLE, CA, 95688

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ARAGAN@BLACKDIAMONDASPHALT.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(707) 448-9407	2015-08-21 16:25:54	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(707) 448-9402	2015-08-27 10:19:10	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(707) 448-9402	2015-09-08 10:29:33	Allison	Y

**Comments:** Yes, will be interested in bidding.**C & M ENGINEERING AND DESIGN LTD**

9498 DOUBLE R BLVD, STE B • RENO, NV, 89521

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
LMENANTE@CANDMENGINEERING.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 856-3318	2015-08-21 16:26:53	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 856-3312	2015-08-27 10:23:01	Estimator	N



**Comments:** No, not interested in bidding.

2nd Call Solicitation

Said not bidding during first call, so second call not made.

## CERTIFIED PIPE FABRICATORS INC

8424 CANDY STREET • LAS VEGAS, NV, 89166

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

Email Transmission

Email Address	Send Date & Time	Delivery Status
TF_BKD@YAHOO.COM	2015-08-21 15:18:48	Delivered

Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
No Fax Number	n/a	n/a

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 645-6472	2015-08-27 10:28:04	Voicemail	M

**Comments:** May be interested, left a voicemail message.

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 645-6472	2015-09-08 10:30:39	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## CJM CONSTRUCTION CO., LLC

6151 JO MARCY DRIVE • LAS VEGAS, NV, 89131

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

Email Transmission

Email Address	Send Date & Time	Delivery Status
CMOORE@CJMCONSTRUCTION.NET	2015-08-21 15:18:48	Bounced

Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 658-7709	2015-08-21 16:24:46	Successful

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 655-9842	2015-08-27 10:28:48	Lines busy	M

**Comments:** May be interested, however, lines temporarily busy.

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 655-9842	2015-09-08 10:27:31	No answer	M

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**Comments:** May be interested, however, we were unable to connect call.

## CONSTRUCTION MATERIAL RECYCLING INC

340 S. MAIN • COALVILLE, UT, 84017

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
MOLLIEA@CMRINC.CO	2015-08-21 15:18:48	Bounced

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(801) 446-6252	2015-08-21 16:25:54	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(801) 250-0630	2015-08-27 10:29:56	Voicemail	M

**Comments:** May be interested, left a voicemail message.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(801) 250-0630	2015-09-08 10:31:47	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## CONSTRUCTION MATERIALS & SUPPLY RESOURCES LLC

1510 MIDWAY CT., #E2 • ELK GROVE VILLAGE, IL, 60007

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
CMSR.01@GMAIL.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(847) 439-1210	2015-08-21 16:24:53	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(708) 567-9620	2015-08-27 10:36:13	No answer	M

**Comments:** May be interested, however, there was no answer to phone call.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(708) 567-9620	2015-09-08 10:28:43	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## CRUZ CONSTRUCTION COMPANY INC

19 CYGNET DRIVE • MOUNDHOUSE, NV, 89706

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
STEVECRUZ@GOTSKY.COM	2015-08-21 15:18:48	Bounced

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 246-5556	2015-08-21 16:26:09	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 883-6161	2015-08-27 11:43:44	Voicemail	M

**Comments:** May be interested, left a voicemail message.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 883-6161	2015-09-08 10:33:43	Receptionist	N

**Comments:** No, not interested in bidding.

## DCI CONSTRUCTION

6253 DEAN MARTIN DR., SUITE F • LAS VEGAS, NV, 89118

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
SRUYBAL@DCINEVADA.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 655-1414	2015-08-21 16:25:47	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 655-1019	2015-08-27 11:45:26	Voicemail	M

**Comments:** May be interested, left a voicemail message.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 655-1019	2015-09-08 10:35:59	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

**DIAMOND HEAD SIGN COMPANY**

3350 W ALI BABA LN, STE A • LAS VEGAS, NV, 89118

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ELECTRICSIGNLADY@OUTLOOK.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 798-9993	2015-08-21 16:27:23	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 798-9995	2015-08-27 11:46:18	Receptionist	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**DIXON TRUCKING INC**

9444 PIONEER WAY • FALLON, NV, 89406

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
DIXONTRUCK@OASISOL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 843-3801	2015-08-21 16:26:49	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 843-3801	2015-08-27 11:47:15	Receptionist	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 843-3801	2015-09-08 10:36:54	Receptionist	N

**Comments:** No, not interested in bidding.**DON GARCIA EXCAVATING & PAVING, INC.**

2020 E STREET • SOUTH LAKE TAHOE, CA, 96150

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
DGARCIA287@AOL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(530) 577-0221	2015-08-21 16:25:44	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(530) 577-0558	2015-08-27 11:48:55	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(530) 577-0558	2015-09-08 10:37:40	Receptionist	N

**Comments:** No, not interested in bidding.

## DR CONSTRUCTION SUPPLY LLC

653 APOLLO AVE • HENDERSON, NV, 89002

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
DRCONSTRUCTIONSUPPLY@GMAIL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 564-5364	2015-08-21 16:43:34	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 501-1089	2015-08-27 11:50:00	Debbie	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## E & M ENTERPRISES INC.

5715 W. ALEXANDER ROAD, SUITE 155 • LAS VEGAS, NV, 89130

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
EPTTN@EARTHLINK.NET	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 839-2624	2015-08-21 16:24:44	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 395-4813	2015-08-27 11:50:49	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 395-4813	2015-09-08 10:41:06	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## EAGLE ROCK TIMBER INC

3000 WRIGHT ROAD • IDAHO FALLS, ID, 83401

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ERT@IDA.NET	2015-08-21 15:18:48	Bounced

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(208) 523-2818	2015-08-21 16:25:15	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(208) 529-4925	2015-08-27 11:51:20	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(208) 529-4925	2015-09-08 10:41:39	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## FORCE TRAFFIC CONTROL INC

1478-B NORTH BELMONT RD • EXETER, CA, 93221

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
FORCETRAFFIC@EARTHLINK.NET	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
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(559) 594-1056

2015-08-21 16:25:14

Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(559) 594-1062	2015-08-27 11:52:40	Bill	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**FORSYTHE ENTERPRISES INC**

5252 RICKY ROAD • LAS VEGAS, NV, 89130

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
JANA@FEICONSTRUCTION.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 485-6870	2015-08-21 16:24:58	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 485-5983	2015-08-27 11:53:45	Receptionist	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**GA ENGINEERING AND PLANNING**

280 GREG STREET SUITE 8 • RENO, NV, 89502

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
REGUNDERSON@GUNDERSONLTD.COM	2015-08-21 15:18:48	Bounced

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 324-1866	2015-08-21 16:26:43	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 324-2663	2015-08-27 11:55:24	No answer	M

**Comments:** May be interested, however, we were unable to connect call.



## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 324-2663	2015-09-08 10:32:54	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

**H & R TRUCKING**

1835 MT HOOD • LAS VEGAS, NV, 89156

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
H_TERESA52@HOTMAIL.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 651-8587	2015-08-21 16:25:36	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 651-8587	2015-08-27 11:56:19	Fax machine	M

**Comments:** May be interested, however, fax machine picked up.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 651-8587	2015-09-08 10:34:05	Fax machine	M

**Comments:** May be interested, however, fax machine picked up.

**HIGHTOWER TRUCKING INC**

5109 MASOTTA AVENUE • LAS VEGAS, NV, 89141

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
COLLIN@HIGHTOWERTRUCKING.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 492-1014	2015-08-21 16:25:21	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 492-1012	2015-08-27 11:57:28	Estimator	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**JULIO JONES TRUCKING INC**

2635 MARGARET DRIVE • RENO, NV, 89506

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
JULIOJ@SATURNNET.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 677-9763	2015-08-21 16:25:57	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 677-9762	2015-08-27 12:01:04	Receptionist	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

**K & B TRANSPORTATION LLC**

615 SPICE ISLAND DRIVE, #2 • SPARKS, NV, 89431

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
KBTRANSPORT@SBCGLOBAL.NET	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 331-0739	2015-08-21 16:25:18	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5152	2015-08-27 12:02:44	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5152	2015-09-08 10:42:49	Receptionist	Y

**Comments:** Yes, will be intereted in bidding.**K & K CONSTRUCTION SUPPLY INC**

6615 S EASTERN AVENUE, STE 105 • LAS VEGAS, NV, 89119

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
KARLY@KKCONSTRUCTIONSUPPLY.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 240-4325	2015-08-21 16:25:56	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 240-4300	2015-08-27 12:03:14	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 240-4300	2015-09-08 10:34:23	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## M CON INC

8417 COVE LANDING AVE • LAS VEGAS, NV, 89145

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
JISBENAL123@COX.NET	2015-08-21 15:18:48	Bounced

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 363-8317	2015-08-21 16:25:38	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 406-2401	2015-08-27 12:04:26	Estimator	N

**Comments:** No, not interested in bidding.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## MAPCA SURVEYS INC

9650 GATEWAY DRIVE, SUITE 102 • RENO, NV, 89521

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
CAREY@MAPCASURVEYS.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 432-2068	2015-08-21 16:25:29	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 432-2067	2015-08-27 12:06:27	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 432-2067	2015-09-08 10:50:30	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## NEVADA BARRICADE & SIGN COMPANY INC

975 INDUSTRIAL WAY • SPARKS, NV, 89431

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
TAMARA.DETHMERS@NBSCO.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 331-5103	2015-08-21 16:25:18	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5100	2015-08-27 12:07:55	Estimator	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

*8-27-15 12:12 PM  
YES QUOTING  
PER ESTIMATOR*

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5100	2015-09-08 11:14:14	Receptionist	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

## NORVIC DEMOLITION INC

4830 E CARTIER AVE • LAS VEGAS, NV, 89115

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
NMADRIGAL@LUNASCONSTRUCTION.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
		30 of 81

(702) 644-4845

2015-08-21 16:25:09

Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 644-6840	2015-08-27 12:09:30	Receptionist	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 644-6840	2015-09-08 11:05:50	Receptionist	M

**Comments:** May be interested, left a message with their answering service with all the project details.

## P C CONCRETE

2880 BICENTENNIAL PKWY. #100-129 • HENDERSON, NV, 89044

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
JUAN@PULIDOCOMPANIES.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 914-9300	2015-08-21 16:27:33	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 202-0663	2015-08-27 12:09:39	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 202-0663	2015-09-08 11:08:11	None	M

**Comments:** Disconnected, called a second time to ensure number was dialed correctly. In fact, line is disconnected.

## Pipe Service, Inc., DBA Same as Above

2201 S. Valentia St. • Denver, CO, 80231

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
pdumler@pipeserviceinc.com	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(303) 750-2129	2015-08-21 16:25:53	Successful

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## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(303) 750-2124	2015-08-27 12:10:45	Voicemail	M

**Comments:** May be interested, left a voicemail message.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(303) 750-2124	2015-09-08 11:11:08	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## POLLY VALLEY

PO BOX 3001 • FEDERAL WAY, WA, 98063

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
VALLEY@ZIPCON.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(253) 735-5414	2015-08-21 16:28:05	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(253) 833-3016	2015-08-27 12:11:19	No answer	M

**Comments:** May be interested, however, we were unable to connect call.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(253) 833-3016	2015-09-08 11:12:41	None	M

**Comments:** May be interested, however, we were unable to connect to their answering system.

## REVCON LLC

3675 S RAINBOW BLVD, UNIT 107-301 • LAS VEGAS, NV, 89103

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
REVCONLLC@YAHOO.COM	2015-08-21 15:18:48	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 953-6440	2015-08-21 16:27:51	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
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(702) 326-1644 2015-08-27 12:12:26 Voicemail M

**Comments:** May be interested, left a voicemail message.

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2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 326-1644	2015-09-08 11:15:20	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

## SIMPLEX CONSTRUCTION SUPPLIES, INC.

9020 W 35W SERVICE DR NE • BLAINE, MN, 55449

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

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Email Transmission

Email Address	Send Date & Time	Delivery Status
SARAHB@SIMPLEXSUPPLIES.COM	2015-08-21 15:18:48	Delivered

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Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(763) 398-0039	2015-08-21 16:25:09	Successful

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1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(763) 398-0040	2015-08-27 12:13:59	Voicemail	M

**Comments:** May be interested, left a voicemail message.

---

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(763) 398-0040	2015-09-08 11:16:17	Estimator	N

**Comments:** No, not interested in bidding.

## THE BARAJAS GROUP, A NEVADA CORPORATION

2656 RAINBOW GLOW ST • NORTH LAS VEGAS, NV, 89030

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

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Email Transmission

Email Address	Send Date & Time	Delivery Status
ADRIAN@BARAJAS.COM	2015-08-21 15:18:48	Bounced

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Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 274-5209	2015-08-21 16:28:43	Failed

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1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 274-5209	2015-08-27 12:14:56	Estimator	N



**Comments:** No, not interested in bidding.

2nd Call Solicitation

Said not bidding during first call, so second call not made.

## TRI STATE SURVEYING LTD

1925 EAST PRATER WAY • SPARKS, NV, 89434

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

Email Transmission

Email Address	Send Date & Time	Delivery Status
BKJEFFERSON@TRISTATELTD.COM	2015-08-21 15:18:48	Delivered

Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 358-3664	2015-08-21 16:25:32	Successful

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 358-9491	2015-08-27 12:16:40	Lee	Y

**Comments:** Yes, will be interested in bidding.

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 358-9491	2015-09-08 10:27:12	Estimator	Y

**Comments:** Yes, will be intereted in bidding.

## UTILITY CONSTRUCTION COMPANY INC

19442 E WARNER RD • MESA, AZ, 85212

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

Email Transmission

Email Address	Send Date & Time	Delivery Status
SUZETTE@UTILITYCONSTRUCTIONCO.COM	2015-08-21 15:18:48	Delivered

Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(480) 654-8374	2015-08-21 16:24:58	Successful

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(480) 654-3100	2015-08-27 12:17:29	Voicemail	M

**Comments:** May be interested, left a voicemail message.

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(480) 654-3100	2015-09-08 11:17:28	Receptionist	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

## WALKER RIVER CONSTRUCTION, INC.

31105 PASTURE ROAD • SCHURZ, NV, 89427

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
RAFTERG@HOTMAIL.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 313-0860	2015-08-21 16:24:43	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 224-1883	2015-08-27 12:18:41	Receptionist	N

**Comments:** No, not interested in bidding.

### 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## WORK ZONE TRAFFIC SERVICES INC

120 E MERLAYNE DRIVE, #120 • HENDERSON, NV, 89011

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
WORKZONETRAFFIC@AOL.COM	2015-08-21 15:18:48	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(702) 434-9987	2015-08-21 16:25:29	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 435-9987	2015-08-27 12:20:16	Voicemail	M

**Comments:** May be interested, left a voicemail message.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 435-9987	2015-09-08 11:18:26	Voicemail	M

**Comments:** May be interested, left a voicemail with all the project details.

# YOLANDA'S CONSTRUCTION MANAGEMENT & TRAFFIC CONTROL INC

9550 S. EASTERN AVE., STE. 253 • LAS VEGAS, NV, 89123

Cert. #0 was identified in the Nevada Unified Certification Program database on 08/21/2015.

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## Email Transmission

Email Address	Send Date & Time	Delivery Status
YJONES@YCAT-C.COM	2015-08-21 15:18:48	Delivered

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## Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(415) 647-2683	2015-08-21 16:25:00	Successful

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## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(415) 647-2682	2015-08-27 12:20:45	Receptionist	M

**Comments:** May be interested, resent fax upon request.

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## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(415) 647-2682	2015-09-08 11:19:21	Receptionist	M

**Comments:** May be interested, the estimator will take a look at the project and fax a quote if interested.

Section C

Returned  
Bid Solicitations

9/10

**INVITATION TO BID**

FROM: Sierra Nevada Construction, Inc.  
P.O. Box 50760  
Sparks, NV, 89435  
Tel: (775) 355-0420  
Fax: (775) 355-0535  
CONTACT NAME: Mike Rooley

TO: YOLANDA'S CONSTRUCTION  
MANAGEMENT & TRAFFIC CONTROL INC  
Tel: (415) 647-2682  
Fax: (415) 647-2683

**Sierra Nevada Construction, Inc. is Seeking Qualified DBE**  
**BID DUE DATE: 09/10/2015 at 11:00**  
**BID/PROJECT #: PWP # CC-2015-262**  
**PROJECT NAME: South Division Street Improvement Project**  
**AGENCY NAME: Carson City**  
**PROJECT LOCATION: Carson City, Carson City, NV**

Sierra Nevada Construction, Inc. is seeking qualified DBE subcontractors and suppliers for the South Division Street Improvement Project for Carson City. We are soliciting quotes for the following: Aggregate Base; Construction Staking/ Survey; Traffic Control System; Finish Grading; Aggregate Base; Asphalt Paving ; Concrete Curb and Sidewalk - Misc.; Asphalt; Asphalt Oil Supply; Pipe; Pulverize AC ; Reinforced Concrete Pipe; Drop Inlets; Water Meter & Fire Hydrant Relocation; Painted Traffic Strip e & Marking; Roadside Sign; Bottom Dump Trucking; Truck Rental/ Broker; AC & Concrete Cutting; Adjust Utilities to Grade; Demolition of Concrete Flatwork.

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or may be available on-line.

**RETURN SECTION**

Please fax back this invitation with your response to: (775) 355-0535

Yes, we will send a fax quote by the bid date.

No, we are not interested.

Interested, but we would like more information. Please contact us at

\_\_\_\_\_

This solicitation was sent by DBE GoodFaith Inc. at 08/21/2015 03:20:13 pm PST on behalf of Sierra Nevada Construction, Inc.

For additional information about DBE, M/WBE, DVBE, SBE and other diversity participation projects, visit [www.dbegoodfaith.com](http://www.dbegoodfaith.com) or [twitter.com/dbegoodfaith](https://twitter.com/dbegoodfaith)

## *Yolanda's Construction Administration and Traffic Control*

280 Newhall St, San Francisco, CA 94124  
(415) 647-2682  
www.ycat-c.com

Established in 2010, Yolanda's Construction Administration and Traffic Control (YCAT) is an African-American woman-owned business that offers a range of administrative and traffic control services to support public and private sector clients on engineering-construction projects.

YCAT staff represents extensive experience with the transportation industry, including rail transit and highway/roadway projects, as well as other heavy civil projects. We are experienced in working with construction teams onsite, and interfacing with diverse communities to support high-profile infrastructure projects in the Bay Area. We are familiar with local agencies and the local contracting and consultant community.

YCAT is certified as:

- Disadvantaged Business Enterprise (DBE) Woman-Owned/Minority Business Enterprise (W/MBE) California Unified Certification Program
- Small Business Enterprise (SBE) State of California
- Minority-Owned Local Business Enterprise (LBE) and Micro Local Business Enterprise (MLBE) City & County of San Francisco
- LBE San Francisco County Transportation Agency
- M/WBE and SBE San Francisco Redevelopment Agency
- WBE Bay Area Rapid Transit District (BART)
- YCAT team members are certified by Caltrans in Construction Management, Inspection, and Testing for Transportation Projects

Our mission is to build the pipeline of business across the five counties of San Francisco Bay Area providing the best service and value employed on assignments. We Provide quality craftsmanship and Superb Safety standards required on all public and private jobs.

Yolanda Jones passionately advocates for the compliance of WBE, MBE, SBE goals on a local and regional level. Therefore, she remains extremely committed to the sustainability MBE/WBE small businesses in the construction industry. As a result, Jones strives to increase local hire by educating, training and providing small business the technical resources they require growing and developing. Yolanda states "Our strategy is to remove barriers that disable our local community businesses and residents from obtaining adequate contracting and employment opportunities". The YCAT-C firm has successfully completed public and private projects throughout the San Francisco Bay Area.



License #965284  
U/DBE | MBE | SBE | WBE | LBE

August 27, 2015

**Scope of Work**

Pre Bid Quote For: Sierra Nevada Construction Inc.	Prepared By: Yolanda Jones	Contact Info: tmtambuzi@ycat-c.com
Project Number: PWP # CC-2015-262	Project Name: South Division Street Improvement Project	Owner: Carson City

CMS BOARDS – monthly	\$1,000.00
CMS BOARDS - weekly	\$750.00
CMS BOARDS - daily	\$250.00
DELIVERY – one way	\$100.00 local (25 mi. radius)
K-RAILS – w/out water	\$60.00 per 6'
UNION LABORER	\$96.00 ph fully burden - \$144 ph OT
COMPANY TRUCK	\$125.00 per day
DOCUMENT CLERK	\$55.00 fully burden
WATER TRUCK	\$160.00 hr * Does not include water

1. Mobilization for 2 weeks
2. YCAT-C requires payment every other Thursday
3. If bonding is required add 3% to my bid
4. Rates and services can be negotiated to better suit your needs.
5. These rates are guaranteed for 30 days after the date above.
6. All YCAT-C rental equipment requires 50% up-front payment.
7. Supplies and/or materials require 100% payment at time of delivery drop-off.
8. Monthly payment due for equipment after 30 days, otherwise balance is due at pickup.
9. After 30 days 10% owed for any equipment off YCAT-C site.

Thank you for considering YCAT-C for administrative needs, supplies and/or materials.

280 Newhall Street | San Francisco, CA 94124  
Phone: (415) 647-2682 | Fax: (415) 647-2683  
Email: mdavis@ycat-c.com



### INVITATION TO BID

FROM: Sierra Nevada Construction, Inc.  
 P.O. Box 50760  
 Sparks, NV, 89435  
 Tel: (775) 355-0420  
 Fax: (775) 355-0535  
 CONTACT NAME: Mike Rooley

TO: SIMPLEX CONSTRUCTION  
 SUPPLIES, INC.  
 Tel: (763) 398-0040  
 Fax: (763) 398-0039

**Sierra Nevada Construction, Inc. is Seeking Qualified DBE**  
**BID DUE DATE: 09/10/2015 at 11:00**  
**BID/PROJECT #: PWP # CC-2015-262**  
**PROJECT NAME: South Division Street Improvement Project**  
**AGENCY NAME: Carson City**  
**PROJECT LOCATION: Carson City, Carson City, NV**

Sierra Nevada Construction, Inc. is seeking qualified DBE subcontractors and suppliers for the South Division Street Improvement Project for Carson City. We are soliciting quotes for the following: Aggregate Base; Construction Staking/ Survey; Traffic Control System; Finish Grading; Aggregate Base; Asphalt Paving; Concrete Curb and Sidewalk - Misc.; Asphalt; Asphalt Oil Supply; Pipe; Pulverize AC; Reinforced Concrete Pipe; Drop Inlets; Water Meter & Fire Hydrant Relocation; Painted Traffic Stri pe & Marking; Roadside Sign; Bottom Dump Trucking; Truck Rental/ Broker; AC & Concrete Cutting; Adju st Utilities to Grade; Demolition of Concrete Flatwork.

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all p articipating companies carry Workers' Compensation & Liability insurance and be bonded. We will assi st with obtaining insurance, bonds or llnes of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or may be available on-line.

#### RETURN SECTION

Please fax back this invitation with your response to: (775) 355-0535

Yes, we will send a fax quote by the bid date.

No, we are not interested.

Interested, but we would like more information. Please contact us at

This solicitation was sent by DBE GoodFaith Inc. at 08/21/2015 03:20:10 pm PST on behalf of Sierra Nevada Construction, Inc.

For additional information about DBE, M/WBE, DVBE, SBE and other diversity participation projects, visit [www.dbegoodfaith.com](http://www.dbegoodfaith.com) or [twitter.com/dbegoodfaith](https://twitter.com/dbegoodfaith)

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 8, 2015

**Meeting Date:** September 21, 2015

**To:** Regional Transportation Commission

**From:** Patrick Pittenger, Transportation Manager

**Subject Title:** Possible action to accept 60% design and budget report for the Downtown Streetscape Project.

**Staff Summary:** At their March 11, 2015, meeting, staff informed the RTC that they will provide periodic updates on activity regarding the Downtown Carson Street Project as the RTC has been named one of the oversight committees for the project along with the Redevelopment Authority Citizens Committee (RACC).

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** I move to accept 60% design and budget report for the Downtown Streetscape Project.

**Explanation for Recommended Commission Action:** The Public Works Downtown Carson Street Urban Design Project manager, Danny Rotter, will provide an update on the progress of the design of the Downtown Streetscape Project. The following is a schedule of remaining key dates leading up to final design of the project.

- November 17, 2015 – RTC meeting: Review and comment on “90%” project design plans.
- December 31, 2015 – Complete project design due.
- Ongoing – Process an ordinance to establish the Commercial Area Vitalization (CAV) District within the downtown area to help pay for ongoing project maintenance costs.

The design consultants have completed 60% design work on the project based on the Carson Street concept approved by the Board of Supervisors. RTC members have the ability to comment and make recommendation on the various stages of project design. Items such as surface materials (e.g. concrete versus pavers), planters, seating areas, and other streetscape amenities will be considered within available budget constraints.

Along with providing a forum for public information and comment at various stages of design and construction as well as the project budget, the RTC's role is to review the draft designs presented by the design team, consider public feedback regarding the design elements, and make recommendations to the design team and Board of Supervisors regarding those design elements. The Board of Supervisors has final authority on all decisions related to design and project budget matters.

**Applicable Statute, Code, Policy, Rule or Policy:** N/A

**Fiscal Impact:** N/A


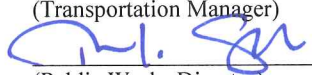
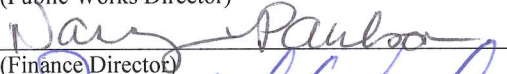
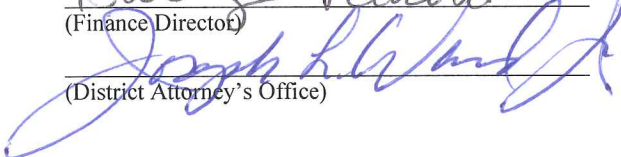
**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** N/A

**Supporting Material:** 60% Design Exhibits

**Prepared By:** Dan Doenges, Senior Transportation Planner

<b>Reviewed By:</b> <u></u>	Date: <u>9/9/15</u>
(Transportation Manager)	
<u></u>	Date: <u>9/9/15</u>
(Public Works Director)	
<u></u>	Date: <u>9/9/15</u>
(Finance Director)	
<u></u>	Date: <u>9/9/15</u>
(District Attorney's Office)	

**Commission Action Taken:**

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

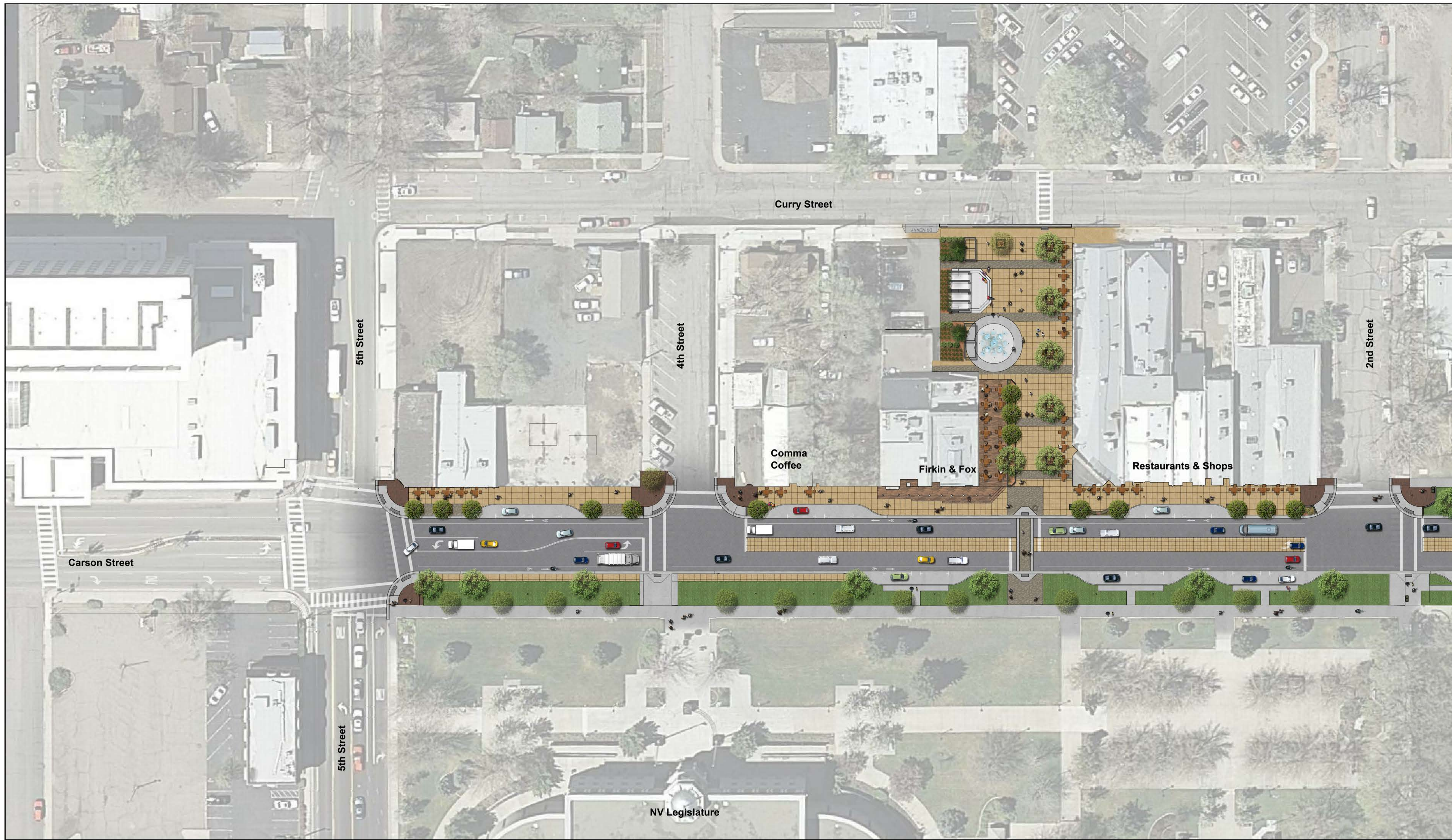
1) \_\_\_\_\_ Aye/Nay

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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





**Carson City Downtown Streetscape**  
Carson City, NV





2nd Street

Curry Street

State Building

Attorney General

State Building

Musser Street

Secretary Of State

Proctor Street

Restaurants & Shops

Telegraph Street

NV State Capitol

Musser Street

City Hall

Proctor Street

Restaurants & Shops

Telegraph Street

# Carson Street, Streetscape Improvements



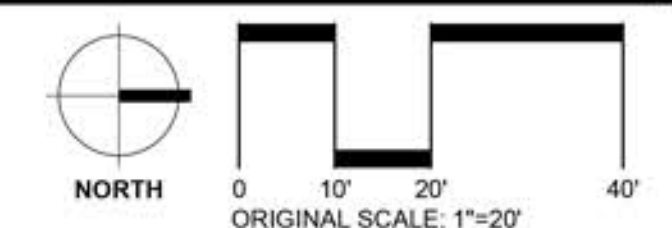


**Carson City Downtown Streetscape**  
Carson City, NV





**Carson Street, Streetscape Improvements**



**DESIGN WORKSHOP**  
Landscape Architecture • Land Planning • Urban Design • Township Planning  
710 Bus 0005 • 123 Market Street, Suite 3E • Danville, NY 12840-0005 • 715-508-0073





DRIVEWAY

**Firkin & Fox**

**Restaurants**



**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 3, 2015

**Meeting Date:** September 21, 2015

**To:** Regional Transportation Commission

**From:** Graham Dollarhide, Transit Coordinator

**Subject Title:** Information on the 10<sup>th</sup> Anniversary of the Jump Around Carson transit system.

**Staff Summary:** The Jump Around Carson (JAC) transit system, with fixed route and complementary paratransit services, began providing transportation to area residents on October 3, 2005. To commemorate the milestone, JAC will be providing free rides on all fixed routes on October 5, 2015.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** N/A

**Explanation for Information Item:** Since the implementation of JAC, much success and many milestones have been realized by the transit system. Ridership has more than doubled, fares have not been increased, and most recently, service has been expanded. To celebrate, JAC will be providing free rides on all fixed routes, and “10 years of service” memorabilia will be passed out on October 5 (the first full day of service after the official anniversary date).

During its ten years serving Carson City, the JAC transit system has provided more than 1.5 million rides, with annual ridership more than doubling from the first year of service to its current level of over 200,000 rides per year. Through a program sponsored in part by the Aging and Disability Services Division, JAC has provided over 70,000 free rides to seniors on an annual basis for the past several years. In September of 2014, an extra hour of service was added to each of its four fixed routes on weekdays, representing the first service increase for the system. Additionally, an evening service was established to serve students at Western Nevada College who attended night courses and needed transportation home after the fixed route service made its final run of the day. JAC Assist, the system’s complementary paratransit element, also experienced the same additions to service as fixed route services.

Public transportation is a critical component to the quality of life for the citizens of Carson City, and over the course of its ten year service history, JAC has been successful in establishing itself as an essential part of the community. JAC also works to coordinate with other regional transit systems in order to create better transportation



connections and options for residents travelling outside the area to destinations such as Reno, Lake Tahoe, and Minden. As local dollars are invested into the JAC transit system, even more Federal dollars are leveraged through grants for the continued funding of its infrastructure and operations. As a result, JAC provides increased mobility, independence, freedom and travel choices for Carson City residents as they move around the community for work, school, shopping, medical, government services and recreational purposes.

**Applicable Statute, Code, Policy, Rule or Policy: N/A**

**Fiscal Impact: N/A**

**Explanation of Impact: N/A**

**Funding Source: N/A**

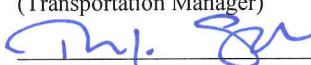
**Alternatives: N/A**

**Supporting Material: N/A**

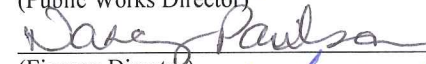
**Prepared By: Graham Dollarhide, Transit Coordinator**

**Reviewed By:**   
(Transportation Manager)

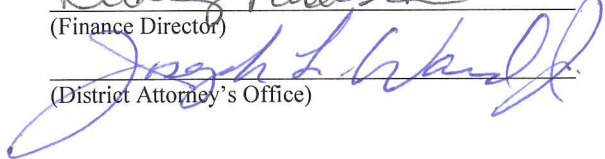
Date: 9/9/15

  
(Public Works Director)

Date: 9/9/15

  
(Finance Director)

Date: 9/9/15

  
(District Attorney's Office)

Date: 9/9/15

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 3, 2015

**Meeting Date:** September 21, 2015

**To:** Regional Transportation Commission

**From:** Graham Dollarhide, Transit Coordinator

**Subject Title:** For Possible Action: To adopt a Resolution authorizing the donation of retired JAC bus 4228 to the Carson City Boxing Club.

**Staff Summary:** With the recent acquisition of two replacement buses, two JAC buses that have exceeded their useful lives in transit service, according to FTA standards, have been retired. The proposed Resolution would allow one of these buses to be donated to the Carson City Boxing Club, per the RTC's approval at the August 12, 2015 meeting.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** I move to adopt a Resolution authorizing the donation of retired JAC bus 4228 to the Carson City Boxing Club.

**Explanation for Recommended Action:** When a grant recipient disposes of vehicles purchased with FTA assistance, FTA claims an interest in any remaining value exceeding \$5,000. However, the vehicle's value has been determined to be no more than \$4,000. Therefore, there is no longer any Federal interest in these vehicles, and Carson City may determine how to dispose of this property pursuant to NRS 244.1505. A grant or donation may be made to a nonprofit organization created for religious, charitable or educational purposes or to a governmental entity, and must be made by resolution pursuant to this section.

**Applicable Statute, Code, Policy, Rule or Policy:** FTA Circular 5010.1D, "Grant Management Requirements;" and NRS 244.1505.

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

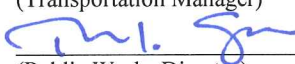
Alternatives: N/A

Supporting Material: Resolution No. 2015-RTC-R-2

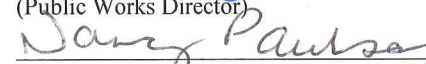
Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By:   
(Transportation Manager)

Date: 9/9/15

  
(Public Works Director)

Date: 9/9/15

  
(Finance Director)

Date: 9/9/15

  
(District Attorney's Office)

Date: 9/9/15

**Commission Action Taken:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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





ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Brad Bonkowski, Chairman  
Carson City, Nevada

ATTEST

\_\_\_\_\_  
Sue Merriwether, Clerk  
Carson City, Nevada

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 8, 2015

**Meeting Date:** September 21, 2015

**To:** Regional Transportation Commission

**From:** Graham Dollarhide, Transit Coordinator

**Subject Title:** Information on a modification to the Carson Area Metropolitan Planning Organization's (CAMPO) and RTC's Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Program.

**Staff Summary:** Staff has modified the DBE Program document to address Triennial Review deficiencies.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** N/A

**Explanation for Information Item:** The July 2015 Triennial Review Report noted two deficiencies in the DBE Program. This included no monitoring of DBE firm participation and a public participation process that lacked a specific timeline. The amended document incorporates language that outlines monitoring requirements and provides a form to document monitoring efforts. In addition, the new program document includes a schedule for conducting consultative meetings when updating program goals. As outlined in the Triennial Review Report, the noted amendments will bring the DBE Program into compliance with FTA regulations.

**Applicable Statute, Code, Policy, Rule or Policy:** 49 CFR § Part 26

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** N/A

**Supporting Material:** The modified Disadvantaged Business Enterprise (DBE) Program.



Prepared By: Dirk Goering, Transportation Planner

Reviewed By: Patrick Patten  
(Transportation Manager)

Date: 9/9/15

Paul Gru  
(Public Works Director)

Date: 9/9/15

Nancy Paulson  
(Finance Director)

Date: 9/9/15

Joseph L. Ward  
(District Attorney's Office)

Date: 9/9/15

**Carson Area Metropolitan Planning Organization  
and  
Regional Transportation Commission  
of Carson City, Nevada**

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

**For Submission To:**

**FEDERAL TRANSIT ADMINISTRATION  
REGION IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105**

**April 2013**

**Amended: September 2015**

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## STATEMENT OF POLICY

The Carson Area Metropolitan Planning Organization (CAMPO) and the Carson City Regional Transportation Commission (RTC) are committed to carrying out all of the Disadvantaged Business Enterprises (DBE) requirements of 49 CFR Part 26, ~~effective March, 1999, as may be amended and modified from time to time.~~ The procedures contained in the DBE program will assure that all contracts and procurements are administered without discrimination on the basis of race, color, sex or national origin, and DBEs have an equal opportunity to compete for and participate in the performance of all agreements, contracts and subcontracts awarded by CAMPO and RTC.

It is the policy of CAMPO and RTC to ensure nondiscrimination on the basis of race, color, sex, ethnicity or national origin in the award and administration of federally funded contracts. It is the intention of CAMPO and RTC to allow DBEs to compete fairly for agreements, contracts and subcontracts, including but not limited to construction, procurement and proposal contracts, professional and technical services agreements and purchase orders.

To ensure adherence to this policy, CAMPO and RTC have assigned the coordination of the DBE program to the Transportation Manager. The Transportation Manager has delegated this responsibility to the Transit Coordinator and the Transit Coordinator will serve as the DBE Liaison Officer. The DBE Liaison Officer will be responsible for development, implementation and monitoring of the DBE program. It is the expectation of CAMPO and RTC that the provisions of this DBE program will be adhered to, both in the spirit and letter by all personnel.

This DBE program is intended to implement the federal requirements pertaining to the DBE program, including but not limited to 49 CFR Part 26. In the event of any inconsistencies between the terms of the CAMPO and RTC DBE Program and the terms of 49 CFR Part 26, the latter will prevail.

This policy will be circulated to corporate employees and community and business organizations that perform work on federally funded contracts issued by CAMPO and RTC. CAMPO and RTC will provide further information regarding this program, including a copy of the overall annual DBE goal analysis, to the public or any individual requesting such information.

## **I. OBJECTIVES**

The objectives of this DBE Program are to:

1. Ensure nondiscrimination in the award and administration of federally funded contracts.
2. Allow DBEs to compete fairly for federally funded contracts.
3. Help remove barriers to DBE participation in the bidding, award, and administration of CAMPO and RTC contracts.
4. Assist in the development of DBE firms that can compete successfully in the market place outside of the DBE Program.
5. Ensure that only firms that fully meet the eligibility standards of 49 CFR Part 26 are permitted to participate as DBEs.
6. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
7. Identify business enterprises that are qualified as DBEs and are qualified to provide CAMPO and RTC with required materials, equipment, supplies and services; and to develop a good rapport with the owners and management of those enterprises.
8. Develop communication programs and procedures which will acquaint prospective DBEs with CAMPO and RTC's contract procedures, activities and requirements and allow DBEs to provide CAMPO and RTC with feedback on existing barriers to participation and effective procedures to eliminate those barriers.
9. Administer the DBE Program in close coordination with the various departments within CAMPO and RTC so as to facilitate the successful implementation of this Program.

## **II. APPLICABILITY**

Pursuant to 49 CFR Part 26, Subpart B, § 26.21, FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year are required to implement a DBE Program meeting the requirements of this part. The DBE Program outlined herein applies to all CAMPO and RTC contracts that are funded, in whole or in part, by FTA.

In the administration of the DBE Program, CAMPO and RTC will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of this DBE Program with respect to individuals of a particular race, color, sex or national origin.

## **III. DEFINITION OF TERMS**

The Code of Federal Regulations (CFR) Title 49, Part 26.5, provides definitions of terms used in this program as well as terms used in Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

This program adopts the definitions contained in Part 26.5 for this program.



#### **IV. RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION AND ADMINISTRATION**

##### **A. CAMPO and RTC**

CAMPO and RTC are ultimately responsible for establishing DBE policy and ensuring that the DBE Program has a high priority.

##### **B. Transportation Manager**

The Transportation Manager is responsible for seeing that CAMPO/RTC policies are implemented and that the DBE Liaison Officer has adequate support to enable timely completion of duties.

##### **C. DBE Liaison Officer**

The Transit Coordinator has been designated as the DBE Liaison Officer as referenced in 49 CFR Part 26. The DBE Liaison Officer is responsible for overseeing the DBE Program, recommending DBE policy, development and implementation of a written DBE program, and internal and external communication procedures. The DBE Liaison Officer shall have direct and independent access to the Transportation Manager.

The DBE Liaison Officer is the primary person responsible for all aspects of this Program, and he/she will work closely with other departments, contractors and consultants of CAMPO and RTC, which are responsible for making decisions relative to CAMPO/RTC agreements, contracts and subcontracts, including but not limited to construction, procurement and proposal contracts, professional and technical services agreements and purchase orders.

In accordance with 49 CFR Part 26, § 26.25, the specific duties and responsibilities of the DBE Liaison Officer or his/her designee will include but not be limited to the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall three-year goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes CAMPO and RTC progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises CAMPO and RTC and the Transportation Manager on DBE matters and achievement.

9. Participates with the legal counsel and project director to determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.

## **V. ADMINISTRATIVE REQUIREMENTS**

### **A. DBE Financial Institutions**

Pursuant to 49 CFR Part 26, §26.27, the DBE Liaison Officer will explore the full extent of services offered by banks and other financial institutions that qualify as DBEs in the Carson City and Reno/Sparks metropolitan area and determine areas in which CAMPO and RTC may reasonably utilize their services. CAMPO and RTC will also encourage its prime contractors to use the services of DBE financial institutions.

### **B. DBE Directory**

Pursuant to 49 CFR Part 26, §26.31, the DBE Liaison Officer will refer all interested persons to the DBE Directory available from the Nevada Department of Transportation and the website at [www.nevadadbe.com](http://www.nevadadbe.com).

### **C. Over concentration**

Pursuant to 49 CFR Part 26, §26.33, if the DBE Liaison Officer determines that DBE participation is so over concentrated in certain types of work or contracting opportunities that it unduly burdens the participation of non-DBEs in that type of work, the DBE Liaison Officer will develop appropriate measures to address the over concentration. The DBE Liaison Officer will seek approval from FTA, and once approved, the measures will become part of this Program. Currently, CAMPO and RTC are unaware of any types of work that have a burdensome over concentration of DBE participation.

**D. Small Business Participation**

CAMPO and RTC are committed to fostering small business participation in the DBE program by structuring contracting requirements to facilitate competition by small businesses. CAMPO and RTC will take all reasonable steps to eliminate obstacles to DBE participation that may preclude small business participation in procurements as prime contractors or subcontractors. Strategies that CAMPO and RTC may utilize include, but are not limited to, the following:

- Unbundling of large contract requirements (breaking down contracts) to allow small business participation in procurements as prime contractors or subcontractors
- On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved
- To meet the race-neutral portion of overall agency goal, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform

CAMPO and RTC shall actively employ the following steps to increase small business participation in contracting opportunities:

1. Update website information with the latest activities and announcements pertaining to small businesses and DBEs in the local project areas.
2. Provide access to DBE-related contact information and directories on the website.
3. Hold Pre-Bid meetings introducing and instructing prospective bidders and proposers on reaching out and utilizing small businesses and DBEs.
4. Coordinate with Carson City Procurement and Contracts Division to provide small business organizations with notifications and bid assistance on current contracting opportunities.

This section shall be implemented and fully operational within nine (9) months of approval by FTA.



**E. Business Development Programs, Outreach and Mentor-Protégée Programs**

CAMPO and RTC do not have a business development or mentor-protégée program. If the CAMPO and RTC identifies the need for such a program in the future, the rationale for adopting such a program and a comprehensive description of it will be submitted for approval.

**F. Hearing Officer**

In accordance with 49 CFR Part 26, § 26.53(d)(2) and 26.87(e), all proceedings by CAMPO and RTC in connection with the removal of certification or reconsideration of a determination that a bidder has not met the DBE goal or used good faith efforts will be made by an outside independent hearing officer selected in accordance with CAMPO and RTC procedures.

**G. Unified Certification Program**

CAMPO, as the designated recipient of FTA Section 5307 funds to the Carson City urbanized area, is signatory to the Nevada Unified Certification Program (UCP). All certifications will be performed by the UCP and are binding on CAMPO and RTC.

**H. Transit Vehicle Manufacturer Certification**

CAMPO and RTC will require that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of 49 CFR Part 26, §26.49.

**VI. DBE GOALS**

Pursuant to 49 CFR Part 26, §26.45, CAMPO and RTC will establish overall three-year goals according to the procedures expressed in Appendix A, based on the FTA schedule for three-year goal submittal. The overall three-year goals will be submitted to FTA for review by August 1 preceding the Federal fiscal year in which the goal submission is due. The overall three-year goals will be expressed as a percentage of the total amount of FTA funds that CAMPO and RTC anticipates expending in any of the three Federal fiscal years.

## **VII. CONTRACT-SPECIFIC DBE GOALS**

In accordance with the procedures expressed in Appendix B, CAMPO and RTC will establish contract-specific DBE goals on contracts with subcontracting opportunities to the extent that CAMPO and RTC cannot achieve its overall three-year goals with race-neutral measures. Where a contract-specific DBE goal has been established, the bidder or proposer must meet the contract-specific goal or demonstrate that it made good faith efforts to do so. A bidder will be ineligible for award if it does not meet the goal or demonstrate good faith efforts.

## **VIII. REMEDIES FOR NONCOMPLIANCE**

Non-compliance consists of failure or refusal to implement, meet or satisfy the applicable governmental requirements related to DBE participation, including but not limited to 49 CFR Part 26 and related federal guidelines. CAMPO and RTC may impose any remedies for non-compliance authorized by the federal, state and local regulations and CAMPO and RTC contract specifications, including withholding of progress payments, liquidated damages and termination of the contract in whole or in part.

## **IX. REQUIRED CONTRACT PROVISIONS**

CAMPO and RTC agrees to include the following provisions in all federally funded contracts, where appropriate:

### **A. Nondiscrimination Assurance**

Each federally funded contract CAMPO and/or RTC signs with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

*"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CAMPO and/or RTC deems appropriate.*

## B. Prompt Payment Policy and Provisions

Each federally funded contract CAMPO and/or RTC signs with a contractor will include the following provision:

*"The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by CAMPO and/or RTC. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with CAMPO and/or RTC's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Part 26, §26.29."*

## X. CONTRACT COMPLIANCE AND REPORTING

~~CAMPO and RTC will implement appropriate mechanisms to ensure compliance with the DBE Program by all program participants under federal, state and local law.~~

Pursuant to 49 CFR Part 26, §26.37, CAMPO and RTC will implement appropriate mechanisms to ensure compliance with the DBE Program by all program participants under federal, state and local law.

The following efforts shall be employed to ensure compliance:

- Completion of a FTA Disadvantaged Business Enterprise (DBE) Race Neutral Goal form, documenting DBE commitment and monitoring efforts, by contractors submitting a bid (See Appendix D)
  - The form is required to be completed by the contractor and submitted with the bid, prior to bid opening. The form requires the following information be provided by the contractor:
    - The names and addresses of DBE firms that will participate in the contract
    - A description of the work that each DBE will perform
    - The dollar amount of the participation of each DBE firm participating
    - Written documentation of the bidder/offeror's commitment to use the DBE subcontractor(s)
    - Written confirmation from each DBE that is participating in the contract as provided in the prime contractor's commitment (confirmation can be obtained upon bid award)



- During construction, monitoring efforts will be employed to monitor the contractor and subcontractors for compliance with applicable DBE commitments contained within the contract award and FTA Disadvantaged Business Enterprise (DBE) Race Neutral Goal form:
  - The form includes an office only portion that will be used by staff to document DBE firm participation
  - The site visit is required to be completed at least once for each participating DBE firm

## **XI. PUBLIC PARTICIPATION/CONSULTATION**

CAMPO and RTC will provide for public participation in establishing overall three-year DBE goals which includes: consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations that may have information concerning the availability of DBE and non-DBE firms; the effects of discrimination on DBE opportunities, and efforts to establish a level playing field for DBE participation.

Starting four months prior to expiration of CAMPO's overall program goal, the DBE Liaison will consult with local DBEs in Carson City, Douglas County, and Lyon County and the Nevada Department of Transportation's DBE Liaison to gain information concerning the availability of DBE and non-DBE firms. CAMPO's DBE Liaison will consult with contractors who were recently awarded contracts with Carson City and other available minority trade professionals to gauge the availability of DBE and non-DBE firms in the Carson City market. The consultation process will include the use of e-mail, phone calls, mailings, and meetings to communicate with agencies and trade professionals.

CAMPO and RTC will publish a notice announcing proposed overall DBE goals informing the public that the proposed goal and its rationale are available for inspection during normal business hours at CAMPO and RTC's principal office for 30 days following the date of the notice, and that CAMPO and RTC and USDOT will accept comments on such goals for 45 days from the date of the notice. The notice will include the CAMPO and RTC's address and will be published in general circulation media, minority/women focus media, and trade association publications. (49 CFR Part 26, § 26.45(g))

## **XII. UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS**

CAMPO, as the designated recipient of FTA funds, will submit a Uniform Report of DBE Awards or Commitments and Payments semi-annually in TEAM-Web. The report addresses the contracting opportunities of CAMPO and its subrecipients, and includes information on awarded and completed contracts; those that included DBE participation; and those that did not include DBE participation. Reports are due by June 1 (for the period covering October 1 – March 31) and by December 1 (for the period covering April 1 – September 30).

## **XIII. MISCELLANEOUS**

### **A. Program Review**

The DBE Program will be reviewed every five (5) years, or more frequently as necessary at the sole discretion of CAMPO and RTC to ensure that elements of the DBE Program are tailored to address any discrimination that may exist in the industries relevant to CAMPO and RTC's contracting activities and to ensure that the DBE Program does not disproportionately impact any particular group.

### **B. Severability**

Should any part, term, provision or element of this DBE Program be decided by the courts to be illegal or in conflict with any law of the United States or of the State of Nevada or otherwise rendered unenforceable or ineffective, the validity of the remaining parts, terms, provisions, or elements shall not be affected.

**THE APPENDICES ARE PART OF THE DBE PROGRAM.  
THE APPENDICES MAY BE SUBJECT TO REVISION, SUBSTITUTION,  
DELETION OR ADDITION BY THE OFFICE OF CIVIL RIGHTS WITHOUT  
BOARD REVISION OF THE DBE PROGRAM OR APPROVAL OF  
CHANGES.**



## **APPENDIX A**

### **Procedures for determining the overall three-year DBE goals**

Pursuant to 49 CFR Part 26, §26.45 and subject to the approval of CAMPO and RTC, the DBE Liaison Officer will establish overall three-year goals for the participation of DBEs in contracts utilizing USDOT federal financial assistance, based on the FTA schedule for three-year goal submittal. The overall three-year goals will be submitted to FTA for review by August 1 preceding the Federal fiscal year in which the goal submission is due. The overall three-year goals will be expressed as a percentage of the total amount of USDOT funds that CAMPO and RTC anticipates expending in any of the three Federal fiscal years. The CAMPO/RTC overall three-year goal is reflective of the amount of ready, willing and able DBEs that are available to participate in contracting opportunities and is reflective of the amount of DBE participation CAMPO and RTC would expect absent the effects of discrimination. CAMPO and RTC intend to meet this goal to the maximum extent feasible through the race-neutral measures described below. The DBE Liaison Officer will use the following procedures for establishing overall three-year DBE goals:

#### **A. Projecting Federally Funded Contract Expenditures**

Overall three-year agency goals are required of FTA grantees receiving planning, capital and/or operating assistance that project contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 with those funds in any of the three Federal fiscal years. The DBE Liaison Officer will conduct a thorough analysis of the projected number, types of work and dollar amounts of contracting opportunities that will be funded, in whole or in part, by USDOT federal financial assistance for the three-year period for which the goal submission is due.

#### **B. Establishing a Base Figure**

Pursuant to 49 CFR Part 26, §26.45, CAMPO and RTC will develop a base figure to express the availability of DBEs as a percentage of all contractors, subcontractors, manufacturers and suppliers in the relevant contracting markets. CAMPO and RTC will follow one of the methodologies provided in 49 CFR Part 26, but reserves the right to choose an alternative methodology. Generally, CAMPO and RTC expects to use the same data source in establishing the base figure for both available businesses and available DBE firms.

1. **Analyzing Total Available Businesses in Relevant Contracting Market**  
The DBE Liaison Officer, in conjunction with the appropriate CAMPO and RTC departments, will conduct a thorough analysis of the relevant contracting markets. This analysis will include the relevant geographic market for the types of work to be contracted, the relevant standard industry codes (SICs) for the types of work to be contracted and any other indicators that CAMPO and RTC determines to be relevant to defining its contracting markets for the fiscal year. The DBE Liaison Officer will then determine the total number of available businesses for the relevant contracting markets. The DBE Liaison Officer will consult a variety of sources, which may include, but are not limited to, Census Bureau data, appropriate private business databases, and relevant disparity studies.
  
2. **Analyzing Available DBEs in the Relevant Contracting Markets**  
The DBE Liaison Officer will conduct a similar analysis to determine the number of DBEs that are available to participate as contractors, subcontractors, manufacturers and suppliers in the projected contracts for the three-year period. This analysis will include the relevant geographic market for the types of work to be contracted, the SICs for the types of work to be contracted, and any other factors as described above. CAMPO and RTC will consult a variety of sources which may include, but are not limited to, the Minority Business Patterns Database, Census Bureau data and relevant disparity studies.
  
3. **Calculating the Base Figure**  
The DBE Liaison Officer will compare the number of available DBEs in the relevant contracting markets for the three-year period to the total number of available businesses in the relevant contracting markets for the three-year period. The calculation of the base figure for available DBEs will be expressed as a percentage of the total relevant contracting markets.

**C. Adjusting the Base Figure**

Pursuant to 49 CFR Part 26, §26.45(d), CAMPO and RTC will adjust the base figure based on demonstrable evidence indicating that the availability of DBEs for federally funded contracts for the three-year period may be higher or lower than the base figure indicates. At a minimum, the DBE Liaison Officer will analyze the current capacity of DBEs, evidence from disparity studies conducted anywhere within Carson City and Washoe County (to the extent that they are not accounted for in the base figure), evidence from related fields that affect the opportunities for DBEs to form, grow and compete, such as data on employment, education and training, statistical disparities in the ability of DBEs to obtain financing, bonding and insurance and the effects of past discrimination.

Based on the evaluation of the above factors, evaluation of data (if any) regarding over-concentration, and other necessary adjustments (e.g. duration of individual projects), a goal will be set at the level of DBE participation expected absent the effects of discrimination.

A description of the methodology used to establish the overall three-year goals, including the base figure and the evidence with which it was calculated and the adjustments made to the base figure and the evidence relied on for the adjustments will be included with the overall three-year DBE goals submission to FTA. The submission will also include CAMPO and RTC's projection of the portions of the three-year goals that will be met through race-neutral and race-conscious measures.

**D. Projection of Percentage of Overall Goal to be Achieved Through Race-Neutral and Race-Conscious Measures**

CAMPO and RTC intend to use race-neutral methods to achieve their overall three-year goals. This is in keeping with the Ninth Circuit Court decision that affects DBE programs in the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon and Washington [*Western States Paving Co. vs. State of Washington Dept. of Transportation*, 407 F. 3d 983 (9<sup>th</sup> Cir. 2005)]. For grantees in these states a disparity analysis must be completed before race conscious goals can be established.

DBE participation that is obtained on contracts that have no specific DBE goal, or where prime contractors use a strictly competitive bidding process or do not consider the DBE's status as a DBE in awarding a subcontract will be considered race-neutral DBE participation. In addition, CAMPO and RTC will use the following measures as appropriate:

1. unbundling large contracts;
2. assisting in overcoming limitations in bonding and financing;
3. providing technical assistance;
4. providing outreach and communications programs to DBEs;
5. distributing the DBE Directory electronically and otherwise as requested.

The DBE Liaison Officer will review and analyze the adjusted base figure to determine the amount of the three-year goals that can be met through race-neutral measures and the type(s) of contracts to be selected unless review of information obtained during the three-year period demonstrates that an adjustment is appropriate. CAMPO and RTC will review that portion of the overall three-year DBE goals being met through race-neutral measures on an annual basis. As part of the review, CAMPO and RTC will verify compliance with the DBE Program and DBE goal attainment.



The DBE Liaison Officer will monitor and adjust the use of contract-specific goals in accordance with 49 CFR Part 26, §26.51(f). When projecting the percentage of the overall three-year goals to be achieved through establishing contract-specific goals, the DBE Liaison Officer will analyze the actual achievement of the overall three-year goals through race-neutral methods in the previous two years. When establishing contract-specific goals during the current fiscal year, the DBE Liaison Officer will analyze the progress towards achieving the overall three-year goals and increase or reduce the use of contract-specific goals accordingly. DBE contract goals will be established so as to cumulatively result in meeting that portion of the CAMPO and RTC's overall goal that is not projected to be met through race-neutral means.

#### **E. Adjustment of Contract Goals**

Pursuant to 49 CFR Part 26, §26.51(f) (1) - (4), CAMPO and RTC will adjust the use of contract goals to ensure that the Program continues to be narrowly tailored.

1. If the Report indicates that CAMPO and RTC can meet its entire overall three-year goals for any given year through race-neutral means, CAMPO and RTC will implement its Program without setting contract goals during that year.
2. If during the course of the year, CAMPO and RTC is using contract goals and determines that it will exceed its overall three-year goals, CAMPO and RTC must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If CAMPO and RTC determines that it will fall short of the overall goal, CAMPO and RTC must make appropriate modifications in the use of race-neutral goals in order to meet the overall goal.
3. If CAMPO and RTC meets or exceeds its overall annual goals for two (2) consecutive years using only race-neutral means, CAMPO and RTC will not set contract goals on any contracts in the next year. CAMPO and RTC will continue using only race-neutral means to meet its overall three-year goals unless and until it does not meet its overall three-year goal for a year.
4. If CAMPO and RTC's DBE participation exceeds the overall three-year goal in two (2) consecutive years through the use of contract goals, CAMPO and RTC must reduce the use of contract goals proportionately in the following year.

## F. **Adopting and Publishing the Overall Annual DBE Goal**

Upon completion of the analysis described above, the DBE Liaison Officer will prepare a Report that documents the analysis and methodology as well as the proposed goal and estimate to be achieved through race-neutral measures. The Report will be furnished to the Transportation Manager. Upon the Transportation Manager's recommendation, the DBE Liaison Officer will publish the proposed goals for public comment.

### 1. **Public Participation/Consultation**

Starting four months prior to expiration of CAMPO's overall program goal, the DBE Liaison will consult with local DBEs in Carson City, Douglas County, and Lyon County and the Nevada Department of Transportation's DBE Liaison to gain information concerning the availability of DBE and non-DBE firms. CAMPO's DBE Liaison will consult with contractors who were recently awarded contracts with Carson City and other available minority trade professionals to gauge the availability of DBE and non-DBE firms in the Carson City market. The consultation process will include the use of e-mail, phone calls, mailings, and meetings to communicate with agencies and trade professionals.

### 2. **Publication of Proposed Overall Three-Year Goals**

Pursuant to 49 CFR Part 26, §26.45(g), the DBE Liaison Officer will publish the proposed overall three-year goals in general circulation, DBE-oriented and trade industry media. The notice will include a statement that the methodology and proposed goal are available for inspection by the public for 30 days from the date of publication. The notice will also include a statement that CAMPO and RTC will accept public comments to the proposed goal and methodology for a period of 45 days from the date of publication and provide instructions for the submission of comments. Upon receipt of public comments, the DBE Liaison Officer will prepare a summary report analyzing the public comments received, if any, to the Transportation Manager.

### 3. **Adoption of Total Overall Annual Goal**

Following the review of the Report and consideration of any comments received during the public comment period, CAMPO and RTC will adopt an overall three-year goal for DBE participation which will include a projection of the portion of that goal that can be achieved through race-neutral measures. Unless otherwise directed, the Report will be submitted to FTA for approval by August 1 preceding the Federal fiscal year in which the goal submission is due.

## **APPENDIX B**

### **Overall three-year goals development process/base figure calculation**

The CAMPO/RTC overall three-year goal for Disadvantaged Business Enterprise (DBE) participation in U.S. Department of Transportation (USDOT) assisted contracts is based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses that are ready, willing, and able (49 CFR Part 26, §26.45) to participate on USDOT assisted projects. The goal is derived from the Base Figure calculation. The Base Figure is a ratio of the number of DBE certified firms to all firms within a particular market area and for a particular business function.

For the purposes of the Base Figure Calculation, CAMPO and RTC assume that DBEs are those firms that have been certified by the Nevada Unified Certification Program (UCP). Each potential DBE was individually screened to determine whether they provide the types of goods and services used by CAMPO and RTC. Other applicable criteria for the inclusion of DBE and non-DBEs in the Base Figure calculation are:

1. Certified DBE firms included in Nevada UCP DBE directory.
2. Professional service firms physically located in Carson City and Washoe County.

### **Relevant Market Area**

The criteria requires firms to be physically located in Carson City and Washoe County is based upon the definition of the relevant market area. The relevant market area for CAMPO and RTC is a region of the country which best reflects CAMPO and RTC's purchasing practices using FTA funding. CAMPO and RTC buy goods and services from a variety of firms, some of which are located outside the State of Nevada. The question then becomes which geographic area (national, regional, or local), for the purpose of calculating the base figure, is most reflective of CAMPO and RTC's purchasing practices and best reflects the relative availability of DBEs. A national market area tends to be the least reflective of CAMPO and RTC's purchasing practices.

Most out-of-state professional service firms which have bid or received contracts from CAMPO and RTC are located in western states. Professional service firms include engineers, planners, and management consulting firms. Use of out-of-state professional firms occurs periodically, and is typically non-recurring (e.g., there is no one single western state or region outside Nevada which consistently provides professional services to CAMPO and RTC). Therefore, it is difficult to define a region outside Nevada as part of the relevant market area.



Other factors which influence the determination of the relevant market area include:

1. Over 80 percent of firms contained in CAMPO and RTC's relevant market area were located in Carson City/Washoe County.
2. With the exception of large general engineering and general building contractors, most construction firms perform work locally.
3. Inclusion of out-of-state firms creates a situation where the relevant market area is difficult to define. A count of out-of-state DBE and non-DBE firms would have to be included in the Base Figure calculation.
4. Only a limited number of out-of-state firms have bid on CAMPO and RTC projects.

For these reasons CAMPO and the RTC has limited the relevant market area to Carson City and Washoe County.

### **Base Figure Calculation**

All of the purchasing and contracting opportunities with CAMPO and RTC, utilizing FTA funds typically falls into the professional services category. This category represents the primary business sectors utilized by CAMPO and RTC.

### **Professional Services**

This category includes firms providing expertise in engineering, architecture, planning, consulting, transit management, etc. The Base Figure for Professional Services is calculated by dividing the total number of Carson City/Washoe County DBEs by the sum of all Carson City/Washoe County firms which have North American Industry Classification System (NAICS) code 5413 (architectural, engineering, and related services), and 5416 (management, scientific and technical consulting services). The classification of firms by NAICS codes was done in the course of developing the U.S. Census Bureau's 1997 County Business Patterns. The County Business Patterns database is one of the only available sources of business classifications. Using NAICS codes yields the following ratio:

DBE Professional Services Firms / Total firms with corresponding NAICS codes X 100 =  
Professional Services Base Figure

## APPENDIX C

### Guidance concerning good faith efforts

When CAMPO and/or RTC establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

In any situation in which a contract goal has been established, Part 26 requires the good faith efforts mechanism of this part. CAMPO and RTC will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. CAMPO and RTC will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. CAMPO and RTC recognize that the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

CAMPO and RTC will not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract.

The following is a list of types of actions which CAMPO and RTC will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



## APPENDIX D

### FTA Disadvantaged Business Enterprise (DBE) Race Neutral Goal Form Example

<b>Office Use Only: Contract #:</b> _____	
<b>**Disadvantaged Business Enterprise (DBE) Race Neutral Goal 0.34%**</b>	
<b><u>To be filled out by contractor:</u></b>	
Title of Project: _____	Advertised Bid #: _____
Base Bid/Proposal Amount: \$ _____	
_____ Contractor's Signature	_____ Date
<div style="border: 1px solid black; padding: 5px;"><p>DBE Firm Name: _____</p><p>Confirmation of DBE Participation: _____ (signature can be obtained after bid award is determined)</p><p>% of Base Bid: _____ % Approximate Amount of DBE's Portion: \$ _____</p><p>Firm Address: _____</p><p>DBE Certification # &amp; Expiration: _____</p><p>Contact Person: _____ Phone #: _____</p><p>Scope of work: _____</p><p>_____</p><p>_____</p></div>	
<b>Office Use Only</b>	
Site Monitor: _____ Site Monitor Initials: _____	
Site Visit Date (s): _____	
DBE Certification Verified: Yes or No	
1. Does it appear the DBE firm is performing described scope the work? Yes _____ No _____	
2. Does it appear the DBE contractor is managing their scope of the project & using their employees? Yes _____ No _____	
3. Does it appear the DBE contractor is providing the equipment for their scope of work? Yes _____ No _____	
***Duplicate form for additional DBE Firms***	

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** September 9, 2015

Meeting Date: September 21, 2015  
Labor Commissioner PWP # CC-2015-041  
Federal Project# TAP-0025(026)  
NDOT Project # 73781

**To:** Regional Transportation Commission  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To accept the work as completed, to accept the Contract Summary as presented, and to approve the Release of Final Payment in the amount of \$5,772.50 for Contract 1415-103 titled "Western Nevada College Sidewalk Project" to Justin Wilson Construction, LLC.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Western Nevada College Sidewalk Project. The project consists of constructing approximately 3,200 square feet of concrete sidewalk, 120 feet of curb and gutter, asphalt paving and patch, pedestrian ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

**Type of Action Requested:** (check one)

- (  ) None – Information Only  
(  ) Formal Action/Motion

**Recommended Commission Action:** I move to accept the work as completed, to accept the Contract Summary as presented, and to approve the Release of Final Payment in the amount of \$5,772.50 for Contract 1415-103 titled "Western Nevada College Sidewalk Project" to Justin Wilson Construction, LLC.

**Explanation for Recommended Commission Action:** This project is complete and the contractor is entitled to final payment.

**Applicable Statute, Code, Rule or Policy:** Final payment approval by the Regional Transportation Commission is an internal requirement. The only final payment requirement is in NRS 338 that requires payment be made within 30 days from the completion of work or interest must be paid to the contractor.

**Fiscal Impact:** No additional impact.

**Explanation of Impact:** Funding was approved on April 8, 2015 Commission Action.

**Project Cost:**

Bid Award	\$	58,700.00
Change Orders	\$	2,100.00
Bid Item Adjustments	\$	<u>(3,075.00)</u>
Total Project cost	\$	57,725.00

**Funding Source:** Funding was approved on April 8, 2015 Commission Action.

**Alternatives:** Provide other direction pursuant to Commission Action.

**Supporting Material:** Contract Summary Memo from Project Manager.

**Prepared By:** Laura Tadman, Purchasing and Contracts Administrator

**Reviewed By:** *Robert Patton* Date: 9/9/15  
 (Transportation Manager)

*M. J.* Date: 9/10/15  
 (Public Works Director)

*Nancy Paulson* Date: 9/19/15  
 (Finance Director)

*Joseph L. W...* Date: 9/2/15  
 (District Attorney's Office)

**Commission Action Taken:**

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

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



**PUBLIC WORKS  
DEPARTMENT**

**ADMINISTRATION**  
3305 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**FLEET SERVICES**  
3303 Butti Way, Building 2  
Carson City, NV 89701-3498  
Ph: 775-887-2356  
Fx: 775-887-2258

**OPERATIONS**  
(Water, Sewer, Wastewater,  
Streets, Landfill,  
Environmental)  
3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**ENGINEERING/  
TRANSPORTATION/  
CAPITAL PROJECTS**  
3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**BUILDING and SAFETY  
PERMIT CENTER**  
108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2310  
Fx: 775-887-2202

**PLANNING**  
108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2180  
Fx: 775-887-2278

**HEARING IMPAIRED**  
Dial711

**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**



**MEMORANDUM**

**To:** Laura Tadman, Purchasing and Contracts Manager  
**From:** Rick Cooley, Construction Manager  
**Subject:** **Western Nevada College Sidewalk Project**  
**Contract No. 1415-103      Project No. 06.1305**  
Completion of Contract Work and Release of Retention  
**Date:** September 8, 2015

This is to advise you that all work required for the subject contract has been satisfactory completed as of September 8, 2015 including all certified payroll requirements. Please prepare the necessary actions to release the retention and make the final payment to the contractor. Please coordinate with Karen White to get on Board of Supervisors meeting agenda.

There was one Change Order for this project for a net increase of \$2,100.00. The following is a description of the Change Order Work:

1. CCO #001: \$2,100.00
  - a. \$900.00: Remove and replace 120 SF of existing valley gutter.
  - b. \$1,200.00: Remove existing crosswalk markings completely in order to place new crosswalk configuration and markings.

The final project cost was a net decrease of \$975.00. An accounting summary for the project is as follows:

• Awarded Contract Sum	\$	58,700.00
• Bid Item Adjustments	\$	(3,075.00)
• Net Change Orders	\$	2,100.00
• Adjusted Contract Amount	\$	57,725.00

**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**



The contingency amount awarded for this project was \$8,805.00. An Accounting summary for the contingency is as follows:

• Awarded Contingency Fund	\$ 8,805.00
• Bid Item Adjustments	\$ 3,075.00
• Net Change Orders	\$ (2,100.00)
<hr/>	
• Ending Contingency Balance	\$ 9,780.00

Please release the retention and any remaining partial payments.

cc: Robb Fellows  
Nick Redwine  
Danny Rotter  
Patrick Pittenger  
Karen White  
Kate Allen

**FINAL PAYMENT SUMMARY**

CONTRACT NO: 1415-103 JUSTIN WILSON CONSTRUCTION, LLC.

PROJECT NAME: WNC SIDEWALK PROJECT

**CHANGE ORDER SUMMARY**

Change Order #1	\$2,100.00	Change Order #11	
Change Order #2		Change Order #12	
Change Order #3		Change Order #13	
Change Order #4		Change Order #14	
Change Order #5		Change Order #15	
Change Order #6		Change Order #16	
Change Order #7		Change Order #17	
Change Order #8		Change Order #18	
Change Order #9		Change Order #19	
Change Order #10		Change Order #20	
Change Orders 1-10	\$2,100.00	Change Orders 11-20	\$0.00
Total Change Orders 1-20		\$2,100.00	

**PAYMENT SUMMARY include what was actually paid to the contractor - not the retention**

Payment #1	\$51,952.50	Payment #6	
Payment #2		Payment #7	
Payment #3		Payment #8	
Payment #4		Payment #9	
Payment #5		Payment #10	
Total Payments 1-5	\$51,952.50	Total Payment 6-10	\$0.00
Total Payments 1-10		\$51,952.50	
Contract Award		\$58,700.00	
Approved Change Orders		\$2,100.00	
Adjusted Contract Sum		\$60,800.00	
Less Total Payments		\$51,952.50	
Balance Due		\$8,847.50	
Amount of the Under/Over of the Contract		-\$3,075.00	
FINAL PAYMENT TO BE MADE		\$5,772.50	

**INTEREST ON RETENTION PAID**





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

**RTC Meeting Date:** September 21, 2015  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** August 21, 2015  
**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 July 2015**

**Street Repair and Maintenance**

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	1,150 blocks applied
Street Patching Operation	15 tons of asphalt
Pot Hole Repair’s	3

**Tree Care and Maintenance**

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	27
Tree Removal	10
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	Parks: Trimmed 4 and removed 1
Weed Abatement Chemical sprayed	1,366.8 gallons of Glyphosate (Round up) applied

**Concrete Repair and Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Concrete Total Yards Poured	31.5
Curb & Gutter Linear Feet	90
Sidewalk & Flat Work Sq/Ft	1,640
Wheel Chair Ramps	1

**Grading and Shoulder Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Dirt Road Work	<ul style="list-style-type: none"> <li>• Prepped Arthur St for a road sealant by adding three foot of roadway and miscellaneous patching for 1,930 feet.</li> <li>• Pulverized E. Roland and added asphalt road grindings. Regraded and prepared it for a road sealant.</li> </ul>
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> <li>• Repaired 130 feet of drainage and shoulder on Merrill Rd</li> </ul>
Debris cleaned up	80 yards

**Storm Water**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Sediment removed from ditches	30
Linear feet of pipe hydro flushed	620'
Number of Drainage Inlets Cleaned	143
Total sediment removed from system	8 yards
Line Locations Performed	271

**Sweeper Operations**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Curb Miles Swept	808.4
Yards of Material Picked Up	257 Yards
City Parking Lots Swept	Safety Complex, 3 <sup>rd</sup> St parking lot, City Hall and the Hospital.

### Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	21
Bins Hauled for Fire Department	36
Bins Hauled for Sweeping Operation	52
Bins Hauled for Other Operations	7 Metal bins
Transport Equipment for other Departments	N/A

### Banner and Decorations Activities

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

### Signs and Markings

ACTIVITES	COMMENTS
Signs Made	10
Signs Replaced	9
Sign Post Replaced	2
Signs Replaced due to Graffiti Damage	8
Delineators	3
Cross Walks Painted	80
Stop Bars Painted	75
Yield Bars Painted	38
Right Arrows Painted	22
Left Arrows Painted	75
Straight Arrows Painted	29
Stop (word)	18
Only (word)	23
Bike Symbol & Arrow	14
Parking lot striping	N/A

### Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	1
Wind	N/A



## Item G-2



### Carson City Regional Transportation Commission Request for Commission Action

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**RTC Meeting Date:** September 21, 2015  
**Time Requested:** 15 Minutes

**To:** Regional Transportation Commission  
**From:** Danny Rotter, City Engineer  
**Date Prepared:** September 8, 2015  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

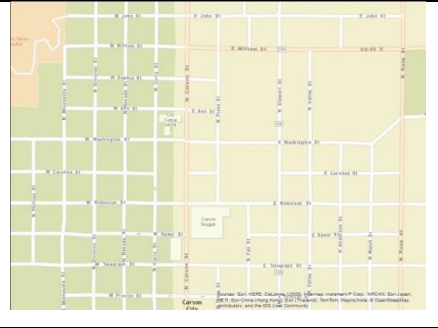
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## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

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

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
<b>Status: Project awarded 9/17. Construction to start late September.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>William Street (Route 50) Path Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	The project consists of removing and replacing approximately 1,600 feet of a substandard asphalt concrete path with an elevated 10-ft wide concrete path. The new path would be about 7 to 12 inches above the existing path grade. Other project components include improvements to drainage, raising utility boxes, installing signs and striping and other common improvements related to the project.		
<b>Justification:</b>	This project will replace sections of the existing path that have deteriorated that currently pose barriers to accessibility. The project will also incorporate striping and signage to further demarcate the path from adjacent land uses.		
<b>Project Location:</b>	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	<b>Project No: 3.1403</b>	
<b>Total Estimated Cost:</b>	\$290,000 to be amended	Project to Date Cost: \$23,000	


Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$210,000*	\$0
<b>Status: Project is 95% complete.</b>				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Long Street Sidewalk Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Construct new ADA-compliant sidewalk.		
<b>Justification:</b>	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
<b>Project Location:</b>	Long Street between Stewart Street and Carson Street.	<b>Project No:</b>	
<b>Total Estimated Cost:</b>	\$140,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$0	\$140,000*
<b>Status: Under construction.</b>				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				






## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Clear Creek Avenue Sanitary Sewer Extension</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Construct approximately 2,300 feet of sewer main, along with water main and storm drain improvements, including roadway reconstruction and related improvements.		
<b>Justification:</b>	This project will complete the sewer connection that will bypass the Bigelow Sewer Pump Station.		
<b>Project Location:</b>	Clear Creek Avenue between Horatio Lane and Center Drive.	<b>Project No: 050023</b>	
<b>Total Estimated Cost:</b>	\$1,200,000	Project to Date Cost: \$100,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
515	SEWER FUND	\$0	\$0	\$1,200,000
<b>Status: Project is under construction.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Division Street Roadway Repaving</b>		
Department Responsible:	Public Works		
Project Description:	Pulverize and repave the roadway on Division Street from Fifth Street to King Street. Project includes curb and gutter and sidewalk improvements on both sides of the roadway.		
Justification:	This project will repave a section of roadway that has significantly degraded and provide for drainage improvements and a safe and connected pedestrian facility where there are currently gaps.		
Project Location:	Division Street between Fifth Street and King Street.	<b>Project No: ST0005</b>	
Total Estimated Cost:	\$300,000	Project to Date Cost: \$4,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$300,000
<b>Status: Project to be awarded 9/21. Construction estimated to start in October.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

## Project Description Report

<b>Project Name:</b>	<b>Carson City Freeway Multi-Use Path</b>	
<b>Department Responsible:</b>	Public Works	
<b>Project Description:</b>	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
<b>Justification:</b>	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
<b>Project Location:</b>	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	<b>Project No:</b>
<b>Total Estimated Cost:</b>	\$684,000	Project to Date Cost: \$1,000




Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
<b>Status: Notice to proceed to design given. Survey work to begin in a few weeks.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

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

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