



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

**Day:** Wednesday  
**Date:** August 14, 2019  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

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

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

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

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

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

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

## 5. APPROVAL OF MINUTES:

**5-A For Possible Action** – Discussion and possible approval of the July 10, 2019 draft minutes.

## 6. PUBLIC MEETING ITEM(S):

**6-A For Information Only** – Informational presentation regarding Fiscal Year (FY) 2019 transportation activities.

**Staff Summary:** Carson City's FY 2019 ended on June 30, 2019. Staff will present a summary of FY 2019 transportation activities and accomplishments.

**6-B For Possible Action** – Discussion and possible action regarding a determination that V & C Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and awarding Contract No. 1819-237, CDBG College Parkway ADA Improvements Project, to V & C Construction, Inc., for a total not to exceed amount of \$200,233.

**Staff Summary:** This project is 100% grant funded and includes but is not limited to removing existing curb, gutter, sidewalk, and AC pavement and installing new concrete curb ramps and driveway aprons. The construction contract is for the base bid amount of \$158,205, additive alternate bid #1 for \$10,515; additive alternate bid #2 for \$13,310, plus a 10% contingency amount of \$18,203, to be funded from the Community Development Block Grant (CDBG) fund Construction Account. The engineer's base bid estimate for construction was \$225,000. The RTC previously approved awarding this contract to NV NJ Construction Group, Inc., however NV NJ Construction Group, Inc. was deemed non-responsive prior to executing the contract. Under NRS 241.015(3)(b)(2), the RTC may interrupt the meeting and exclude the public for the purpose of having an attorney-client discussion of potential litigation.

**6-C For Possible Action** – Discussion and possible action regarding recommending to the Board of Supervisors acceptance of the 90% design of the South Carson Complete Streets Project.

**Staff Summary:** The Carson City project manager and design team will present the 90% design for the South Carson Complete Streets Project.

**6-D For Possible Action** – Discussion and possible action regarding Amendment No. 2 to renew Contract No. 1516-129, Public Transportation Operating Services, with MV Transportation, Inc. for the annual amount of \$844,898 through September 30, 2020.

**Staff Summary:** The proposed amendment will exercise a one-year option year, extending the contract term through September 30, 2020.

**6-E For Possible Action** – Discussion and possible action regarding Contract No. 1819-181 2019 Bicycle and Pedestrian School Safety Review Studies between Carson City and Headway Transportation for a total not to exceed amount of \$149,860.00 to be funded from the RTC - Safe Routes to School program.

**Staff Summary:** Carson City released a formal Request for Qualifications (RFQ) for qualified firms to submit proposals for 2019 Bicycle and Pedestrian School Safety Review Studies on February 11, 2019.

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

- 7-A Transportation Manager’s Report
- 7-B Street Operations Activity Report
- 7-C Project Status Report
- 7-D Future Agenda Items

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

**9. The Next Meeting is Tentatively Scheduled** – 4:30 p.m., Wednesday, September 11, 2019, at the Sierra Room - Community Center, 851 East William Street.

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

**11. ADJOURNMENT: For Possible Action**

This agenda has been posted at the following locations by Thursday, August 8, 2019, before 5:00 p.m.:

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

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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION****Minutes of the July 10, 2019 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, July 10, 2019 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
 Vice Chairperson Mark Kimbrough  
 Commissioner Lori Bagwell  
 Commissioner Chas Macquarie  
 Commissioner Greg Stedfield

**STAFF:** Lucia Maloney, Transportation Manager  
 Dirk Goering, Senior Transportation Planner  
 Daniel Anderson, Transportation Planner / Analyst  
 Michael Reynolds, Transit Coordinator  
 Todd Reese, Deputy District Attorney  
 Tamar Warren, Council and Commission Reporter

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

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM (6:17:07)** - Chairperson Bonkowski called the meeting to order at 6:17 p.m. Ms. Warren called the roll; a quorum was present.

**2. AGENDA MANAGEMENT NOTICE (6:17:37)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

**3. DISCLOSURES (6:17:42)** - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

**4. PUBLIC COMMENT (6:17:49)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**5. ACTION ON APPROVAL OF MINUTES - June 12, 2019 (6:17:59)** - Chairperson Bonkowski introduced this item, and entertained a motion. **Vice Chairperson Kimbrough moved to approve the minutes. Commissioner Bagwell seconded the motion. Motion carried 5-0.**

**6. PUBLIC MEETING ITEMS:**

**6(A) DISCUSSION AND POSSIBLE ACTION REGARDING ALLOCATING \$280,725 FROM CARSON CITY'S APPORTIONMENT OF FEDERAL FISCAL YEARS 2019 SURFACE TRANSPORTATION BLOCK GRANT FUNDS TO THE MULTI-USE PATH TO COLORADO PROJECT AND TO THE AIRPORT ROAD SEWER AND ROADWAY RECONSTRUCTION PROJECT (6:18:24)** - Chairperson Bonkowski introduced this item, and Mr. Goering presented the agenda materials. Ms. Maloney responded to a questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Bagwell moved to approve the allocation of Surface Transportation Block Grant funds, as presented. Vice Chairperson Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the July 10, 2019 Meeting**

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**DRAFT**

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:**

**7(A) TRANSPORTATION MANAGER’S REPORT (6:22:39)** - Chairperson Bonkowski introduced this item, and Ms. Maloney presented her report. Ms. Maloney announced the annual meeting of the Transportation Resource Advisory Forum for Carson City (“TRAFCC) on Tuesday, July 23<sup>rd</sup> from 3:00 to 5:00 p.m. in the Sierra Room. She provided an overview of the agenda for the meeting. At Chairperson Bonkowski’s request, Ms. Maloney described the purpose of the TRAFCC. Chairperson Bonkowski and Ms. Maloney listed several of the TRAFCC stakeholders. Ms. Maloney invited any interested citizen to participate in the meeting.

Ms. Maloney announced that Transit Coordinator Michael Reynolds had assisted in applying for a \$50,000 ADSD grant. This is an annual grant application which supports the Free Transit for Seniors Program. Ms. Maloney advised that the grant was awarded, and that free passes for seniors were distributed at the beginning of July. Ms. Maloney reported that the annual goal for free passes is 333. She noted that this goal is exceeded every year, and provided information as to how to obtain the free passes. Chairperson Bonkowski entertained questions or comments of the commissioners; however, none were forthcoming.

**7(B) STREET OPERATIONS ACTIVITY REPORT (6:26:46)** - Chairperson Bonkowski introduced this item, and Ms. Maloney presented the report which was included in the agenda materials. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

**7(C) PROJECT STATUS REPORT (6:27:37)** - Chairperson Bonkowski introduced this item, and Ms. Maloney presented the report which was included in the agenda materials. Commissioner Macquarie and Chairperson Bonkowski requested to review the 70% design of the Kings Canyon Trailhead Improvements Project. Ms. Maloney agreed to provide this, and responded to additional questions.

**7(D) FUTURE AGENDA ITEMS**

**8. COMMISSIONER COMMENTS (6:33:24)** - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

**9. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR AUGUST 14, 2019 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY (6:33:30)** - Chairperson Bonkowski read this information into the record.

**10. PUBLIC COMMENT (6:33:40)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**11. ACTION ON ADJOURNMENT (6:33:43)** - Upon motion by Commissioner Bagwell, Chairperson Bonkowski adjourned the meeting at 6:33 p.m.

The Minutes of the July 10, 2019 Carson City Regional Transportation Commission meeting are so approved this \_\_\_\_\_ day of August, 2019.

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BRAD BONKOWSKI, Chair



## STAFF REPORT

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

**Meeting Date:** August 14, 2019

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Information Only** – Informational presentation regarding Fiscal Year (FY) 2019 transportation activities.

**Staff Summary:** Carson City's FY 2019 ended on June 30, 2019. Staff will present a summary of FY 2019 transportation activities and accomplishments.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

### Proposed Motion

-N/A

### Background/Issues & Analysis

The Carson City Public Works Transportation Division consists of five full time employees (FTEs), including the Transportation Manager, Senior Transportation Planner, Transportation Planner, Transit Coordinator, and Bicycle and Pedestrian Coordinator. These employees are primarily responsible for identifying and pursuing competitive funding opportunities, supporting planning & implementation of capital projects, and operating the Jump Around Carson (JAC) transit system. This report summarizes FY 2019 activities and accomplishments for those primary areas of responsibility.

### Grant Application Summary

Transportation staff developed and submitted four competitive grant applications during FY 2019 for projects totaling \$2,811,892. Of the \$2,535,992 grant funds requested, Carson City was awarded \$2,033,971. There is one grant application requesting \$455,000 for transit vehicle replacement that is still pending. In total, \$80,900 in RTC match funding was leveraged to fund \$2.1M in current and upcoming transportation projects. Additional information is contained in Exhibit-1: FY 2019 RTC Grant Application/Award Summary.

Capital Projects Summary

Ongoing progress of transportation projects is tracked and reported monthly as a Project Status Report within the RTC Board packets. Eighteen transportation projects were included in the project status reports during FY 2019. Exhibit-2 displays the FY 2019 Transportation Project Map for additional information.

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

-N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Supporting Material**

-Exhibit-1: FY 2019 RTC Grant Application/Award Summary

-Exhibit-2: FY 2019 Transportation Capital Improvement Project Map



## Exhibit-1: FY 2019 RTC Grant Application/Award Summary

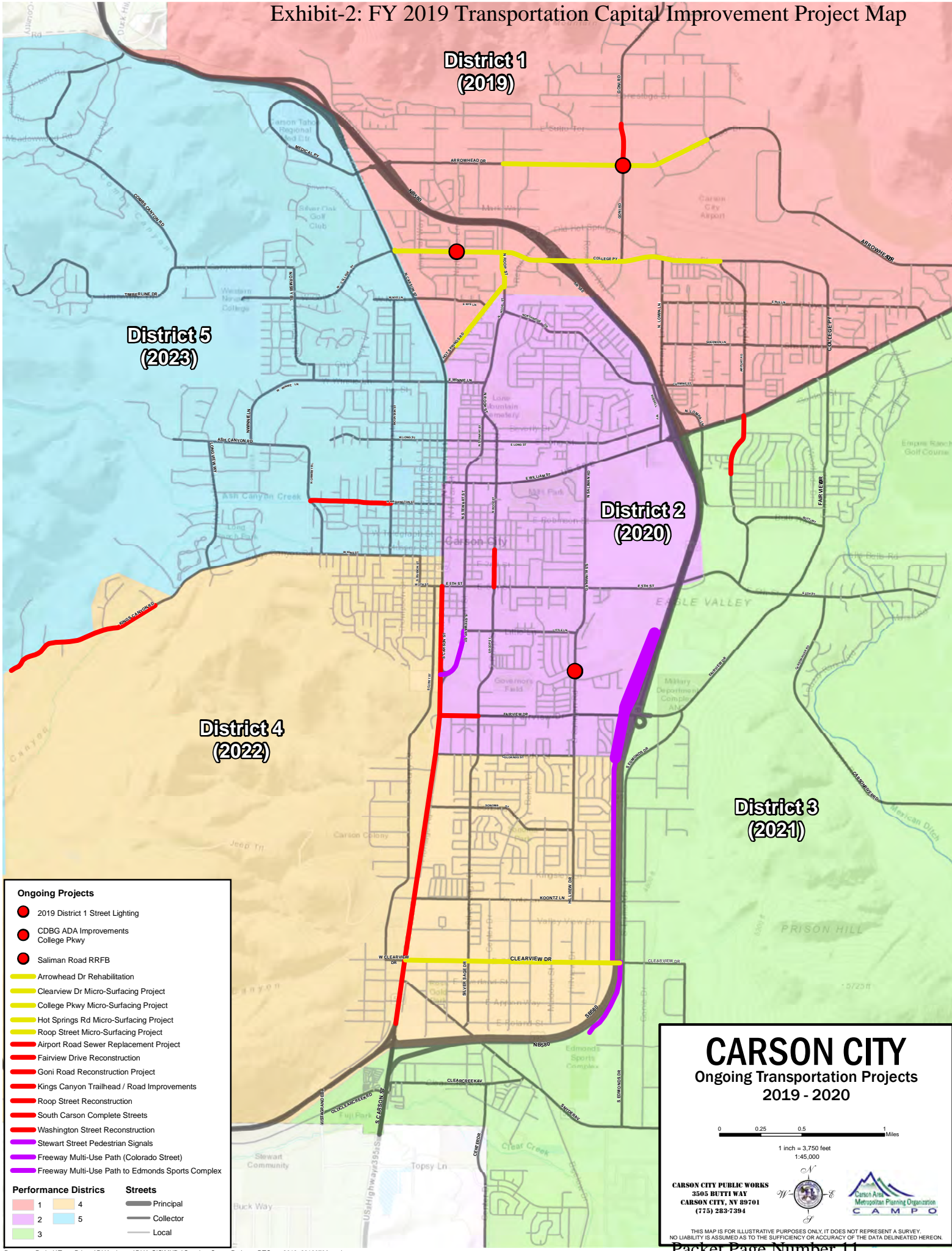
### FY 2019 Regional Transportation Commission (RTC) Grant Application/Award Summary

Funding Source	Project Name	Grant Application			Grant Awarded		
		Total Project Cost	Requested	Match	Total Project Cost	Award Amount	Match
Community Development Block Grant (CDBG)	ADA Improvements on College Pkwy. between N. Carson St. and Northgate Rd.	\$268,892	\$268,892	\$0	\$268,892	\$268,892	\$0
Community Development Block Grant (CDBG)	ADA Improvements on Airport Rd. between US 50 E and Champion St.	\$275,000	\$275,000	\$0	\$227,979	\$227,979	\$0
Transportation Alternatives Grant (TAP)	Carson City Freeway Corridor Multi-Use Path Project	\$1,618,000	\$1,537,100	\$80,900	\$1,618,000	\$1,537,100	\$80,900
<b>Awarded Grants Total</b>		<b>\$2,161,892</b>	<b>\$2,080,992</b>	<b>\$80,900</b>	<b>\$2,114,871</b>	<b>\$2,033,971</b>	<b>\$80,900</b>
Federal Transit Administration (FTA) Section 5339(b)	CAMPO FFY 2020 Bus Replacement Project	\$650,000	\$455,000	\$195,000	N/A		
<b>Pending Grants Total</b>		<b>\$650,000</b>	<b>\$455,000</b>	<b>\$195,000</b>			
N/A							
<b>Non-Awarded Grants Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total**</b>		<b>\$2,811,892</b>	<b>\$2,535,992</b>	<b>\$275,900</b>	<b>\$2,114,871</b>	<b>\$2,033,971</b>	<b>\$80,900</b>

\*\*Excludes \$537,280 Surface Transportation Block Grant apportionment set-aside, requiring 5% local match

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# Exhibit-2: FY 2019 Transportation Capital Improvement Project Map



**Ongoing Projects**

- 2019 District 1 Street Lighting
- CDBG ADA Improvements College Pkwy
- Saliman Road RRFB
- Arrowhead Dr Rehabilitation
- Clearview Dr Micro-Surfacing Project
- College Pkwy Micro-Surfacing Project
- Hot Springs Rd Micro-Surfacing Project
- Roop Street Micro-Surfacing Project
- Airport Road Sewer Replacement Project
- Fairview Drive Reconstruction
- Goni Road Reconstruction Project
- Kings Canyon Trailhead / Road Improvements
- Roop Street Reconstruction
- South Carson Complete Streets
- Washington Street Reconstruction
- Stewart Street Pedestrian Signals
- Freeway Multi-Use Path (Colorado Street)
- Freeway Multi-Use Path to Edmonds Sports Complex

**Performance Districts**

1	4	Principal
2	5	Collector
3		Local

## CARSON CITY

### Ongoing Transportation Projects 2019 - 2020

0 0.25 0.5 1 Miles

1 inch = 3,750 feet  
1:45,000

**CARSON CITY PUBLIC WORKS**  
 3505 BUTTE WAY  
 CARSON CITY, NV 89701  
 (775) 283-7394

THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

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# STAFF REPORT

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

**Meeting Date:** August 14, 2019

**Staff Contact:** Dan Stucky, City Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that V & C Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and awarding Contract No. 1819-237, CDBG College Parkway ADA Improvements Project, to V & C Construction, Inc., for a total not to exceed amount of \$200,233.

**Staff Summary:** This project is 100% grant funded and includes but is not limited to removing existing curb, gutter, sidewalk, and AC pavement and installing new concrete curb ramps and driveway aprons. The construction contract is for the base bid amount of \$158,205, additive alternate bid #1 for \$10,515; additive alternate bid #2 for \$13,310, plus a 10% contingency amount of \$18,203, to be funded from the Community Development Block Grant (CDBG) fund Construction Account. The engineer's base bid estimate for construction was \$225,000. The RTC previously approved awarding this contract to NV NJ Construction Group, Inc., however NV NJ Construction Group, Inc. was deemed non-responsive prior to executing the contract. Under NRS 241.015(3)(b)(2), the RTC may interrupt the meeting and exclude the public for the purpose of having an attorney-client discussion of potential litigation.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

## Proposed Motion

I move to award the contract as presented.

## Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on April 29, 2019. Four bids were opened at approximately 11:10 am on May 22, 2019, at 201 North Carson Street Suite 2, Carson City, NV 89701. Present during the bid opening were Brittney McVay, Sierra Nevada Construction; Leslie Skinner, Spanish Springs Construction; John Kovacs, NV NJ Construction; Jeff Freeman and Brian Elder, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

	Base Bid	Alt. #1	Alt. #2	Alt. #3	Total	Total + 10% Contingency
1. NV NJ Construction	\$152,245	\$10,530	\$14,725	\$25,090	\$202,590	\$222,849
2. V & C Construction	\$158,205	\$10,515	\$13,310	\$23,020	\$205,050	\$225,555
3. Spanish Springs Construction	\$216,444	\$14,420	\$18,215	\$30,170	\$279,249	\$307,174
4. Sierra Nevada Construction	\$252,361	\$13,918	\$17,666	\$32,063	\$316,007	\$347,608

On June 12, 2019, the Carson City Regional Transportation Commission approved the award of Contract No. 1819-237 to NV NJ Construction Group Inc. for a total not to exceed amount of \$222,849. As explained in the Letter of Cancellation, on July 26, 2019, the City deemed NV NJ Construction Group, Inc. non-responsive and rejected NV NJ Construction Group, Inc.'s bid. NV NJ Construction Group, Inc.'s bid has responded to the City's Letter of Cancellation. The Letter of Cancellation and NV NJ Construction Group, Inc.'s response are provided along with this staff report.

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

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

-NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Community Development Block Grant (CDBG) fund, Construction account (for construction) / 2750620-507010 P303518056

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: This project is 100% grant funded, no local match is required. There are sufficient funds in the grant project budget to award this contract. Due to additional staff costs associated with project management and coordination, additive alternate bid #3 to reconstruct the western driveway of 7-Eleven is not being pursued. Removal of additive alternate bid #3 reduces the project by \$25,322.

**Alternatives**

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

**Supporting Material**

- Exhibit-1: Bid Tab
- Exhibit-2: Draft Contract No. 1819-237
- Exhibit-3: Notice of Cancellation, NVNJ Construction
- Exhibit-4: NVNJ Receipt of Cancellation Letter

**Board Action Taken:**

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

1) _____	Aye/Nay
2) _____	_____
	_____
	_____

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 1819-237 CDBG College Parkway ADA Improvement Project

Date and Time of Opening: May 22, 2019 @ 11:10am

Description			Bidder # 1		Bidder # 2		Bidder #3		Bidder #4		
			NV NJ Construction Group, Inc.		V&C Construction, Inc.		Spanish Springs Construction, Inc.		Sierra Nevada Construction, Inc.		
BONDING Provided, \$, %, or no			10%		5%		5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	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	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$14,614.00	\$14,614.00	\$10,000.00	\$10,000.00
2	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$64,621.00	\$64,621.00
3	Storm Water Protection	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
4	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	1430	SF	\$2.00	\$2,860.00	\$7.50	\$10,725.00	\$8.00	\$11,440.00	\$9.00	\$12,870.00
5	Permanent Pavement Patch – 5" Type 3 PG64-22 on 9" Type 2 Aggregate Base	1,430	SF	\$2.00	\$2,860.00	\$10.00	\$14,300.00	\$17.00	\$24,310.00	\$19.50	\$27,885.00
6	Remove Existing PCC Sidewalk and Flatwork and Haul to Landfill (Dump Tickets Provided by City)	1,500	SF	\$2.00	\$3,000.00	\$6.00	\$9,000.00	\$8.00	\$12,000.00	\$6.00	\$9,000.00
7	Remove PCC Curb and Gutter and Haul to Landfill (Dump Tickets Provided by City)	180	LF	\$10.00	\$1,800.00	\$6.00	\$1,080.00	\$20.00	\$3,600.00	\$20.00	\$3,600.00
8	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	255	SF	\$7.00	\$1,785.00	\$7.50	\$1,912.50	\$8.00	\$2,040.00	\$7.00	\$1,785.00
9	Remove PCC Pedestrian Ramp and Haul to Landfill (Dump Tickets Provided by City)	3750	SF	\$2.00	\$7,500.00	\$5.00	\$18,750.00	\$8.00	\$30,000.00	\$6.00	\$22,500.00
10	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	2450	SF	\$4.00	\$9,800.00	\$9.75	\$23,887.50	\$12.00	\$29,400.00	\$13.00	\$31,850.00
11	Construct Type 1 Curb and Gutter on 6" Aggregate Base	180	LF	\$40.00	\$7,200.00	\$36.00	\$6,480.00	\$60.00	\$10,800.00	\$95.00	\$17,100.00
12	Construct PCC Pedestrian Curb Ramp with Detectable Warning Plate	1820	SF	\$27.00	\$49,140.00	\$13.50	\$24,570.00	\$32.00	\$58,240.00	\$25.00	\$45,500.00
13	Relocate Existing Pedestrian Push Button and Post ( Must Coordinate Work With Carson City Signal Crew at least 72 Hours in Advance of Work)	1	EA	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
14	Relocate Sign and Post	1	EA	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00
15	Adjust Existing Utility Box to Finish Grade	2	EA	\$100.00	\$200.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$200.00	\$400.00
<b>BP.2 Total Base Bid Price (Schedule A)</b>				\$152,245.00		\$158,205.00		\$216,444.00		\$252,361.00	
<b>Additive Alternate Bid #1 - Schedule B: (Burger King Driveway)</b>											
16	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	290	SF	\$7.00	\$2,030.00	\$7.50	\$2,175.00	\$8.00	\$2,320.00	\$3.50	\$1,015.00
17	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	280	SF	\$5.00	\$1,400.00	\$7.50	\$2,100.00	\$8.00	\$2,240.00	\$4.00	\$1,120.00
18	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	280	SF	\$5.00	\$1,400.00	\$10.00	\$2,800.00	\$17.00	\$4,760.00	\$20.50	\$5,740.00
19	Construct PCC Driveway Apron	270	SF	\$20.00	\$5,400.00	\$12.00	\$3,240.00	\$18.00	\$4,860.00	\$21.25	\$5,737.50
20	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	20	SF	\$15.00	\$300.00	\$10.00	\$200.00	\$12.00	\$240.00	\$15.25	\$305.00
<b>BP.3 Total Additive Alternate Bid #1 Price (Schedule B)</b>				\$10,530.00		\$10,515.00		\$14,420.00		\$13,917.50	
<b>Additive Alternate Bid #2 - Schedule C: (Port of Subs Shopping Center Driveway)</b>											
21	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	365	SF	\$7.00	\$2,555.00	\$7.50	\$2,737.50	\$8.00	\$2,920.00	\$5.40	\$1,971.00
22	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	355	SF	\$7.00	\$2,485.00	\$7.50	\$2,662.50	\$8.00	\$2,840.00	\$7.00	\$2,485.00
23	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	355	SF	\$7.00	\$2,485.00	\$10.00	\$3,550.00	\$17.00	\$6,035.00	\$16.00	\$5,680.00
24	Construct PCC Driveway Apron	330	SF	\$20.00	\$6,600.00	\$12.00	\$3,960.00	\$18.00	\$5,940.00	\$21.00	\$6,930.00
25	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	40	SF	\$15.00	\$600.00	\$10.00	\$400.00	\$12.00	\$480.00	\$15.00	\$600.00
<b>BP.4 Total Additive Alternate Bid #3 Price (Schedule C)</b>				\$14,725.00		\$13,310.00		\$18,215.00		\$17,666.00	
<b>Additive Alternate Bid #3 - Schedule D: (7-Eleven West Driveway)</b>											
26	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	1050	SF	\$2.00	\$2,100.00	\$7.50	\$7,875.00	\$8.00	\$8,400.00	\$4.15	\$4,357.50
	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	110	SF	\$7.00	\$770.00	\$7.50	\$825.00	\$8.00	\$880.00	\$5.00	\$550.00
	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	110	SF	\$7.00	\$770.00	\$10.00	\$1,100.00	\$17.00	\$1,870.00	\$25.00	\$2,750.00
	Construct PCC Driveway Apron	390	SF	\$20.00	\$7,800.00	\$12.00	\$4,680.00	\$18.00	\$7,020.00	\$22.00	\$8,580.00
	Construct PCC Retaining Curb	30	LF	\$30.00	\$900.00	\$28.00	\$840.00	\$20.00	\$600.00	\$85.00	\$2,550.00
	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	50	SF	\$15.00	\$750.00	\$10.00	\$500.00	\$12.00	\$600.00	\$13.50	\$675.00
	Construct PCC Driveway Transition	600	SF	\$20.00	\$12,000.00	\$12.00	\$7,200.00	\$18.00	\$10,800.00	\$21.00	\$12,600.00
<b>Total Additive Alternate Bid #3 Price (Schedule D)</b>				\$25,090.00		\$23,020.00		** \$30,170.00		\$32,062.50	
Total Bid Price written in words? y/n											
			Y		Y		Y		Y		
Bidder Information provided? y/n											
			Y		Y		Y		Y		
Sub Contractors listed? y/n or none											
			Y		Y		Y		Y		
Bid Document executed? y/n											
			Y		Y		Y		Y		
**Spanish Springs Construction has a total on Bid#3 of \$30,170.00 but has written as \$20,890.00											

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**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

THIS CONTRACT made and entered into this 14<sup>th</sup> day of August, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and V & C Construction, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1819-237**, titled **CDBG College Parkway ADA Improvements Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

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

**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.1819-237 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/bids>.

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

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Martin Louch, Vice President  
V & C Construction, Inc.  
P.O. Box 1269  
Minden, NV 89423  
775-267-1967  
[Vcconstructioninc@yahoo.com](mailto:Vcconstructioninc@yahoo.com)

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Eighty Two Thousand Thirty Dollars and 00/100 (\$182,030.00).

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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Title: CDBG College Parkway ADA Improvements Project

**CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1819-237**

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

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

## 8. FAIR EMPLOYMENT PRACTICES:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

## 9. PREFERENTIAL EMPLOYMENT:

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

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

## 14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

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

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

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

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

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

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

## 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1819-237**

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

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

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

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

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

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

## 16. **BUSINESS LICENSE:**

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

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

## 17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

## 18. **WAIVER OF BREACH:**

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

## 19. **SEVERABILITY:**

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

## 20. **ASSIGNMENT / DELEGATION:**

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

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

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

## 22. PUBLIC RECORDS:

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

## 23. CONFIDENTIALITY:

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

## 24. FEDERAL FUNDING:

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

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

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

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

## 25. LOBBYING:

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

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

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

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

## 26. GENERAL WARRANTY:

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

## 27. PROPER AUTHORITY:

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

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

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

## 29. GOVERNING LAW / JURISDICTION:

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

## 30. ENTIRE CONTRACT AND MODIFICATION:

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Chief Financial Officer  
Attn: Carol Akers  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7124  
Fax: 775-887-2286  
CAkers@carson.org

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 1819-237**  
**Project# 031807**  
**Account # 275-0620-465.70-40**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

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

**CONTRACTOR**

**BY:** Martin Louch

**TITLE:** Vice President

**FIRM:** V & C Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** 19-00024746

**NEVADA CONTRACTORS LICENSE #:** 0021752

**Address:** P.O. Box 1269

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

**Telephone:** 775-267-1967

**E-mail Address:** [vcconstructioninc@yahoo.com](mailto:vcconstructioninc@yahoo.com)

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

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

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

)ss

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

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

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

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 14, 2019, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-237** and titled **CDBG College Parkway ADA Improvements Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
BRAD BONKOWSKI, CHAIRPERSON

DATED this 14<sup>th</sup> day of August, 2019

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 14<sup>th</sup> day of August, 2019

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID #1819-237** and titled **CDBG College Parkway ADA Improvements Project**, in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# 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 #1819-237** and titled **CDBG College Parkway ADA Improvements Project**, in accordance with  
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is  
hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1819-237** and titled **CDBG College Parkway ADA Improvements Project**

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

<b>BY:</b>	<b>(signature of Principal)</b>	
<b>TITLE:</b>		
<b>FIRM:</b>		
<b>Address:</b>		<b>L.S.</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.

# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # \_\_\_\_\_, PWP # \_\_\_\_\_, for the Project Title: CDBG College Parkway ADA Improvements.

NOW, THEREFORE,

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

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

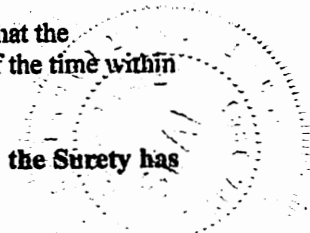
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

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

Signed, Sealed and dated: May 16, 2019

V & C Construction, Inc.  
Principal  
By: \_\_\_\_\_

Endurance Assurance Corporation  
Surety  
By: \_\_\_\_\_  
Jennifer Castillo, Attorney-in fact



ENDURANCE ASSURANCE CORPORATION

POAA00000070 148

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint DAVID J. MCKEE, PATRICK R. HEDGES, JOSEPH A. CLARKEN, III, JENNIFER CASTILLO, MELANIE ANKENY, CHRYSTAL R. HEDGES its true and lawful Attorney(s)-in-fact, at SCOTSDALE in the State of AZ and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds and undertakings provided however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 29th day of July, 2016 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

On the 29th day of July, 2016 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTSDALE PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT OF ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument and that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the Corporation and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety for and on behalf of others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And he further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 16th day of May, 2019

(Corporate Seal)

Christopher Donelan signature

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@enduranceservices.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Endurance Surety Claims Department, 750 Third Avenue - 10th Floor, New York, NY 10017



# BID PROPOSAL

**BID # 1819-237**

**BID TITLE: "CDBG College Parkway ADA Improvements Project"**

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

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

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

**BIDDER** acknowledges receipt of 0 Addendums.

## BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Base Bid Schedule A (Curb Ramps and Sidewalk Improvements):</b>					
1	Mobilization, Demobilization and Clean-Up	1	LS	25,000 <sup>-</sup>	25,000 <sup>-</sup>
2	Traffic Control	1	LS	15,000 <sup>-</sup>	15,000 <sup>-</sup>
3	Storm Water Protection	1	LS	2,500 <sup>-</sup>	2,500 <sup>-</sup>
4	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	1,430	SF	7 <sup>50</sup>	10,725 <sup>-</sup>
5	Permanent Pavement Patch – 5" Type 3 PG64-22 on 9" Type 2 Aggregate Base	1,430	SF	10 <sup>-</sup>	14,300 <sup>-</sup>
6	Remove Existing PCC Sidewalk and Flatwork and Haul to Landfill (Dump Tickets Provided by City)	1,500	SF	6 <sup>-</sup>	9,000 <sup>-</sup>
7	Remove PCC Curb and Gutter and Haul to Landfill (Dump Tickets Provided by City)	180	LF	6 <sup>-</sup>	1,080 <sup>-</sup>
8	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	255	SF	7 <sup>50</sup>	1,912 <sup>50</sup>
9	Remove PCC Pedestrian Ramp and Haul to Landfill (Dump Tickets Provided by City)	3,750	SF	5 <sup>-</sup>	18,750 <sup>-</sup>
10	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	2,450	SF	9 <sup>75</sup>	23,887 <sup>50</sup>
11	Construct Type 1 Curb and Gutter on 6" Aggregate Base	180	LF	36 <sup>-</sup>	6,480 <sup>-</sup>
12	Construct PCC Pedestrian Curb Ramp with Detectable Warning Plate	1,820	SF	13 <sup>50</sup>	24,570 <sup>-</sup>
13	Relocate Existing Pedestrian Push Button and Post ( Must Coordinate Work With Carson City Signal Crew at least 72 Hours in Advance of Work)	1	EA	3,500 <sup>-</sup>	3,500 <sup>-</sup>
14	Relocate Sign and Post	1	EA	500 <sup>-</sup>	500 <sup>-</sup>
15	Adjust Existing Utility Box to Finish Grade	2	EA	500 <sup>-</sup>	1,000 <sup>-</sup>
<b>BP.2</b>	<b>Total Base Bid Price (Schedule A)</b>				158,205 <sup>-</sup>
<b>Additive Alternate Bid #1 Schedule B: (Burger King Driveway)</b>					
16	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by	290	SF	7 <sup>50</sup>	2,175 <sup>-</sup>

# BID PROPOSAL

	City)				
17	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	280	SF	7 <sup>50</sup>	2,100 <sup>-</sup>
18	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	280	SF	10 <sup>-</sup>	2,800 <sup>-</sup>
19	Construct PCC Driveway Apron	270	SF	12 <sup>-</sup>	3,240 <sup>-</sup>
20	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	20	SF	10 <sup>-</sup>	200 <sup>-</sup>
BP.3 Total Additive Alternate Bid #1 Price (Schedule B)					10,515 <sup>-</sup>
<b>Additive Alternate Bid #2 - Schedule C: (Port of Subs Shopping Center Driveway)</b>					
21	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	365	SF	7 <sup>50</sup>	2,737 <sup>50</sup>
22	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	355	SF	7 <sup>50</sup>	2,662 <sup>50</sup>
23	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	355	SF	10 <sup>-</sup>	3,550 <sup>-</sup>
24	Construct PCC Driveway Apron	330	SF	12 <sup>-</sup>	3,960 <sup>-</sup>
25	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	40	SF	10 <sup>-</sup>	400 <sup>-</sup>
BP.4 Total Additive Alternate Bid #2 Price (Schedule C)					13,310 <sup>-</sup>
<b>Additive Alternate Bid #3 - Schedule D: (7-Eleven West Driveway)</b>					
26	Remove PCC Driveway Approach and Haul to Landfill (Dump Tickets Provided by City)	1,050	SF	7 <sup>50</sup>	7,875 <sup>-</sup>
27	Sawcut and Remove AC Pavement and Haul to Landfill (Dump Tickets Provided by City)	110	SF	7 <sup>50</sup>	825 <sup>-</sup>
28	Permanent Pavement Patch – 5" Type 3 PG64-22 on 8" Type 2 Aggregate Base	110	SF	10 <sup>-</sup>	1,100 <sup>-</sup>
29	Construct PCC Driveway Apron	390	SF	12 <sup>-</sup>	4,680 <sup>-</sup>
30	Construct PCC Retaining Curb	30	LF	28 <sup>-</sup>	840
31	Construct Type A PCC Sidewalk – 4" Concrete on 4" Aggregate Base	50	SF	10 <sup>-</sup>	500 <sup>-</sup>
32	Construct PCC Driveway Transition	600	SF	12 <sup>-</sup>	7,200 <sup>-</sup>
BP.5 Total Additive Alternate Bid #3 Price (Schedule D)					23,020 <sup>-</sup>

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

One hundred fifty eight thousand two hundred and five dollars and zero cents

BP.7 Total Alternate #1 (Schedule (B) Bid Price Written in Words:

ten thousand five hundred and fifteen dollars and zero cents

BP.8 Total Alternate #2 (Schedule (c) Bid Price Written in Words:

thirteen thousand three hundred and ten dollars and zero cents

BP.9 Total Alternate #3 (Schedule (D) Bid Price Written in Words:

**BID PROPOSAL**

twenty three thousand and twenty dollars and zero cents

**BP.10 BIDDER INFORMATION:**

Company Name: V3C Construction, Inc
Federal ID No & DUNS No.: 880177663 / 115200123
Mailing Address: P.O. Box 1269
City, State, Zip Code: Minden, NV 89423
Complete Telephone Number: (775)267-1967
Complete Fax Number: (775)267-1968
Fax Number including area code: (775)267-1968
E-mail: v3constructioninc@yahoo.com

Contact Person / Title: Martin Louch / Vice President
Mailing Address: P.O. Box 1269
City, State, Zip Code: Minden, NV 89423
Complete Telephone Number: (775)267-1967
Complete Fax Number: (775)267-1968
E-mail Address: v3constructioninc@yahoo.com

**BP.11 LICENSING INFORMATION:**

Nevada State Contractor's License Number: 0021752
License Classification(s): A12, A13, A15, A16, A18, A19A, A21, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9
Limitation(s) of License: \$4,700,000
Date Issued: March 21, 1984
Date of Expiration: 03/31/2021
Name of Licensee: V3C Construction
Carson City Business License Number: 19-00024746
Date Issued: 12/11/2018
Date of Expiration: 12/31/2019

# BID PROPOSAL

Name of Licensee: V3C Construction

**BP.12 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: <u>Nevada</u>
Date Incorporated: <u>December 1981</u>
Name of Corporation: <u>V3C Construction, Inc</u>
Mailing Address <u>P.O. Box 1269</u>
City, State, Zip Code: <u>Minden, NV 89423</u>
Telephone Number: <u>(775) 267-1967</u>
President's Name: <u>Raymond Van Winkle</u>
Vice-President's Name: <u>Martin Louch</u>
Other 1) Name & Title: <u>Kearstin Huddleson / Sec/Treasurer</u>

# BID PROPOSAL

**BP.13 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) <i>Raymond Van Winkle</i> Title 1) <i>President</i>	<i>37</i>
Name 2) <i>Martin Louch</i> Title 2) <i>Vice President</i>	<i>24</i>
Name 3) <i>Kearstin Huddleson</i> Title 3) <i>Sec/Treasurer</i>	<i>11</i>
Name 4) <i>Miguel Beroman</i> Title 4) <i>Concrete Foreman</i>	<i>15</i>
Name 5) <i>Nick Huddleson</i> Title 5) <i>Safety Supervisor</i>	<i>14</i>
Name 6)	
Title 6)	

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

# BID PROPOSAL

**BP.14 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):	Carson City Purchasing + Contracts
Contract Person:	Carol Akers
Mailing Address:	201 N. Carson St #2
City, State, Zip Code:	Carson City NV 89701
Complete Telephone Number:	(775) 283-7362
E-Mail Address:	CAkers@carson.org
Project Title:	North Carson St. ADA Improvements
Amount of Contract:	\$189,956 <sup>19</sup>
Scope of Work:	Curb, Gutter, sidewalk, ADA Ramps
Company Name 2):	Town of Gardnerville
Contract Person:	Tom Dallaire
Mailing Address:	1407 US Hwy 395 North
City, State, Zip Code:	Gardnerville, NV 89410
Complete Telephone Number:	(775) 782-7134
E-Mail Address:	TDallaire@douglasnv.us
Project Title:	Maintenance Yard Improvements + Sidewalk extension
Amount of Contract:	\$345,758 <sup>65</sup>
Scope of Work:	Curb, gutter, sidewalks, ADA Ramps, Electrical Conduit, manholes, gates, cmu wall

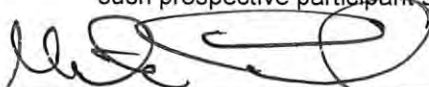
## BID PROPOSAL

<b>Company Name 3):</b> Carson City Purchasing + Contracts
Contract Person: Carol Akers
Mailing Address: 201 N Carson St #2
City, State, Zip Code: Carson City NV 89201
Complete Telephone Number: (775) 283-7362
E-Mail Address: CAkers@Carson.org
Project Title: Empire Elementary ADA Pedestrian Improvements
Amount of Contract: \$192,611 <sup>57</sup>
Scope of Work: Curb, gutter, sidewalk, ADA Ramps
<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:

# BID PROPOSAL

## BP. 15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
Martin Louch  
 Printed Name

Vice President  
 Title  
05/22/19  
 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>
2017	.82	0
2018	.82	10.42

<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.16 INSTRUCTIONS:** for Subcontractors and **General Contractors who self-perform** in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>V3C Construction</i>		Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>(775)267-1967</i>	NV Contractor License # <i>0021752</i>	Limit of License <i>\$4,700,000</i>	
DUNS# <i>115200123</i>			
Description of work <i>All work not listed below will be self performed.</i>			
Name of Subcontractor <i>None</i>		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP.17 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>V3C Construction</i>		Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>(775)267-1967</i>	NV Contractor License # <i>0021752</i>	Limit of License <i>\$4,700,000</i>	
DUNS# <i>115200123</i>			
Description of work <i>All work not listed below will be self performed</i>			
Name of Subcontractor <i>None</i>		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 18 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>V3C Construction</i>		Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>(775) 267-1967</i>	NV Contractor License # <i>0021752</i>	Limit of License <i>\$4,700,000</i>	
DUNS# <i>115200123</i>			
Description of work <i>All work not listed below will be self performed</i>			
Name of Subcontractor <i>None</i>		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			

# BID PROPOSAL

BP.19

<b>CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS</b>					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment: <i>V + C Construction, Inc. PO Box 1269 Minden NV 89423</i>				CONTRACT NUMBER: <u><i>CC-2019-222</i></u>	
	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing			Date Submitted
The contractor attests that the information provided is accurate.					

# BID PROPOSAL

## BP.20 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
COUNTY OF Douglas ) SS

I Martin Louch (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "CDBG College Parkway ADA Improvements Project", contract number 1819-237, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:

PRINTED NAME OF BIDDER: Martin Louch  
TITLE: Vice President  
FIRM: Vic Construction, Inc  
Address: PO Box 1269  
City, State, Zip: Minden NV 89423  
Telephone: 775 267 1967  
Fax: (775)267-1968  
E-mail Address: vicconstructioninc@yahoo.com

[Signature]  
(Signature of Bidder)

DATED: 05/22/19

Signed and sworn (or affirmed) before me on this 22<sup>nd</sup> day of May, 2019, by Martin Louch

[Signature]  
(Signature of Notary)



ATTACHMENT C-FEDERAL REQUIREMENTS  
*Nevada Governor's Office of*  
**ECONOMIC DEVELOPMENT**  
COMMUNITY DEVELOPMENT BLOCK GRANT

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

INSTRUCTIONS

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

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

CERTIFICATION

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

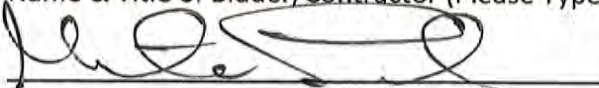
The Bidder (Contractor) has  has not  participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

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

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

Martin Louch Vice President V3C Construction

Name & Title of Bidder/Contractor (Please Type)



Signature

05/22/2019

Date

ATTACHMENT C-FEDERAL REQUIREMENTS  
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION

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

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

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

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

\_\_\_\_\_  
Name & Address of Subcontractor (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT C-FEDERAL REQUIREMENTS  
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

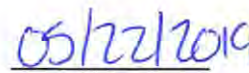
LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR

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

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

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

Signature   
Bidder/Main Contractor: Authorized Official

  
Date



**ATTACHMENT C-FEDERAL REQUIREMENTS  
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**LOBBYING ASSURANCES - SUBCONTRACTOR**

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

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

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

Signature \_\_\_\_\_  
Subcontractor: Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT C-FEDERAL REQUIREMENTS  
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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

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

V3C Construction

Name of Contractor or Subcontractor

Martin Louch Vice President

Name and Title of Authorized Representative



Signature

05/22/2019

Date

## ATTACHMENT C-FEDERAL REQUIREMENTS

## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## SECTION 3 CLAUSE

All Section 3 contracts exceeding \$100,000 shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contact is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income or very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 Regulation.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall being.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause upon finding that the subcontractor is in violation of the regulations in CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulation of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for the default, and debarment or suspension from future HUD assisted contracts.

ATTACHMENT C-FEDERAL REQUIREMENTS

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

V3C Construction  
Name of Contractor

CDBG College Parkway ADA Improvement Project  
Project Name and Number #031807

The undersigned hereby certifies that:

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

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

[Handwritten Signature]  
Signature

05/22/2019  
Date

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

ATTACHMENT C-FEDERAL REQUIREMENTS

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

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

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

\_\_\_\_\_  
Print or type Name & Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Section 3: Estimated Work Force Breakdown**

*To be completed by Contractors during the bidding process:*

1. Contractor name and Address: V + C Construction, Inc. PO Box 1269 Minden, NV 89423		2. Dollar Amount of Contract \$158,205 Plus Alternates		3. Project Name CDBG College Parkway ADA Improvements	
		4. Construction Manager Martin Louch		5. Phone number: 775-267-1967	
Employment & Training					
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons	
Professionals	2	2			
Technicians					
Office/Clerical	1	1			
Construction by Trade (List)					
Trade Labor	5	5			
Trade mason	3	3			
Trade Operator	2	2			
Trade Truck Driver	2	2			
Trade					
Apprenticeship					
Other (list)					

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

Dec-10

ATTACHMENT C-FEDERAL REQUIREMENTS  
 Nevada Governor's Office of  
**ECONOMIC DEVELOPMENT**  
 COMMUNITY DEVELOPMENT BLOCK GRANT

Exhibit A

**CHECK ONE:**

- 5 – 8 hour days
- 4 – 10 hour days

**WAGE COMPARISON WORKSHEET**

Project Name CDCB College Parkway ADA Improvements Project Location College Parkway, Carson City, NV Date 05/22/2019  
 Date & Modification of Federal Wage Rates 01/18/2019 Date of State Rates 10/01/2018

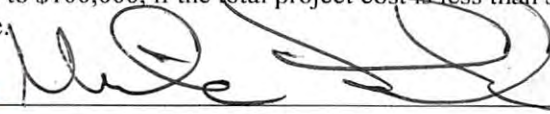
Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Labor	1	Gr-1			25.45	10.56	36.01	38.08		38.08	38.08		38.08	State
Labor	3	Gr-3			25.70	10.56	36.26	38.33		38.33	38.33		38.33	State
Mason					37.00		37.00	41.12		41.12	41.12		41.12	State
Excavator		Gr-10A			38.37	24.80	63.17	59.56		59.56	38.37	24.80	63.17	Fed
Loader		Gr-10			38.61	24.80	63.41	59.37		59.37	38.61	24.80	63.41	Fed
Truck Driver					29.45	26.72	56.17	28.51		28.51	29.45	26.72	56.17	Fed
Notes:														

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

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

**CONTRACTOR SIGNATURE & DATE:**

 5/22/19

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

V & C CONSTRUCTION, INC.  
NAME OF CORPORATION

ENTITY NUMBER  
CS443-1981

FOR THE FILING PERIOD OF DEC, 2018 TO DEC, 2019



USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***

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

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$500.00/\$200.00 for Professional Corporations filed pursuant to NRS Chapter 89. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20180534107-81</b> Filing Date and Time <b>12/12/2018 2:35 PM</b> Entity Number <b>C8443-1981</b>
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(This document was filed electronically.)  
**ABOVE SPACE IS FOR OFFICE USE ONLY**

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

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

NAME RAYMOND W VAN WINKLE SR	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS P.O. BOX 1269	CITY STATE ZIP CODE MINDEN NV 89423

NAME KEARSTIN HUDDLESON	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 2712 KALEB CT.	CITY STATE ZIP CODE MINDEN NV 89423

NAME KEARSTIN HUDDLESON	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 2712 KALEB CT	CITY STATE ZIP CODE MINDEN NV 89423

NAME KEARSTIN HUDDLESON	TITLE(S) DIRECTOR
ADDRESS 2712 KALEB CT.	CITY STATE ZIP CODE MINDEN NV 89423

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

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

**X** KEARSTIN HUDDLESON  
**Signature of Officer or Other Authorized Signature**

Title: SECRETARY Date: 12/12/2018 2:35:00 PM



**(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS AND DIRECTORS OF:**

V & C CONSTRUCTION, INC.

ENTITY NUMBER

C8443-1981

NAME MARTIN LOUCH		TITLE(S) DIRECTOR	
ADDRESS P.O. BOX 1601	CITY MINDEN	STATE NV	ZIP CODE 89423
NAME RAYMOND W VAN WINKLE SR		TITLE(S) DIRECTOR	
ADDRESS P.O. BOX 1269	CITY MINDEN	STATE NV	ZIP CODE 89423
NAME		TITLE(S)	
ADDRESS	CITY	STATE	ZIP CODE
NAME		TITLE(S)	
ADDRESS	CITY	STATE	ZIP CODE
NAME		TITLE(S)	
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ADDRESS	CITY	STATE	ZIP CODE

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## CARSON CITY, NEVADA

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CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

### CDBG College Parkway ADA Improvements Project #1819-237

July 30, 2019

CERTIFIED MAIL #70103090000202963707  
RETURN RECEIPT REQUESTED

John Kovacs, President  
NV NJ Construction Group, Inc.  
9788 Gillespie St. Suite #417  
Las Vegas, NV 89183  
[diamondjohna@yahoo.com](mailto:diamondjohna@yahoo.com)

Re: Carson City issuing this **Letter of Cancellation.**

Carson City is deeming NV NJ Construction as non-responsive and rejecting the bid. This is a time sensitive project, and the City can no longer wait for NV NJ Construction to provide the required documents.

Pursuant to NRS 338.1385(6), any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible; the quality of the services, supplies, materials, equipment or labor offered does not conform to the approved plans or specifications; or if the public interest would be served by such a rejection.

Since the City has received NV NJ Construction's bid, the City has had to request numerous documents and qualifications that are a required before the City can execute a contract with NV NJ Construction, as demonstrated by the following timeline:

Timeline of events for Contract 1819-237:

- Bid opening for 1819-237 CDBG College Parkway ADA Improvements Project was on May 22, 2019.
- On May 24, 2019, an email was send to NV NJ Construction stating the bid tabulation had been posted with the intent to award to NVNJ Construction Group. Included in the email was notice of the requirement that NV NJ Construction be registered thought SAM.gov, and a request that NV NJ Construction register with SAM.gov.
- On June 18, 2019, an email was sent to NV NJ Construction with the draft contract that was approved by the Carson City Regional Transportation Commission on June 12, 2019.
- On June 20, 2019 an email was sent as a reminder that NV NJ Construction's SAM.gov registration was still needed.
- On July 15, 2019 a Notice of Compliance was emailed to NV NJ Construction giving notice that:
  - The Auto Insurance Certificate for NV NJ Construction that was provided to Carson City was issued to the State of Nevada Department of

Transportation instead of Carson City, and Carson City needed and Auto Insurance Certificate issued to Carson City. This deficiency was later corrected.

- Carson City had yet to receive a copy of NV NJ Construction's Carson City Business License. This deficiency was later corrected.
- NV NJ Construction's SAM.gov registration had still not been completed.
- These items were all required before executing a contract, and the letter stated that NV NJ Construction Group had until July 24, 2019 to complete the needed items.
- NV NJ Construction's SAM.gov registration was submitted on July 19, 2019, but as of July 24, 2019, NV NJ Construction's SAM.gov registration was not complete. You notified the City on July 29, 2019, that your SAM.gov registration was complete.

As of the date of this letter, the City is still waiting on the following documents that are required by the bid documents before executing a contract:

- Wage Comparison Worksheet C-33
- Election of Scheduled Work Week C-34

Based on the above, the City is deeming NV NJ Construction as non-responsive and rejecting the bid under NRS 338.1385(6). The City will be recommending awarding Contract 1819-237 CDBG College Parkway ADA Improvements Project, to the #2 bidder, V & C Construction, Inc., at the Carson City Regional Transportation Commission meeting on August 14, 2019.

If you have any questions, please contact me.

Sincerely,

*Carol Akers*

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

**NVNJ CONSTRUCTION GROUP, INC.**

9788 GILESPIE STREET, SUITE 417

LAS VEGAS, NV 89183

(732) 262-7449

Email: mdai@diamond-const.com

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August 6, 2019

Carson City  
Purchasing & Contracts  
201 North Carson Street, Suite #2  
Carson City, NV 89701

Attention: Ms. Carol Akers, Purchasing / Contracts Administrator

Re: Contract No. 1819-237  
CDBG College Parkway ADA Improvements Project

Dear Ms. Akers:

I am in receipt of your letter dated 7/30/19 regarding NVNJ Construction Group Incorporated's (hereinafter NVNJ) bid as non-responsive and offer the following reply:

- 1) NVNJ is of the position that a contractual relationship exists between itself, the Carson City RTC and the City of Carson City as of June 12, 2019 pursuant to the counter parts clause in Item 31 of the Agreement and the contracts acceptance and execution section on page C-18 of the Agreement. I refer your attention to these parts of the Agreement as reference.
- 2) Item 1 on page C-1 of the Agreement further stipulates that the contract becomes effective after approval by the Carson City RTC (see page C-18 for approval)
- 3) Any action by the City to proceed in the manner described by your letter will be construed as a 'breach' of the Agreement.
- 4) As such, and in accordance with Item 28 of the Agreement, this letter shall also serve as notice of our intention to enter into Alternative Dispute Resolution (ADR) with the City of Carson City to resolve the within contractual dispute while the construction is 'stayed' until the matter has been resolved.
- 5) Furthermore, this letter shall also serve notice of our intention to file an Order to Show Cause with temporary restraints as a judicial action if both the City and RTC proceed unilaterally in the manner described in your letter which will also be construed as a waiver to the remedies contained within the regulatory scheme of the Agreement regarding ADR.

To that end, as all of the required documents have been submitted and NVNJ's SAM registration has been completed and approved as of July 29, 2019; it would be productive and most effective to proceed with the contract as is.

A pre-construction meeting was already held on Tuesday, July 18, 2019 and construction can begin immediately. NVNJ knows of no other reason why the construction project contained within the Agreement cannot proceed as scheduled.

**NVNJ CONSTRUCTION GROUP, INC.**

9788 GILESPIE STREET, SUITE 417

LAS VEGAS, NV 89183

(732) 262-7449

Email: mdai@diamond-const.com

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However, it was disclosed at the pre-construction meeting that the City and County have processing 'issues' on their end that would delay the project commencement until September 15, 2019. This is a matter that needs to be resolved between the City and County and should not have negative ramifications for NVNJ. Using the foregoing as an excuse to 're-award' the project to a company that has a 'Washoe' County address in lieu of a 'Clark' County one is a continuing 'act of bad faith'.

Please guide yourselves accordingly,

I remain,



John A. Kovacs, President  
NVNJ Construction Group, Inc.

JAK/msd

Encl.

cc: Ken R. Ashworth & Associates  
Chairperson Brad Bonkowski  
Vice Chairperson Mark Kimbrough  
Commissioner Lori Bagwell  
Commissioner Chas Macquarie  
Commissioner Greg Stedfield  
Chief Deputy Clerk Kathleen King



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## CARSON CITY, NEVADA

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CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

### CDBG College Parkway ADA Improvements Project #1819-237

July 30, 2019

CERTIFIED MAIL #70103090000202963707  
RETURN RECEIPT REQUESTED

John Kovacs, President  
NV NJ Construction Group, Inc.  
9788 Gilespe St. Suite #417  
Las Vegas, NV 89183  
[diamondjohna@yahoo.com](mailto:diamondjohna@yahoo.com)

Re: Carson City issuing this Letter of Cancellation.

Carson City is deeming NV NJ Construction as non-responsive and rejecting the bid. This is a time sensitive project, and the City can no longer wait for NV NJ Construction to provide the required documents.

Pursuant to NRS 338.1385(6), any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible; the quality of the services, supplies, materials, equipment or labor offered does not conform to the approved plans or specifications; or if the public interest would be served by such a rejection.

Since the City has received NV NJ Construction's bid, the City has had to request numerous documents and qualifications that are a required before the City can execute a contract with NV NJ Construction, as demonstrated by the following timeline:

Timeline of events for Contract 1819-237:

- Bid opening for 1819-237 CDBG College Parkway ADA Improvements Project was on May 22, 2019.
- On May 24, 2019, an email was send to NV NJ Construction stating the bid tabulation had been posted with the intent to award to NVNJ Construction Group. Included in the email was notice of the requirement that NV NJ Construction be registered thought SAM.gov, and a request that NV NJ Construction register with SAM.gov.
- On June 18, 2019, an email was sent to NV NJ Construction with the draft contract that was approved by the Carson City Regional Transportation Commission on June 12, 2019.
- On June 20, 2019 an email was sent as a reminder that NV NJ Construction's SAM.gov registration was still needed.
- On July 15, 2019 a Notice of Compliance was emailed to NV NJ Construction giving notice that:
  - The Auto Insurance Certificate for NV NJ Construction that was provided to Carson City was issued to the State of Nevada Department of

Transportation instead of Carson City, and Carson City needed and Auto Insurance Certificate issued to Carson City. This deficiency was later corrected.

- o Carson City had yet to receive a copy of NV NJ Construction's Carson City Business License. This deficiency was later corrected.
- o NV NJ Construction's SAM.gov registration had still not been completed.
- o These items were all required before executing a contract, and the letter stated that NV NJ Construction Group had until July 24, 2019 to complete the needed items.
- NV NJ Construction's SAM.gov registration was submitted on July 19, 2019, but as of July 24, 2019, NV NJ Construction's SAM.gov registration was not complete. You notified the City on July 29, 2019, that your SAM.gov registration was complete.

As of the date of this letter, the City is still waiting on the following documents that are required by the bid documents before executing a contract:

- Wage Comparison Worksheet C-33
- Election of Scheduled Work Week C-34

Based on the above, the City is deeming NV NJ Construction as non-responsive and rejecting the bid under NRS 338.1385(6). The City will be recommending awarding Contract 1819-237 CDBG College Parkway ADA Improvements Project, to the #2 bidder, V & C Construction, Inc., at the Carson City Regional Transportation Commission meeting on August 14, 2019.

If you have any questions, please contact me.

Sincerely,

*Carol Akers*

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

THIS CONTRACT made and entered into this 12<sup>th</sup> day of June, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and NV NJ Construction Group Inc., hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 1819-237, titled CDBG College Parkway ADA Improvements Project (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

### 1. REQUIRED APPROVAL:

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

### 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.1819-237 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

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

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

John Kovacs, President  
NV NJ Construction Group, Inc.  
9788 Gillespie St. Suite #417  
Las Vegas, NV 89183  
732-262-7449 / FAX 732-262-7795  
[diamondjohna@yahoo.com](mailto:diamondjohna@yahoo.com)

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Two Thousand Five Hundred Ninety Dollars and 00/100 (\$202,590.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

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

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

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

6.3.2.7 CITY may terminate this Contract if CONTRACTOR:

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

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

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

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

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

6.3.2.7.6 CONTRACTOR fails to maintain safe working conditions.

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

## 6.7 Notice of Termination:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

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

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

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

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

## 8. FAIR EMPLOYMENT PRACTICES:

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

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

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

8.2 If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## 9. PREFERENTIAL EMPLOYMENT:

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

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

## 14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subsection 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**.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

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

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

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

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

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

## 15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 CONTRACTOR shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 CONTRACTOR may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that CONTRACTOR is a sole proprietor; that CONTRACTOR will not use the services of any employees in the performance of this Contract; that CONTRACTOR has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 CONTRACTOR waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

drawings, specifications, and other documents for information and reference in connection with this Contract.

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

## 22. PUBLIC RECORDS:

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

## 23. CONFIDENTIALITY:

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

## 24. FEDERAL FUNDING:

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1819-237

Title: CDBG College Parkway ADA Improvements Project

influencing or attempting to lobby or influence for any purpose the following:

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

## 26. GENERAL WARRANTY:

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

## 27. PROPER AUTHORITY:

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

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

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

## 29. GOVERNING LAW / JURISDICTION:

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

## 30. ENTIRE CONTRACT AND MODIFICATION:

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

## 31. ACKNOWLEDGMENT AND EXECUTION:

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Chief Financial Officer  
Attn: Carol Akers  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7124  
Fax: 775-887-2286  
CAkers@carson.org

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

BY: Carol Akers  
Purchasing & Contracts Administrator

Contract# 1819-237  
Project# 031807  
Account # 275-0620-465.70-40

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 12, 2019, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-237** and titled **CDBG College Parkway ADA Improvements Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

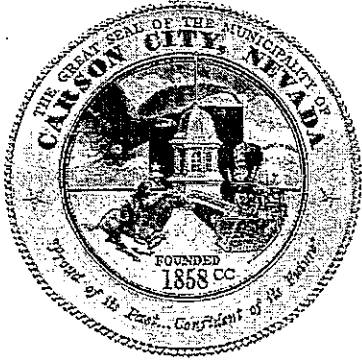
BRAD BONKOWSKI, CHAIRPERSON

DATED this 12<sup>th</sup> day of June, 2019

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 12<sup>th</sup> day of June, 2019



**CARSON CITY, NEVADA**  
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

CDBG College Parkway ADA Improvements Project  
#1819-237

July 15, 2019

John Kovacs, President  
NV NJ Construction Group, Inc.  
9788 Gilespe St. Suite #417  
Las Vegas, NV 89183  
[diamondjohna@yahoo.com](mailto:diamondjohna@yahoo.com)

Carson City's Purchasing and Contracts Department received your contract documents via FedEx July 11, 2019.

The following items are required before the City can execute and proceed with the contract:

- Correct Auto Insurance Certificate. The certificate provided listed JAK Construction DBA Diamond Construction as the Insured and it is issued to State of Nevada Department of Transportation, instead of Carson City.
- This is a Community Development Block Grant (CDBG) Federally Funded project and as stated on page C39 of the bid documents, the email dated May 24, 2019 and the email dated June 20, 2019, all contractors need to have a DUNS number and be registered in the US Government System for Award Management (SAM.gov). This verification is still needed. Carson City cannot execute the contract or process any payments for this project without verification of registration.
- Lastly, Please provide a copy of your Carson City Business License as stated in Section 16 (Page: C-13) of the Construction Independent Contractor Agreement.

Please provide the necessary request items by **July 24, 2019** or the City may need to exercise the right to cancel proceeding with the contract.

If you have any questions, please contact me.

Sincerely,

*Carol Akers*

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

## 1819-237 Draft Contract

From: Carol Akers (CAkers@carson.org)  
To: diamondjohna@yahoo.com; johndiamondconstruction@yahoo.com  
Cc: JAFreeman@carson.org; BElder@carson.org  
Date: Tuesday, June 18, 2019, 03:04 PM EDT

Good Afternoon,

Attached please find draft contract 1819-237, which was approved by the Carson City-Regional Transportation Commission on June 12, 2019.

The contract is for the base bid price and all 3 alternate bid items for a total contract amount of \$202,590.00

Please sign and notarize page C-17 and forward to me at your earliest convenience. In addition, please forward me your insurance certificates for General Liability, Auto, and Workers Comp. and also the Performance Bond and the Labor and Material Payment Bond.

Once I have all signatures and certificates, I will execute the contract.

Thank you,

Carol Akers

Purchasing & Contracts Administrator

Carson City

201 N. Carson St., Suite #2

(775) 283-7362

CAkers@carson.org



1819-237 Draft Contract.pdf  
15.1MB

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1819-237**

**Title: CDBG College Parkway ADA Improvements Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 12, 2019, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-237** and titled **CDBG College Parkway ADA Improvements Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 12<sup>th</sup> day of June, 2019

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

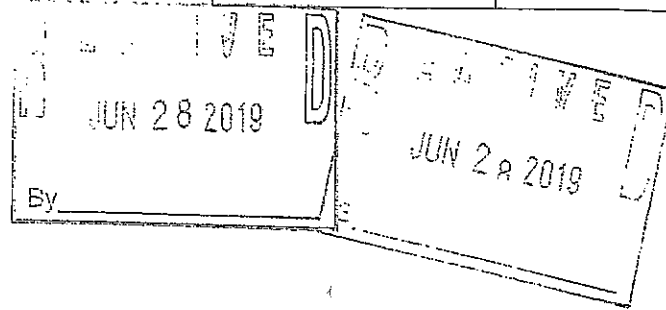
DATED this 12<sup>th</sup> day of June, 2019

**Tale Group Inc**

Box 6  
 Durham Park, NJ 07932  
 Phone: (973) 377-7000  
 Fax: (973) 377-4614

<b>Invoice # 8505</b>	Page 1 of 1
Account Number	Date
NVNJCO@-01	6/27/2019
BALANCE DUE ON	
6/27/2019	
AMOUNT PAID	Amount Due
	\$5,056.00

NV NJ Construction Group Incorporated  
 NVNJ Construction Group Incorporated  
 270 Drum Point Road  
 Box 9  
 Brick, NJ 08723



Policy Number: 10097447	Effective: 6/26/2019 to 6/25/2020
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Trans #	Trans Eff Date	Due Date	Trans	Description	Amount
27887	6/26/2019	6/27/2019	NEWB	City of Carson City	\$5,056.00
<b>Total Invoice Balance:</b>					<b>\$5,056.00</b>

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## STAFF REPORT

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

**Meeting Date:** August 14, 2019

**Staff Contact:** Dan Stucky, City Engineer (dstucky@carson.org)

**Agenda Title: For Possible Action** – Discussion and possible action regarding recommending to the Board of Supervisors acceptance of the 90% design of the South Carson Complete Streets Project.

**Staff Summary:** The Carson City project manager and design team will present the 90% design for the South Carson Complete Streets Project.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 30 minutes

### **Proposed Motion**

I move to recommend to the Board of Supervisors acceptance of the 90% design of the South Carson Complete Streets Project.

### **Previous Action**

June 14, 2017 – The RTC approved the South Carson Street Conceptual Complete Streets Study

November 14, 2018 – The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project

March 13, 2019 – The RTC recommended acceptance of the 60% design for the South Carson Complete Streets Project

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

On June 14, 2017, the RTC approved the South Carson Street Conceptual Complete Streets Study. The study incorporated extensive public outreach and industry best practices to develop conceptual designs. The recommended design in the study has documented support from the businesses and property owners along the corridor as well as bicycle and pedestrian advocates.

In the spring of 2018, Carson City was awarded a Transportation Investment Generating Economic Recovery (TIGER) grant for \$7.6 million. The highly competitive TIGER grant was awarded by the United States Department of Transportation, which described the project as an important investment in Carson City's infrastructure with a focus to improve pedestrian safety and mobility in the area, and enhance commercial and business access.

Carson City staff contracted with Traffic Works, an independent traffic engineering firm, to conduct an Intersection Alternatives Evaluation in June 2018. The evaluation was designed to be an objective assessment of intersection control alternatives for South Carson Street through the entire project corridor, with particular emphasis on the Sonoma Street and Stewart Street Intersections with South Carson Street. The primary purposes of the evaluation were to:

- Determine if a roundabout is significantly advantageous at the intersection of Sonoma Street and South Carson Street, or not;
- Review prior studies and provide input on the appropriateness of locations considered for roundabouts;
- Identify the best options for traffic management, business access, and future intersection improvements.

The evaluation concluded that the South Carson Street at Stewart Street intersection is the most reasonable for a roundabout at the current time, considering existing right-of-way, capacity to support a future connection to S. Curry Street, placement relative to the coordinated signal system, and that this intersection may serve as a gateway feature to the revitalized downtown area.

Carson City staff conducted a field tour during the weeks of October 15 and October 22, 2018 to visit the businesses along the project corridor. Staff provided an overview of the project and project schedule, gathered feedback, and discussed various communication tools for the public to stay connected during the design and construction process. A public meeting was also held on December 11, 2018 to present the project and gather feedback from the community.

At the November 14, 2018 RTC meeting, the project design team presented an overview of the project, responded to questions, and gathered feedback from the RTC. The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project, which was later accepted by the Board of Supervisors on December 20, 2018. The Redevelopment Authority Citizens Committee (RACC) reviewed and commented on the 30% design at the December 3, 2018 meeting.

On April 12, 2019, a public workshop was also held to present the 60% design and discuss project specifics with the general public.

The project design team presented an overview of the project 60% design at the March 13, 2019 RTC meeting, responded to questions, and gathered feedback from the RTC. The RTC recommended acceptance of the 60% design for the South Carson Complete Streets Project, which was later accepted by the Board of Supervisors on May 16, 2019. The RACC reviewed and commented on the 60% design at the May 6, 2019 meeting

At the June 12, 2019 RTC meeting, staff provided an informational presentation and discussion on traffic impacts and expectations resulting from the South Carson Street Complete Streets Project.

The South Carson Complete Streets Project plans to convert the large South Carson Street corridor into more productive uses that facilitate comfortable, convenient, and safe travel for pedestrians and cyclists; improve access to abutting businesses; spur private investment in this important and vibrant commercial corridor; increase driver safety; and prepare Carson City for future Smart City advancements. The project limits are from the intersection of South Carson Street and 5th Street, south to the intersection of South Carson Street and I-580/US 50. The project includes pedestrian safety measures, ADA-compliant sidewalks and curb ramps, narrowed travel lanes, a buffered multi-use path, dedicated bicycle facilities, a roundabout, critical improvements to stormwater infrastructure, improved business access, public art, lighting fixtures, new signals, upgrades to the water and sewer systems, and fiber optic communications improvements that will



complete the City's core communications ring. Construction is anticipated to start near the end of 2019. Public Works staff will provide a presentation and be available to answer questions.

The following is a tentative schedule of remaining key milestones leading up to final design of the project:

- August of 2019 – RTC, BOS, and RACC meetings: Review and comment on “90%” project design.
- September/October 2019 – Complete project design

If you have any questions regarding the South Carson Complete Streets Project, you can contact Tom Grundy, Senior Project Manager, at [tgrundy@carson.org](mailto:tgrundy@carson.org)/283-7081 or Dan Stucky, City Engineer, at [dstucky@carson.org](mailto:dstucky@carson.org)/283-7084.

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

-N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Alternatives**

- Do not recommended acceptance and provide alternative direction to staff.

**Supporting Material**

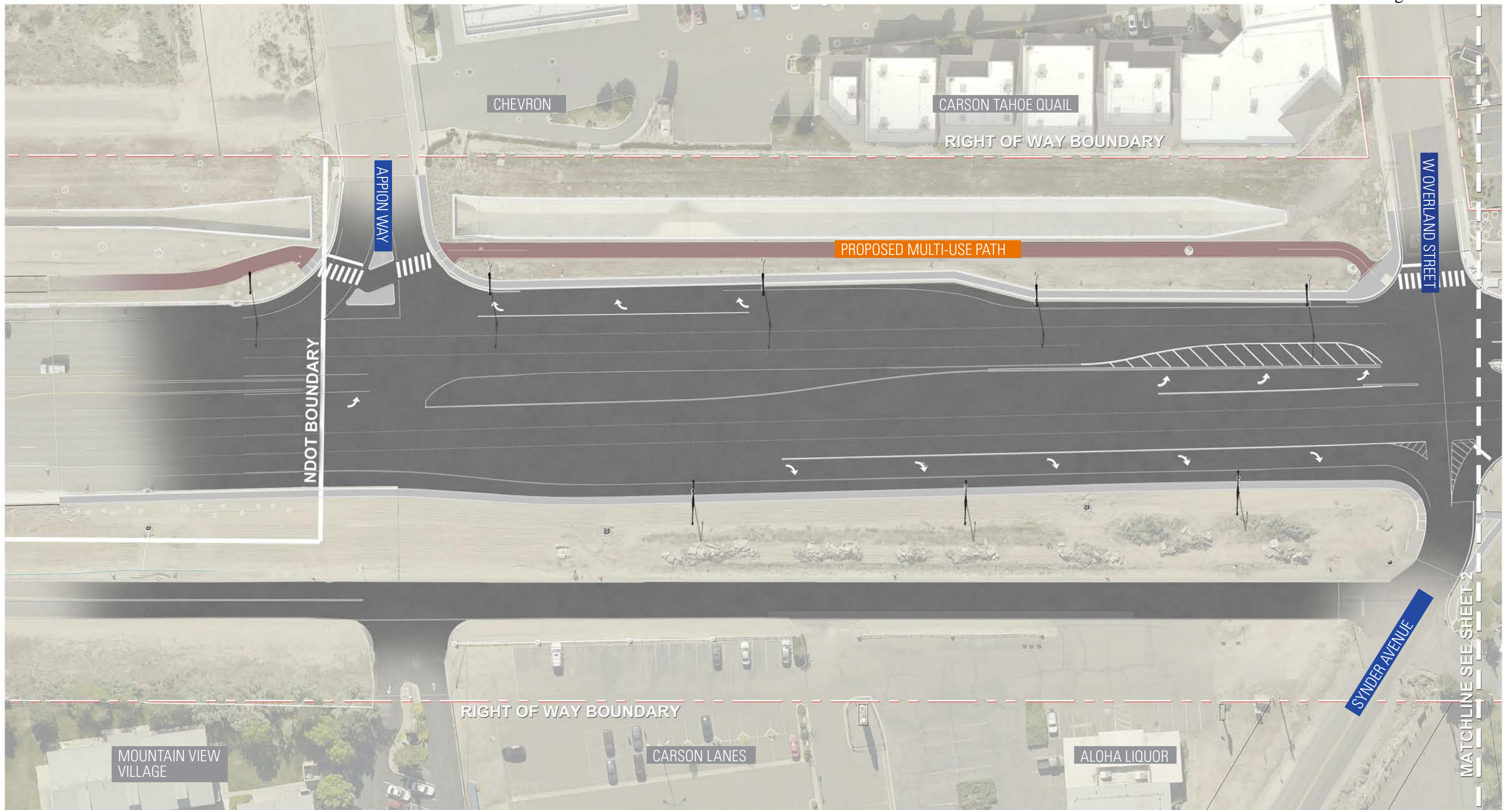
- Exhibit-1: 90% Design Exhibits
- Exhibit-2: 90% Design Plans (signing and striping)

**Board Action Taken:**

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

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

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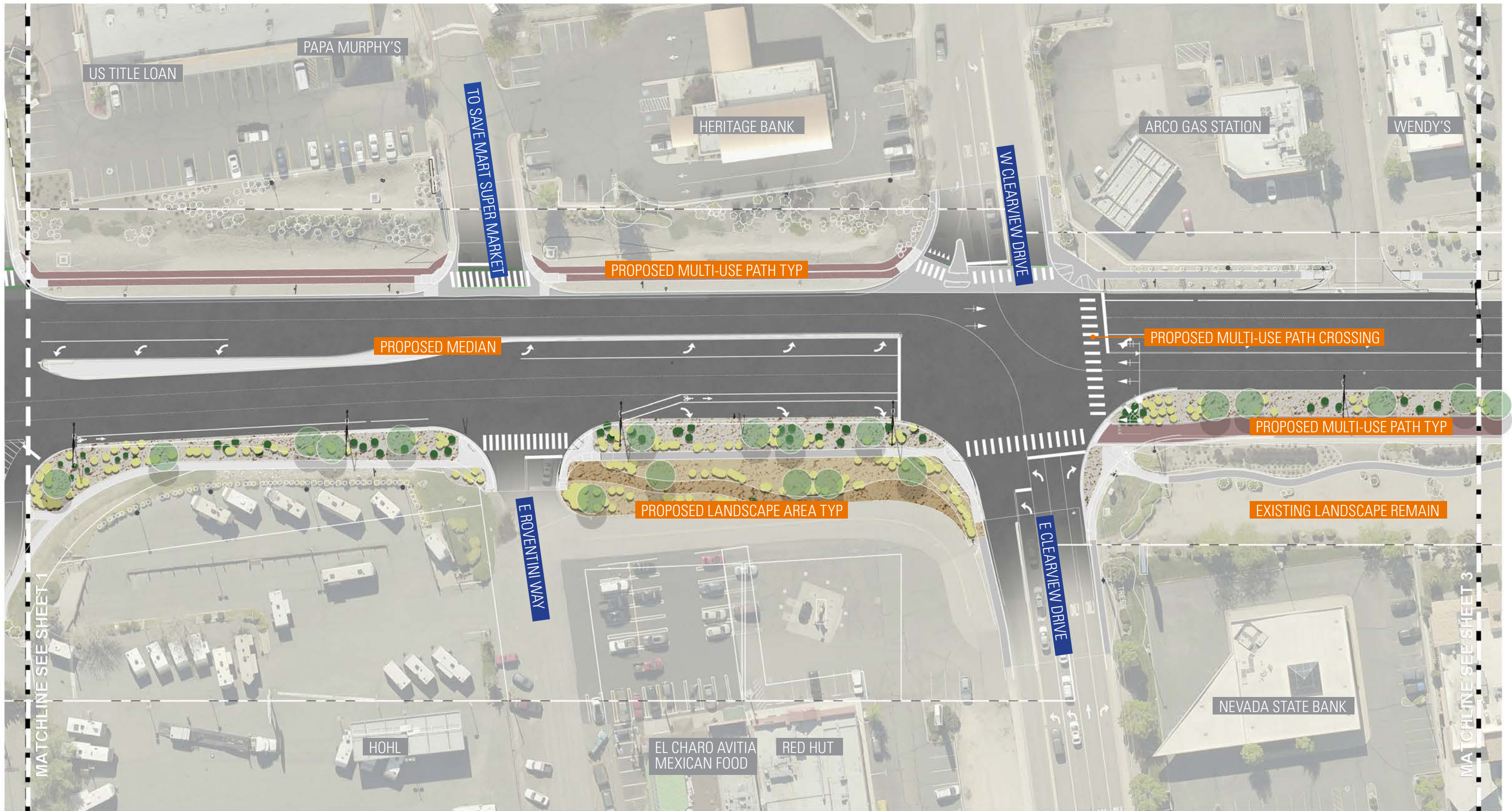


# SHEET 1 APPION TO SNYDER



**SOUTH CARSON STREET**  
 CARSON CITY, NV

**DESIGNWORKSHOP**  
 AUGUST 2019

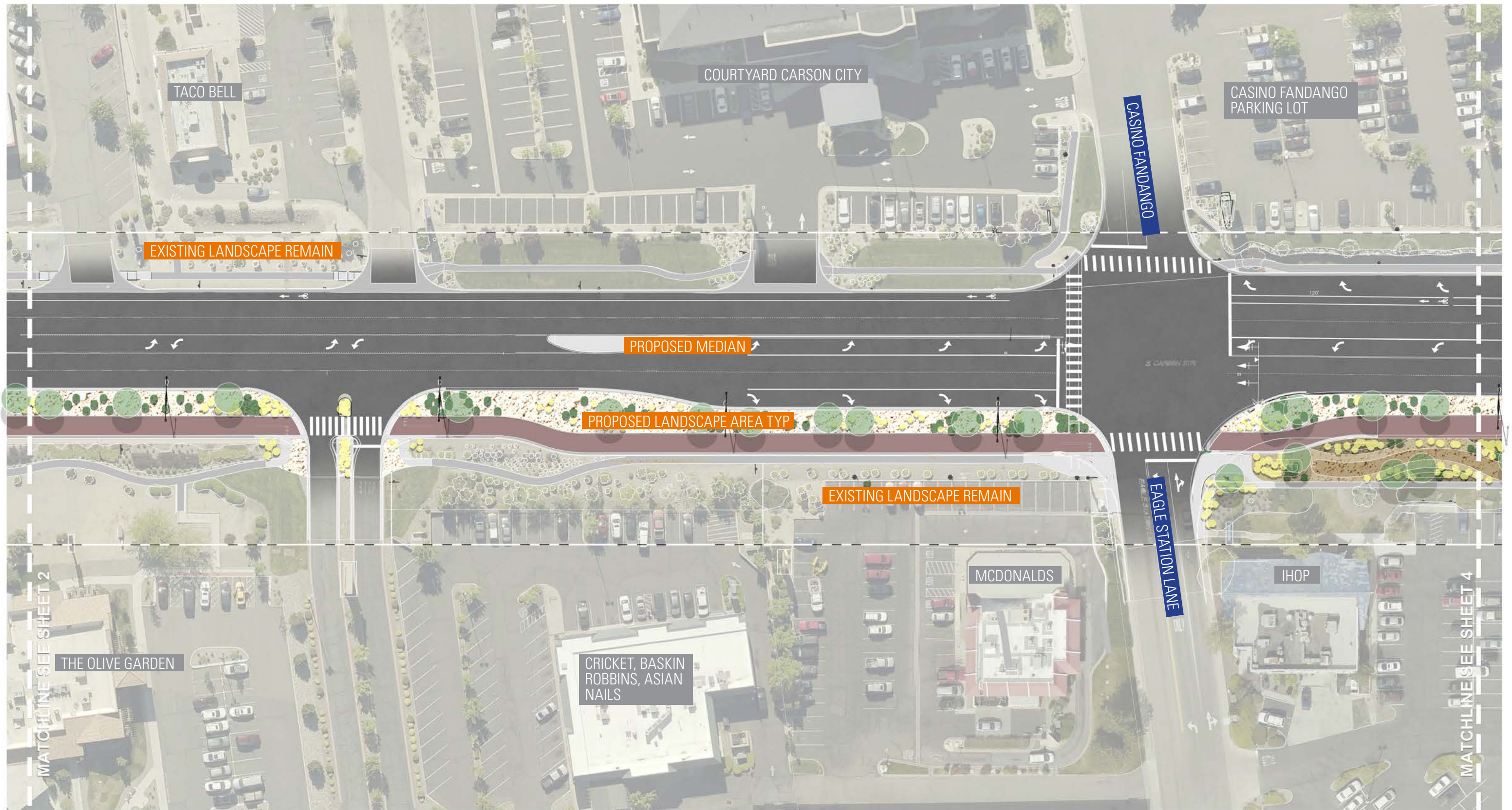


# SHEET 2 SNYDER TO CLEARVIEW DRIVE

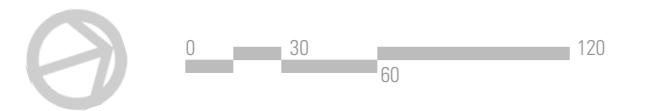


**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019



# SHEET 3 CLEARVIEW DRIVE TO CASINO FANDANGO

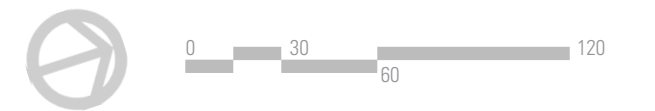


**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019

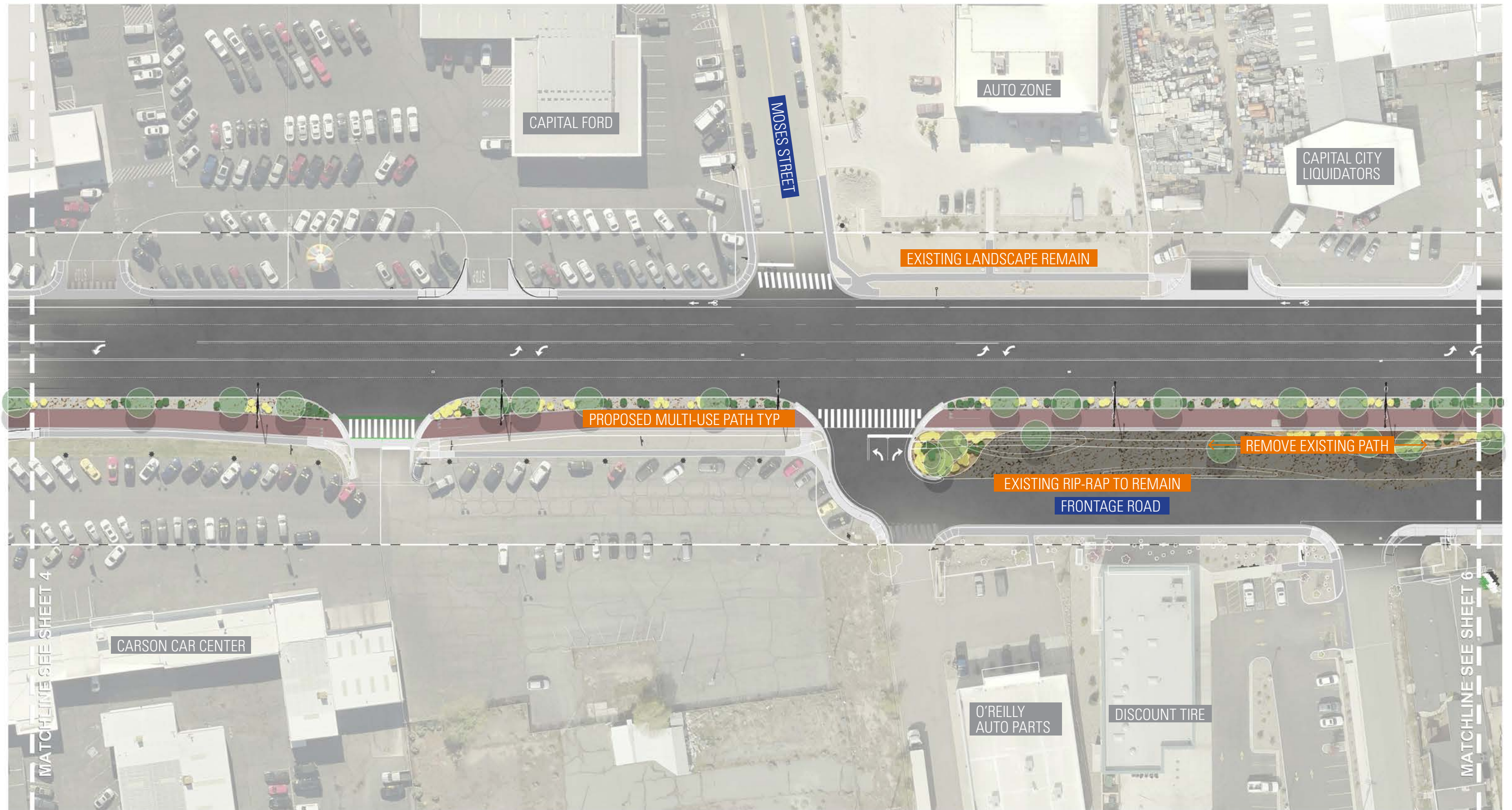


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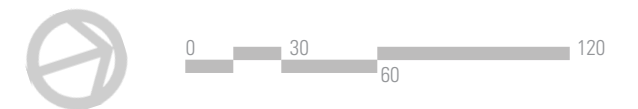


**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019

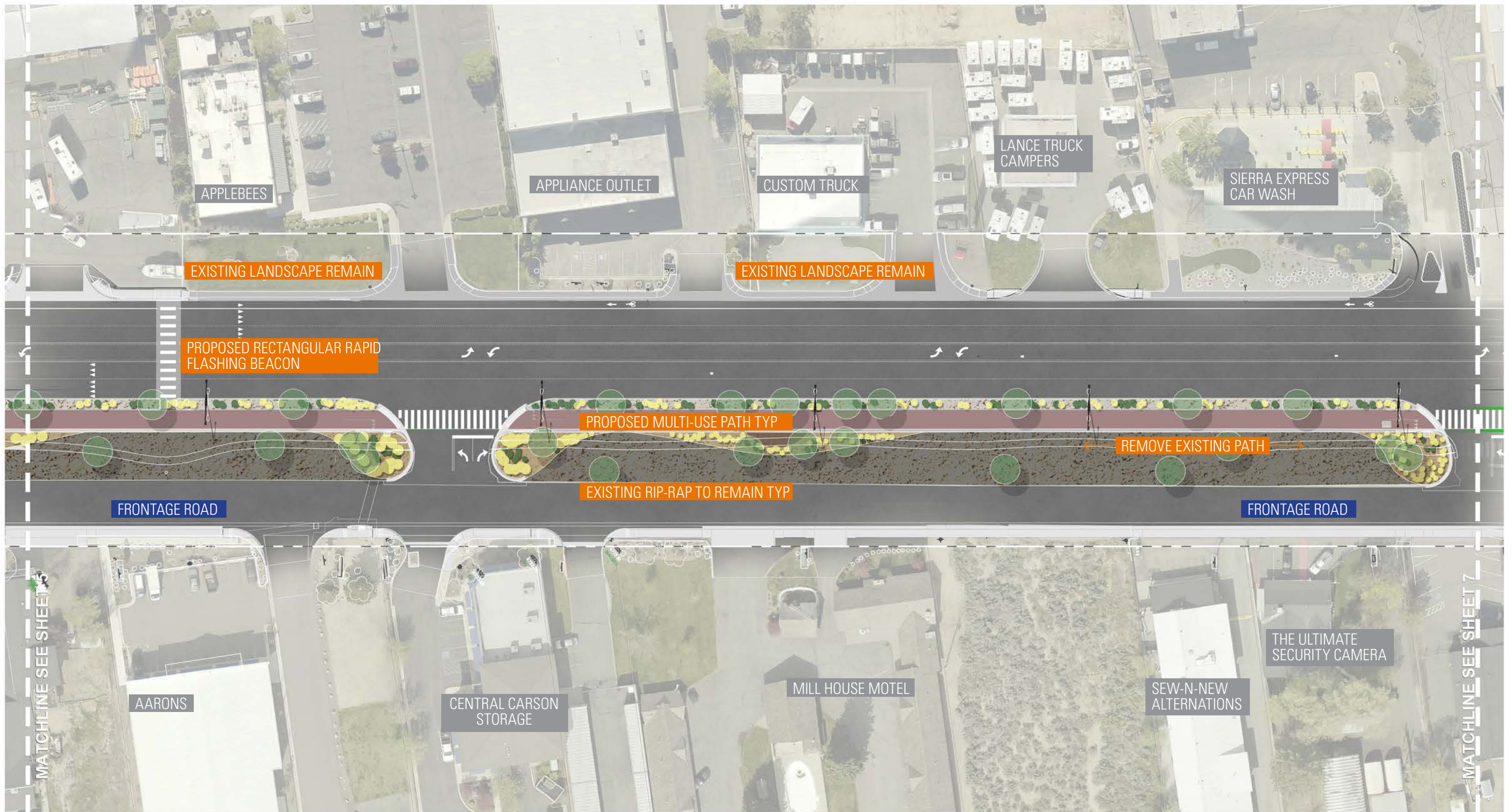


# SHEET 5 MOSES & FRONTAGE ROAD



**SOUTH CARSON STREET**  
 CARSON CITY, NV

**DESIGNWORKSHOP**  
 AUGUST 2019



# SHEET 6 FRONTAGE ROAD



**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019



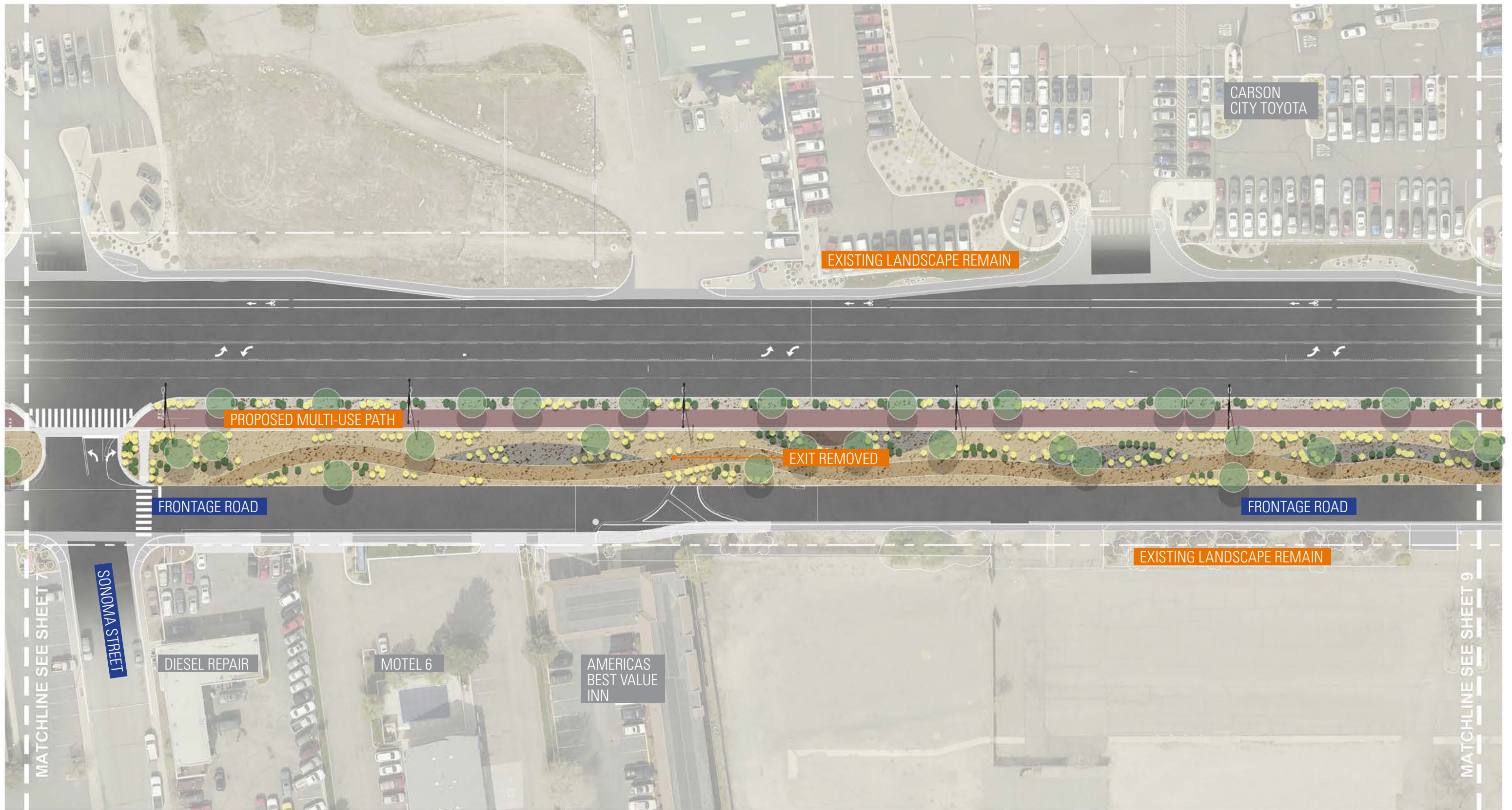


# SHEET 7 FRONTAGE ROAD

**SOUTH CARSON STREET**  
CARSON CITY, NV



**DESIGNWORKSHOP**  
AUGUST 2019



# SHEET 8 FRONTAGE ROAD

**SOUTH CARSON STREET**  
CARSON CITY, NV



**DESIGNWORKSHOP**  
AUGUST 2019

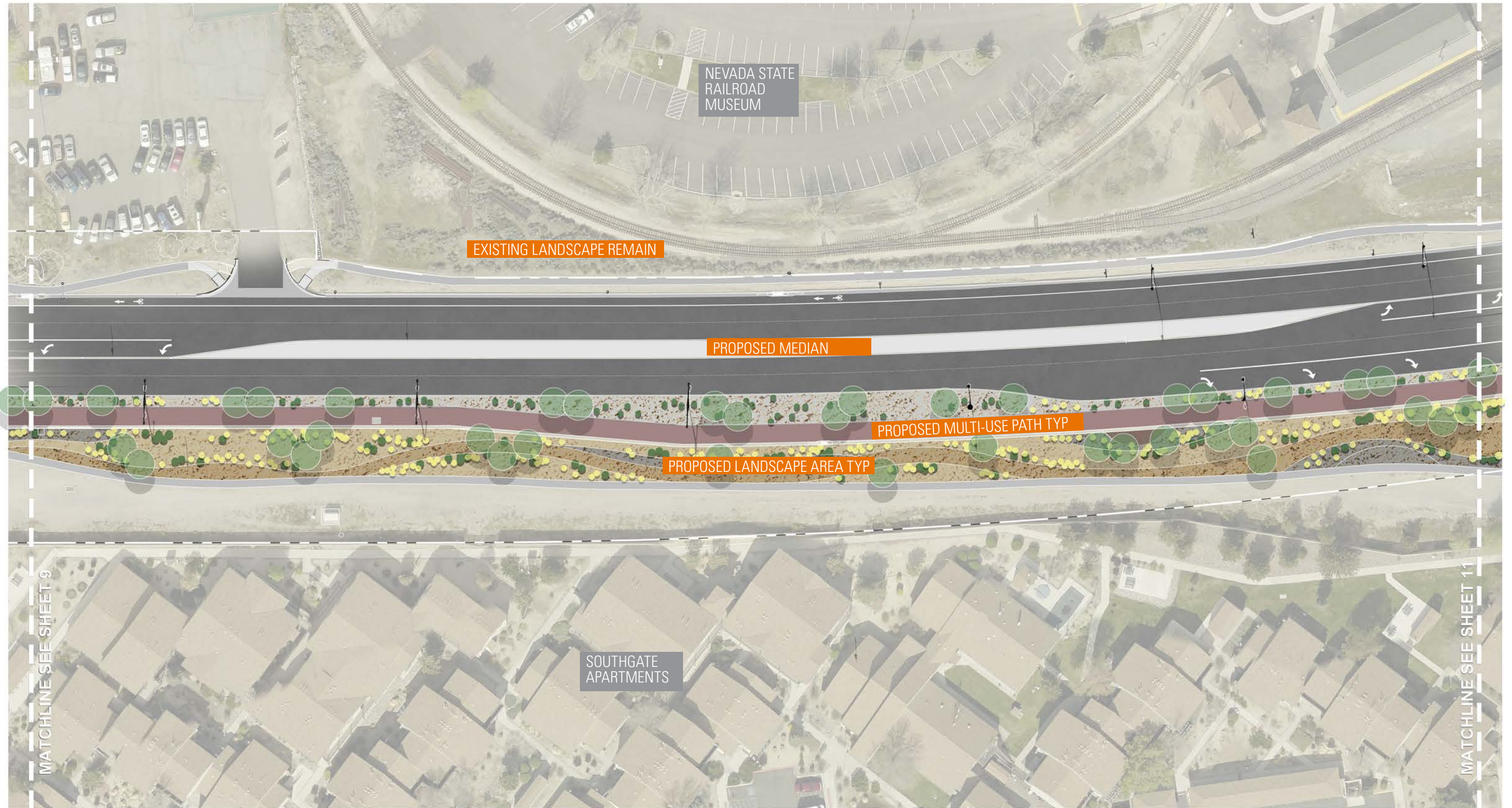


# SHEET 9 FRONTAGE ROAD TO COLORADO ST



**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019

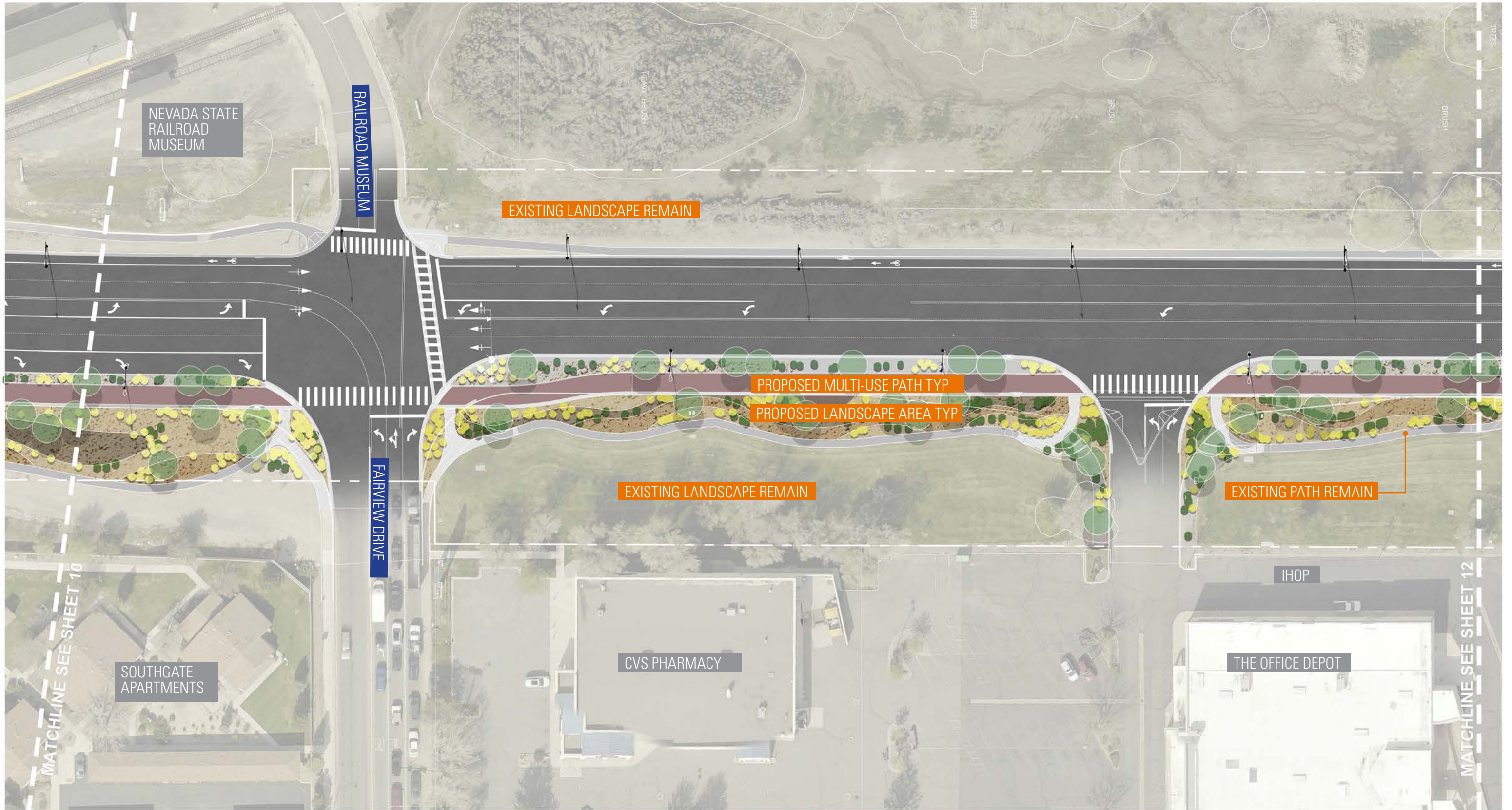


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**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019

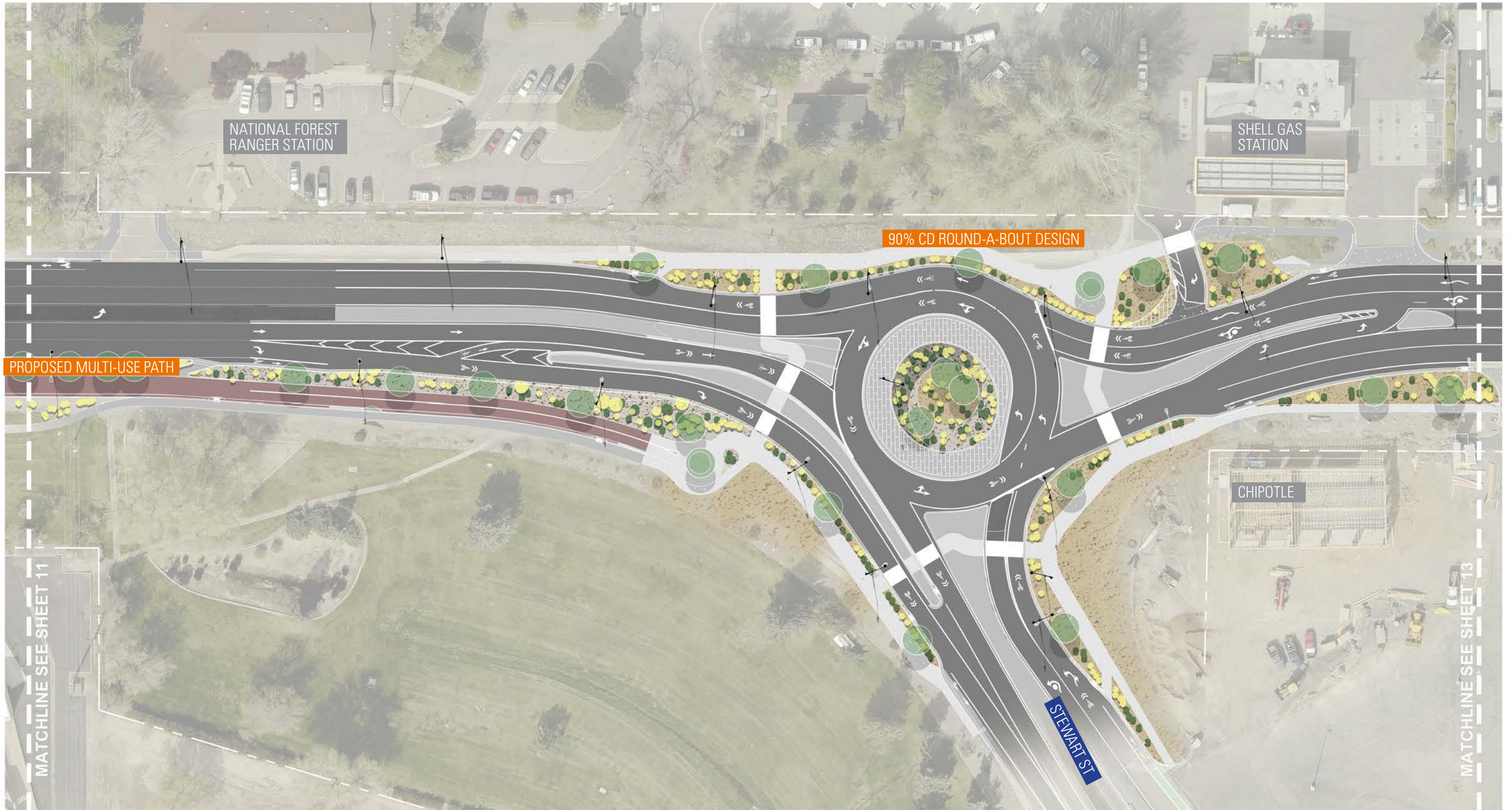


# SHEET 11 SOUTHGATE APT TO STEWART



**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019



# SHEET 12 STEWART ROUND-A-BOUT



**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019

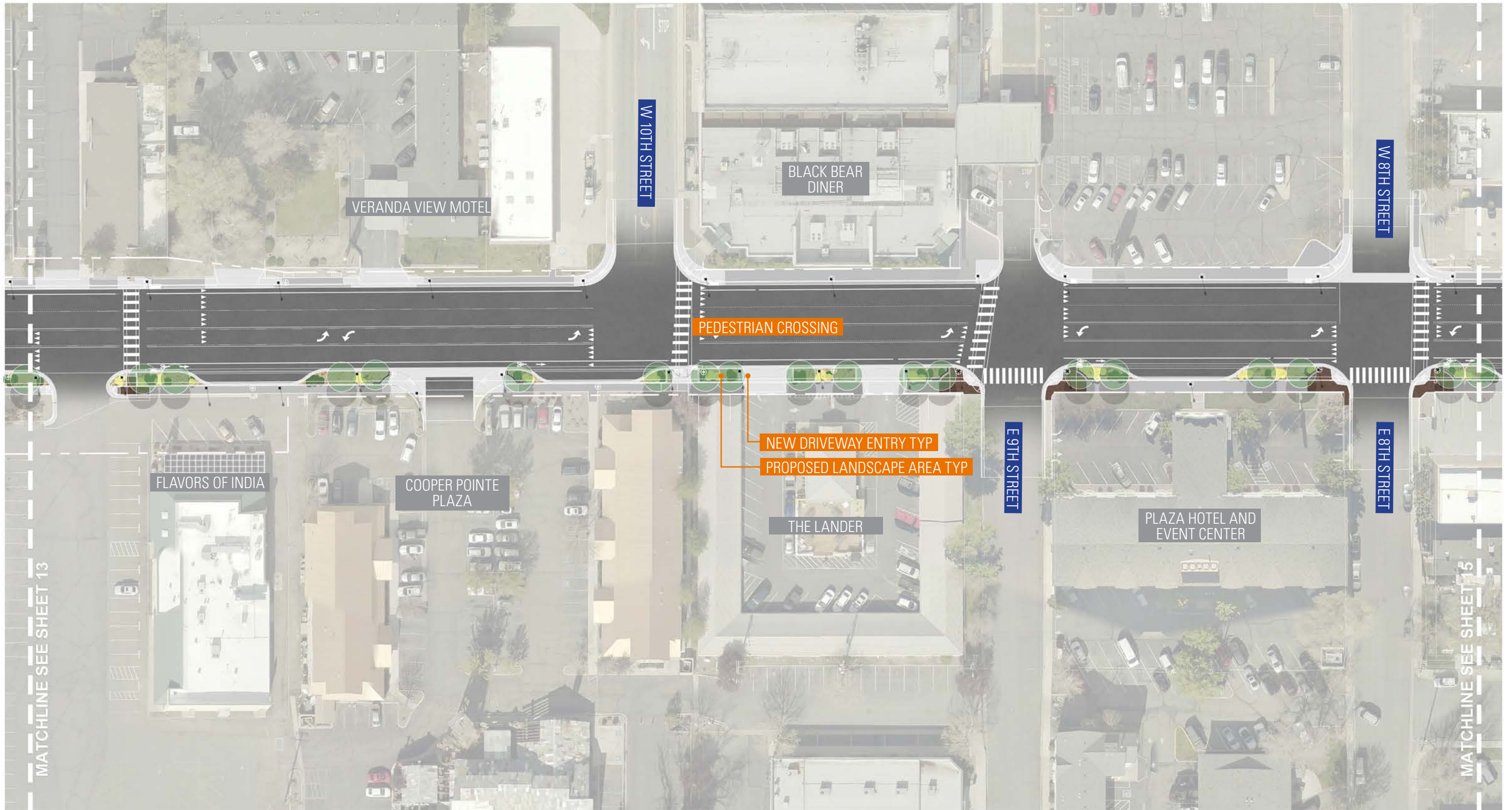


# SHEET 13 CARSON MALL

**SOUTH CARSON STREET**  
CARSON CITY, NV



**DESIGNWORKSHOP**  
AUGUST 2019



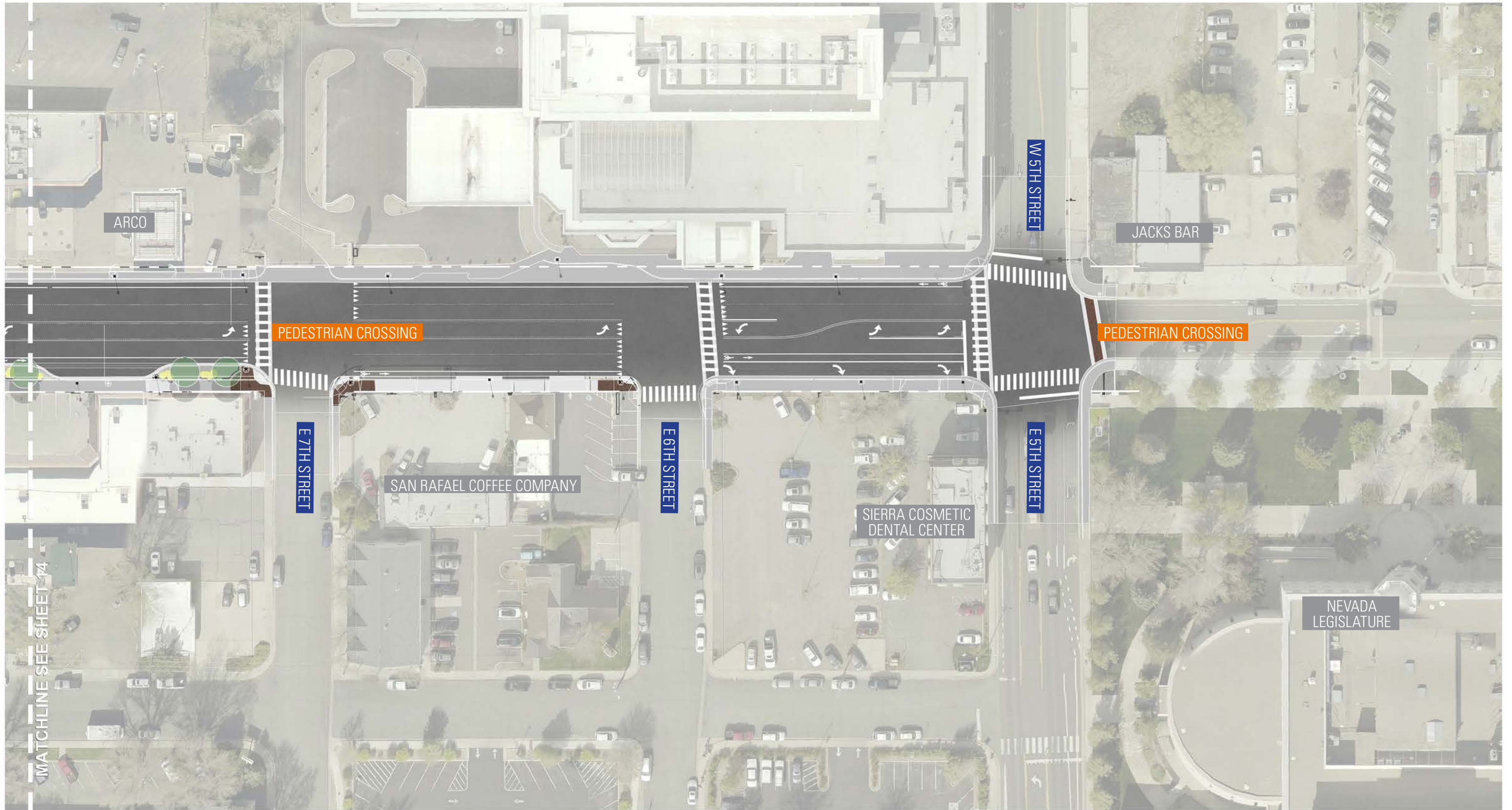
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**SOUTH CARSON STREET**  
CARSON CITY, NV

**DESIGNWORKSHOP**  
AUGUST 2019





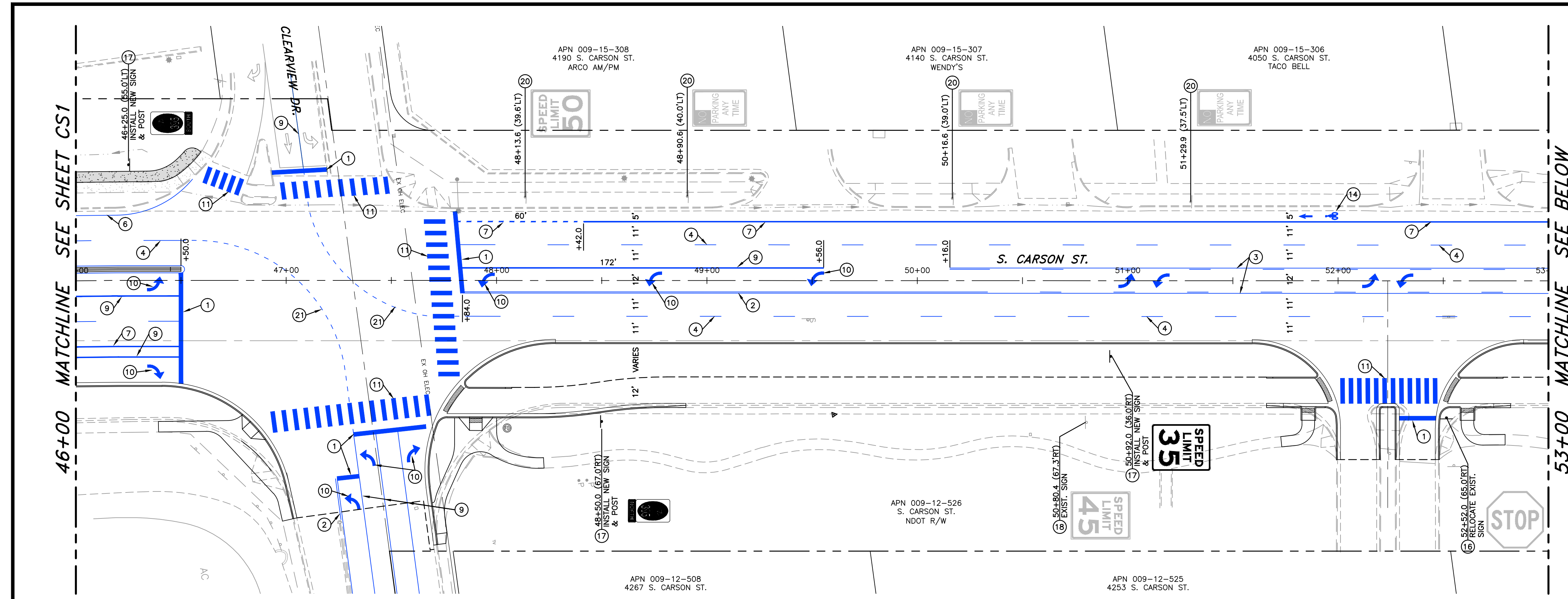
# SHEET 15 ARCO TO 5TH ST

**SOUTH CARSON STREET**  
CARSON CITY, NV

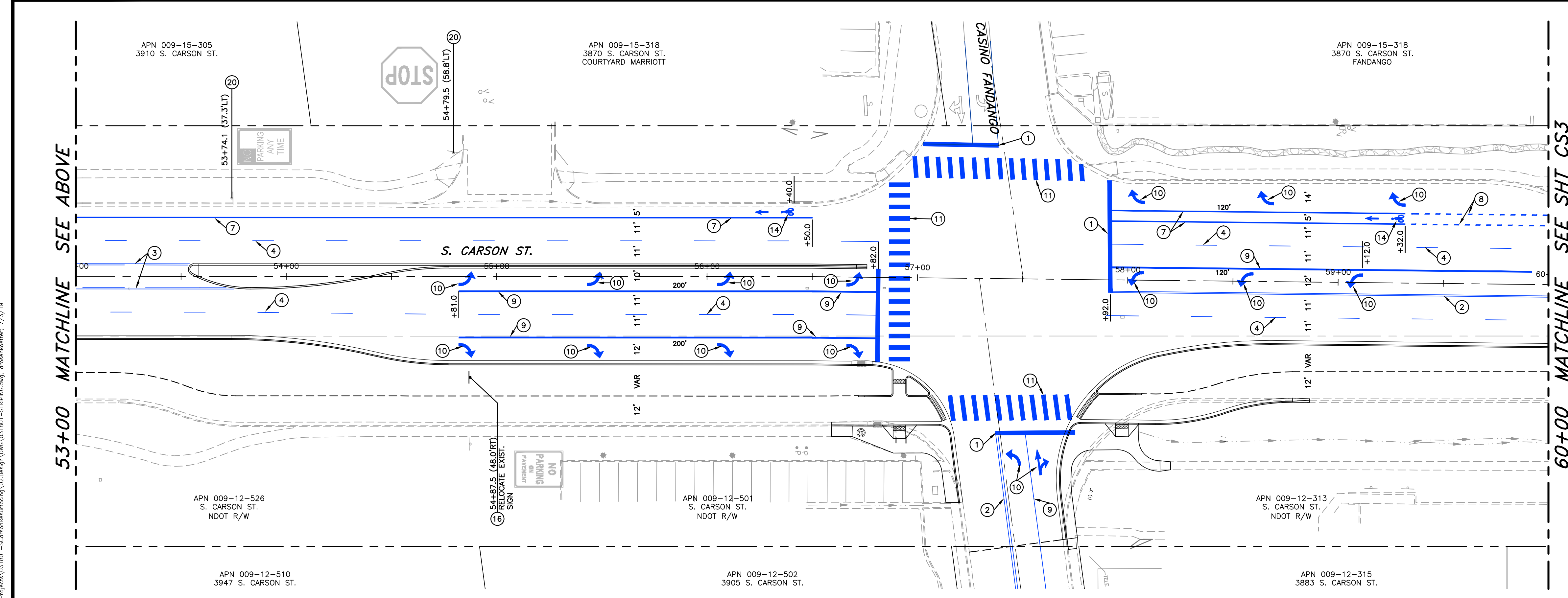
**DESIGNWORKSHOP**  
AUGUST 2019

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**PLAN - S. CARSON STREET**  
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**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

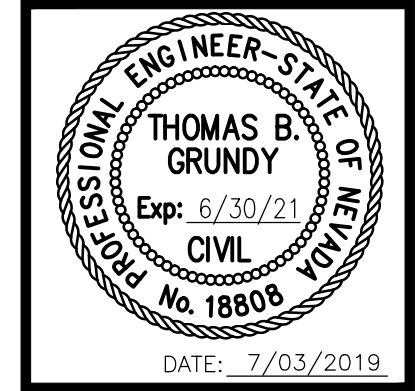
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- ② PAINT 4" WIDE SOLID DOUBLE YELLOW STRIPE
- ③ PAINT (1) 4" WIDE SOLID YELLOW AND (1) 4" WIDE YELLOW SKIP STRIPE, BI-DIRECTIONAL LEFT TURN LANE STRIPING
- ④ PAINT 4" WIDE WHITE SKIP STRIPE
- ⑤ PAINT 4" WIDE SOLID YELLOW LANE STRIPE
- ⑥ PAINT 4" WIDE SOLID WHITE LANE STRIPE
- ⑦ PAINT 6" WIDE SOLID WHITE BIKE LANE STRIPE
- ⑧ PAINT 6" WIDE BIKE LANE SKIP STRIPE
- ⑨ PAINT 8" WIDE SOLID WHITE LANE LINE
- ⑩ PAINT SOLID WHITE TURN ARROW
- ⑪ PAINT SOLID WHITE CROSSWALK STRIPING PER STD. DWG C-5.4.3
- ⑫ PAINT 24" SOLID GREEN SHARED USE CROSSWALK MARKING
- ⑬ PAINT SOLID WHITE YIELD LINE PER STD. DWG C-5.4.4.
- ⑭ PAINT SOLID WHITE BIKE LANE PAVEMENT LEGEND
- ⑮ PAINT CURB SOLID RED
- ⑯ RELOCATE EXISTING SIGN & POST PER STD. DWG C-5.4.2.
- ⑰ INSTALL NEW SIGN & POST PER STD. DWG C-5.4.2.
- ⑱ REMOVE EXISTING SIGN POST & ANCHOR
- ⑲ INSTALL SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB), SIGNS AND PUSH BUTTON ON 2 1/2" SIGN POST, PER DETAIL SHEET CS11.
- ⑳ PROTECT-IN-PLACE



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 CHECKED BY: TBG/DSA  
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 SCALE (VERT): 1" = 3'  
 PLOT DATE: 7/3/19

**CARSON CITY DEPARTMENT**  
**PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112



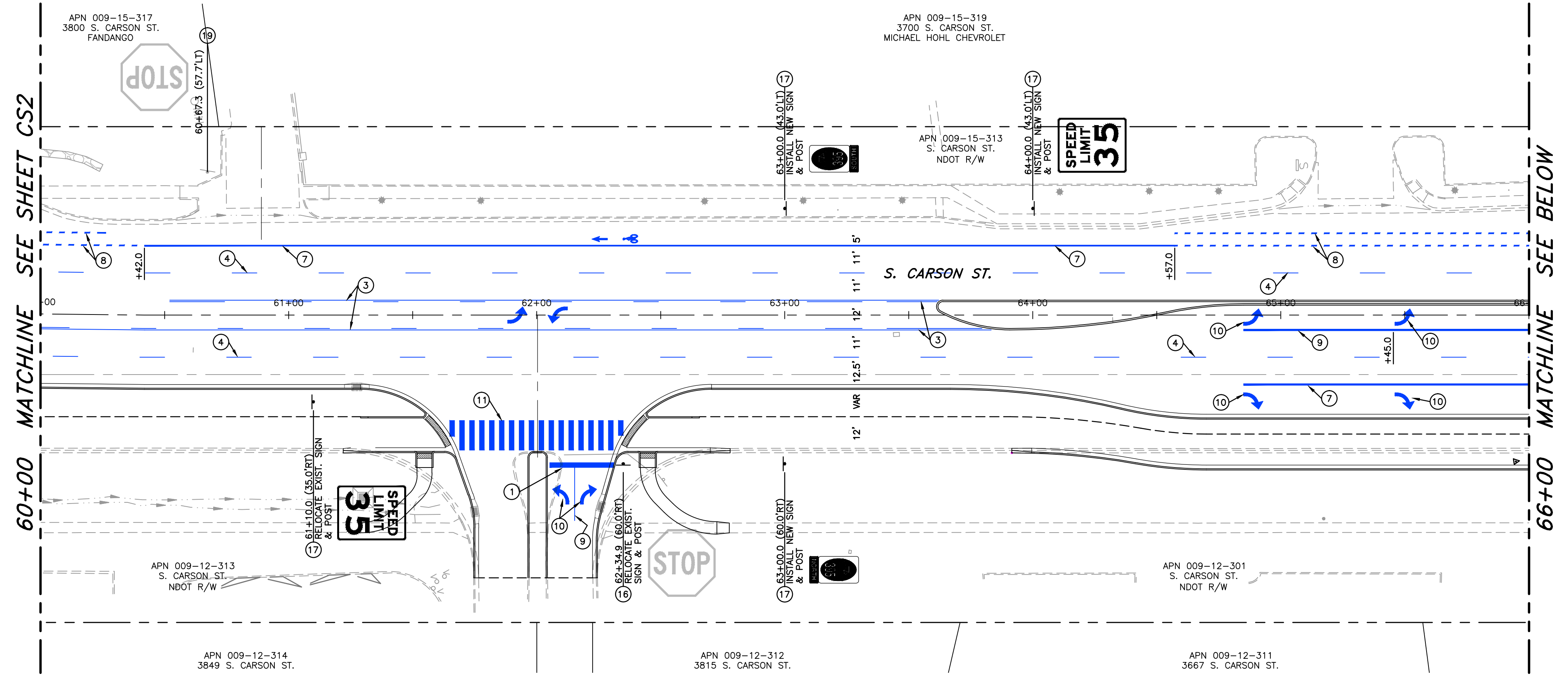
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**RESURFACING & COMPLETE STREET PROJECT**  
**PROJECT No. 03-1801**  
**S. CARSON STREET**  
**SIGNING & STRIPING PLAN**  
**STA 46+00 to STA 60+00**

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90% REVIEW PLANS 7/03/2019

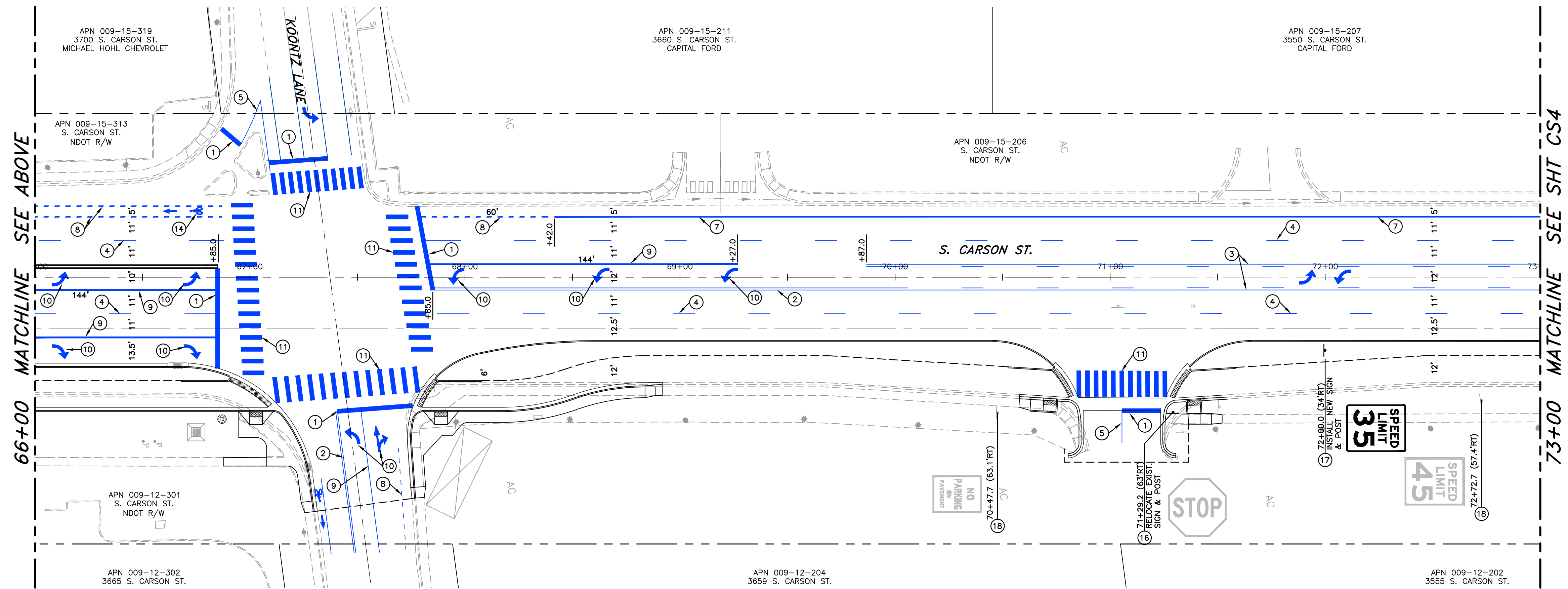
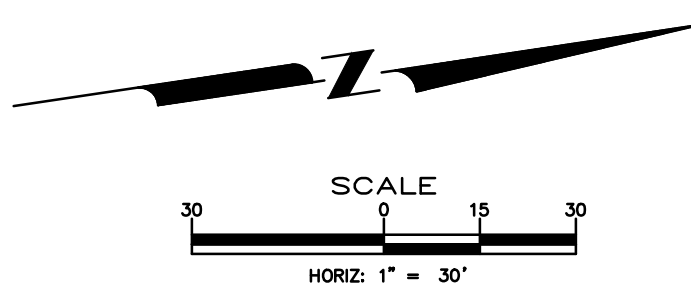
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**PLAN - S. CARSON STREET**  
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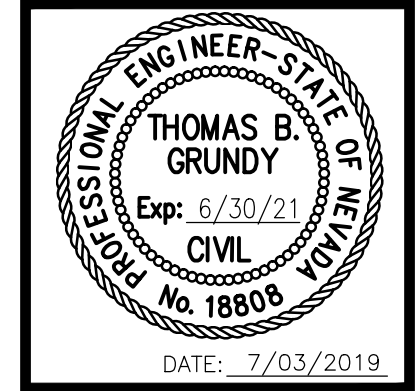
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- 20 PROTECT-IN-PLACE



**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

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DRAWN BY: DCR/DLO  
CHECKED BY: TBG/DJA  
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PLOT DATE: 7/3/19

**CARSON CITY  
PUBLIC WORKS DEPARTMENT**  
3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2112



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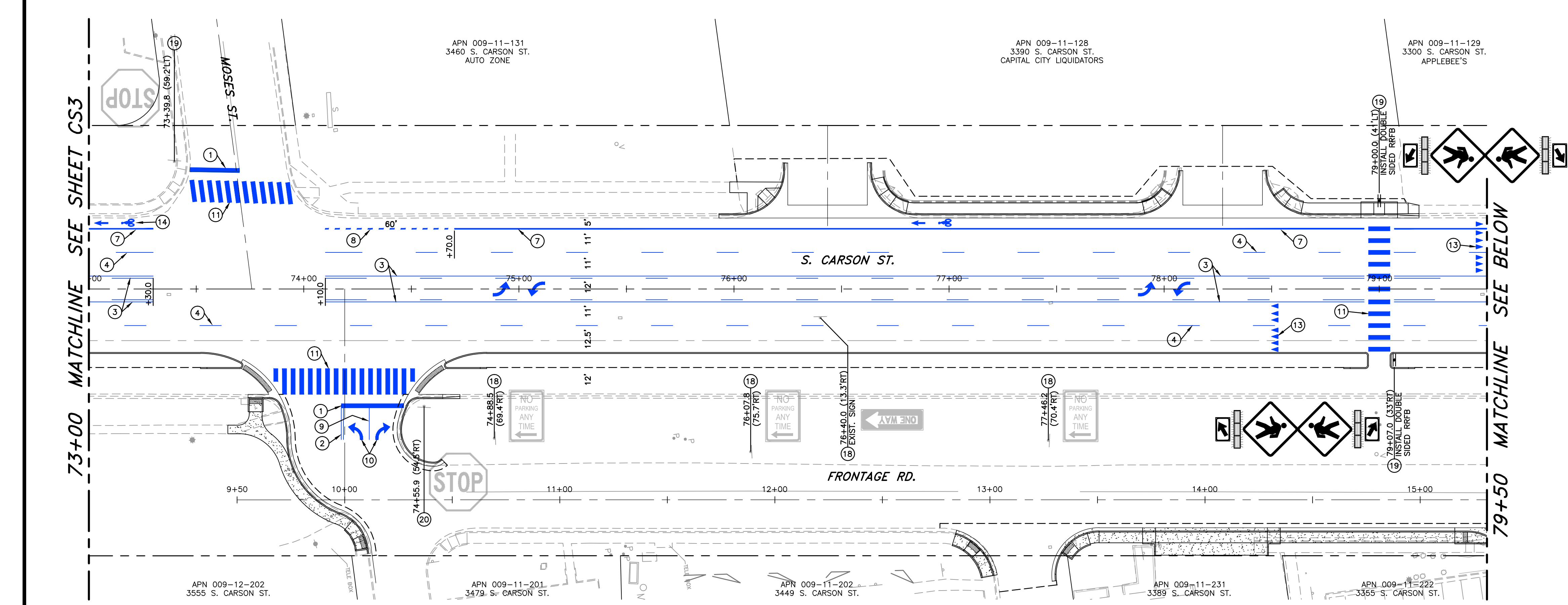
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PROJECT No. 03-1801  
**S. CARSON STREET  
SIGNING & STRIPING PLAN**  
STA 60+00 to STA 73+00

SHEET  
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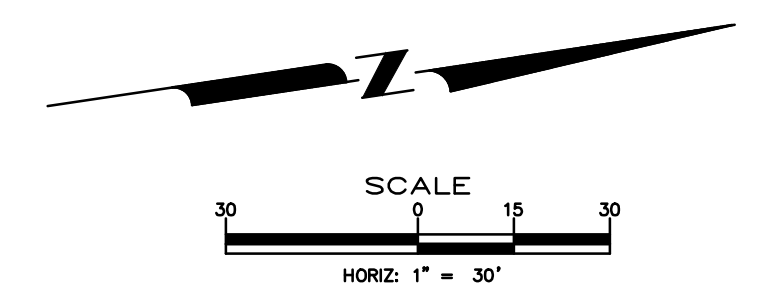


90% REVIEW PLANS 7/03/2019

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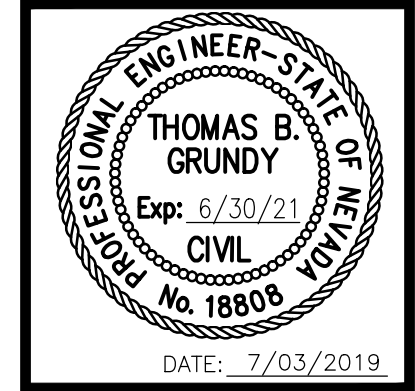


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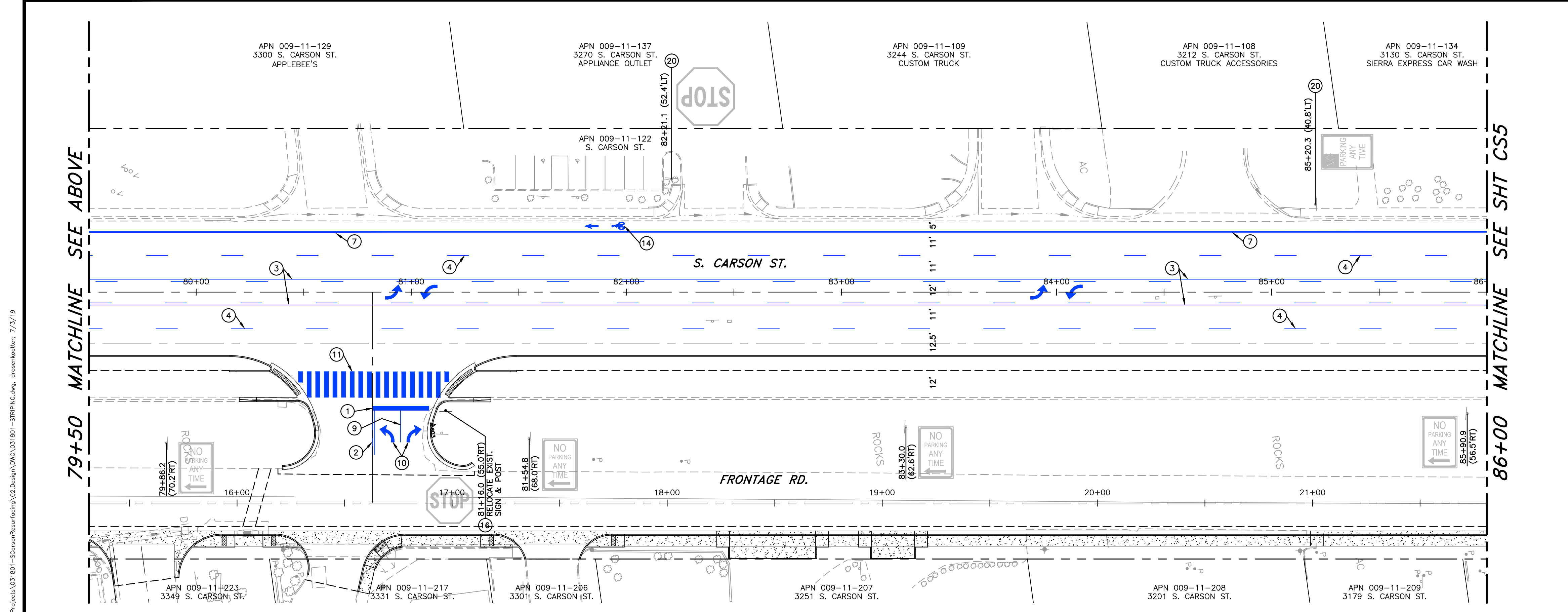


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 PLOT DATE: 7/3/19

**CARSON CITY DEPARTMENT**  
**PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2355



BY: APP'D



**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

**SIGNING & STRIPING NOTES:**

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- 20 PROTECT-IN-PLACE

REV.	DATE	DESCRIPTION

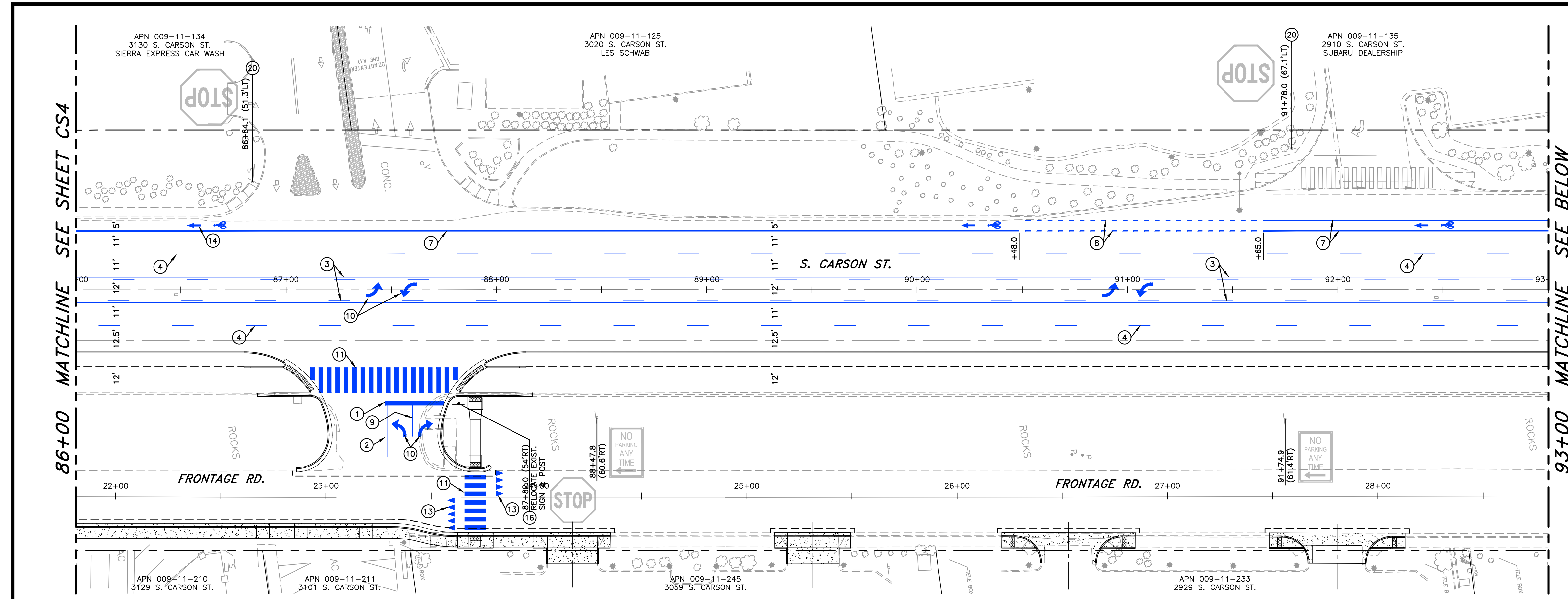
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**RESURFACING & COMPLETE STREET PROJECT**  
**PROJECT No. 03-1801**  
**S. CARSON STREET**  
**SIGNING & STRIPING PLAN**  
**STA 73+00 to STA 86+00**

SHEET  
**CS4**  
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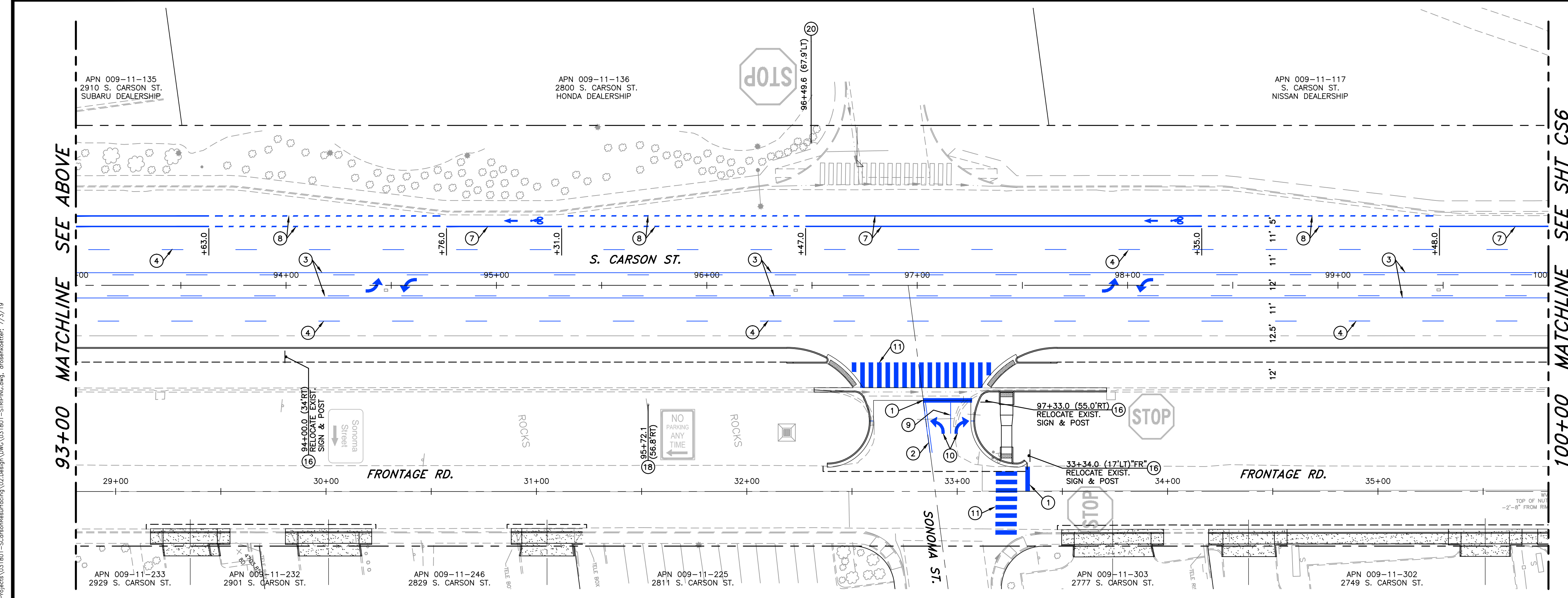


90% REVIEW PLANS 7/03/2019

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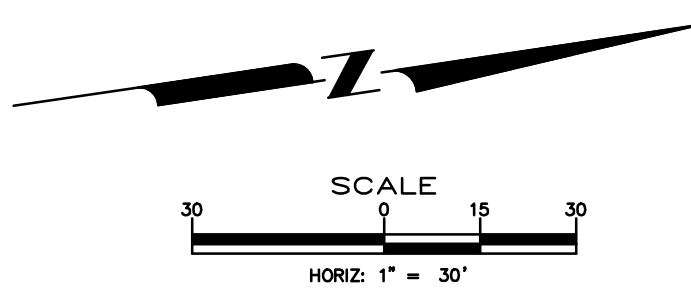
**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'



**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

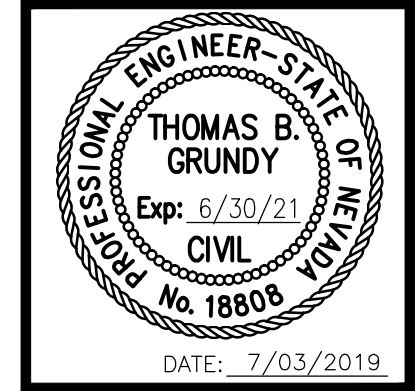
**SIGNING & STRIPING NOTES:**

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- 3 PAINT (1) 4" WIDE SOLID YELLOW AND (1) 4" WIDE YELLOW SKIP STRIPE, BI-DIRECTIONAL LEFT TURN LANE STRIPING
- 4 PAINT 4" WIDE WHITE SKIP STRIPE
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- 8 PAINT 6" WIDE BIKE LANE SKIP STRIPE
- 9 PAINT 8" WIDE SOLID WHITE LANE LINE
- 10 PAINT SOLID WHITE TURN ARROW
- 11 PAINT SOLID WHITE CROSSWALK STRIPING PER STD. DWG C-5.4.3
- 12 PAINT 24" SOLID GREEN SHARED USE CROSSWALK MARKING
- 13 PAINT SOLID WHITE YIELD LINE PER STD. DWG C-5.4.4.
- 14 PAINT SOLID WHITE BIKE LANE PAVEMENT LEGEND
- 15 PAINT CURB SOLID RED
- 16 RELOCATE EXISTING SIGN & POST PER STD. DWG C-5.4.2.
- 17 INSTALL NEW SIGN & POST PER STD. DWG C-5.4.2.
- 18 REMOVE EXISTING SIGN POST & ANCHOR
- 19 INSTALL SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB), SIGNS AND PUSH BUTTON ON 2 1/2" SIGN POST, PER DETAIL SHEET CS11.
- 20 PROTECT-IN-PLACE



DESIGNED BY: DCR/DLO/TBG  
 DRAWN BY: DCR/DLO  
 CHECKED BY: TBG/DSA  
 DWG NO.: 031801-1103-000.dwg  
 SCALE (HORIZ): 1" = 30'  
 SCALE (VERT): 1" = 3'  
 PLOT DATE: 7/3/19

**CARSON CITY DEPARTMENT**  
**PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112



REV.	DATE	DESCRIPTION

**SOUTH CARSON STREET**  
**RESURFACING & COMPLETE STREET PROJECT**  
**PROJECT No. 03-1801**  
**S. CARSON STREET**  
**SIGNING & STRIPING PLAN**  
**STA 86+00 to STA 100+00**



SHEET  
**CS5**  
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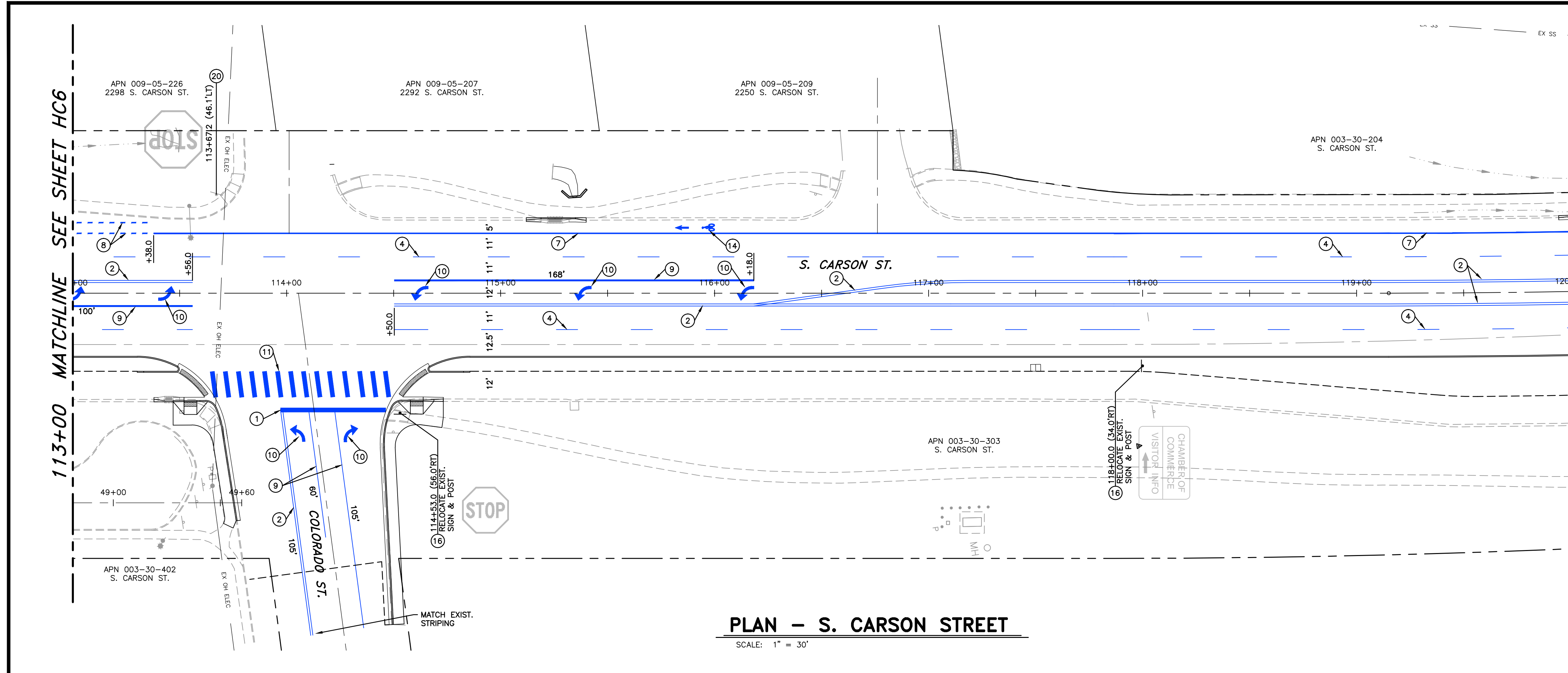
90% REVIEW PLANS 7/03/2019

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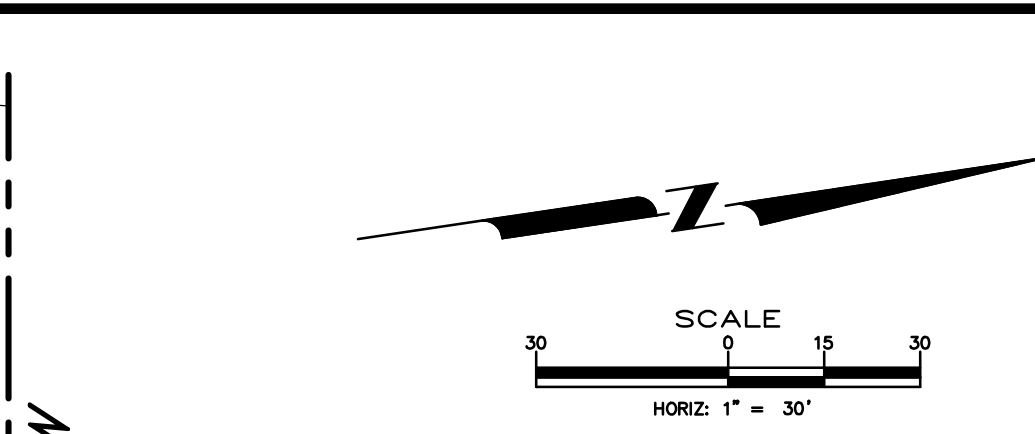


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**PLAN - S. CARSON STREET**

SCALE: 1" = 30'

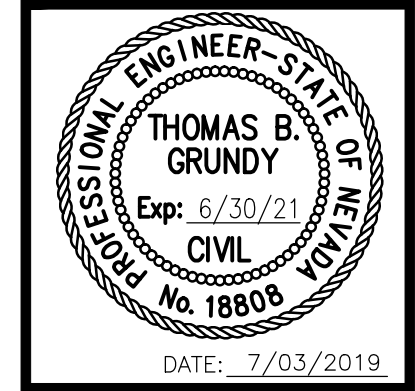


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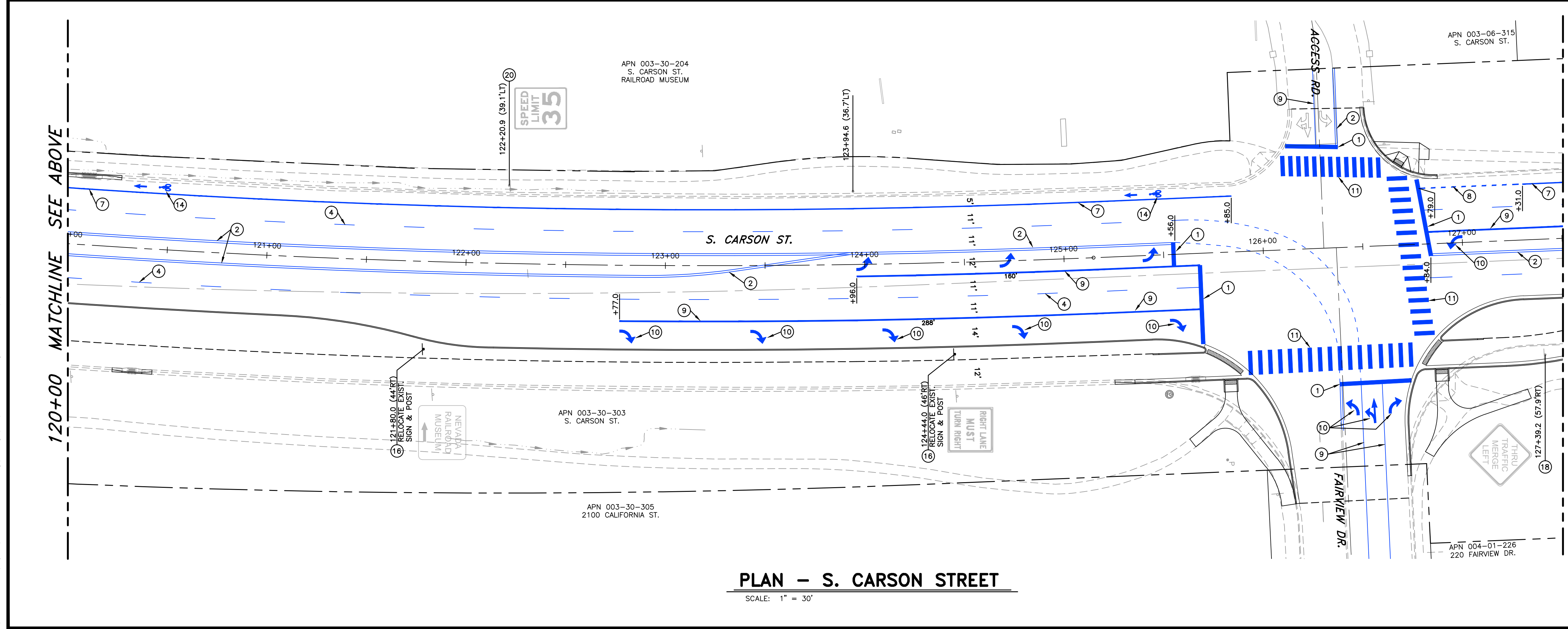
- ① PAINT 24" WIDE SOLID WHITE STOP BAR
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- ⑳ PROTECT-IN-PLACE

DESIGNED BY: DGR/DLO/TBG  
 DRAWN BY: DGR/DLO  
 CHECKED BY: TBG/DSA  
 DWG NO.: 031801-STRIPING.dwg  
 SCALE (HORIZ): 1" = 30'  
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 PLOT DATE: 7/3/19

**CARSON CITY  
 PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112

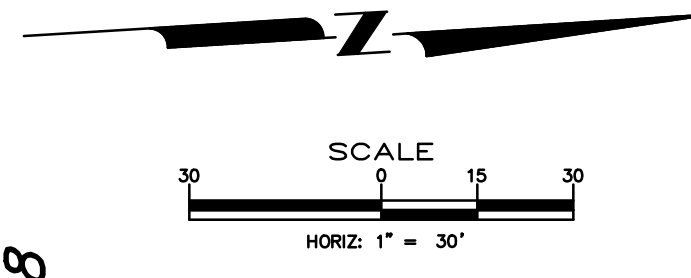


REV.	DATE	DESCRIPTION	BY	APP'D



**PLAN - S. CARSON STREET**

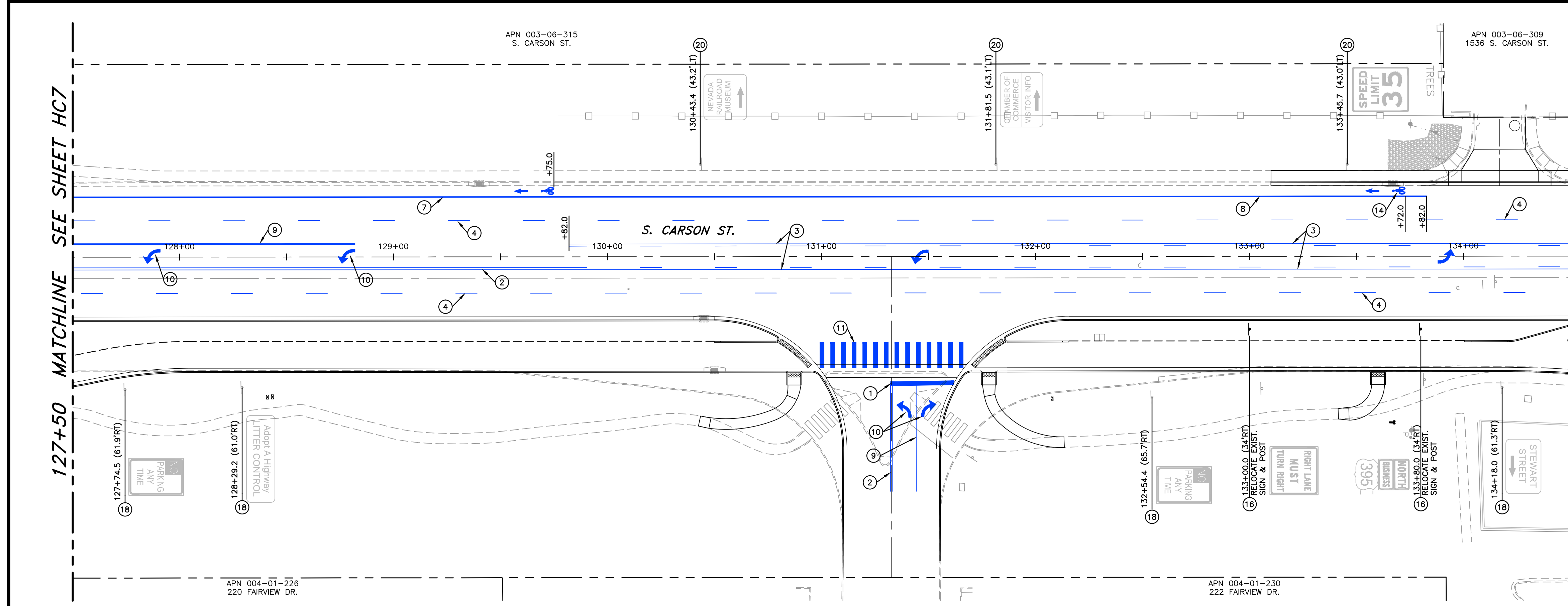
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**SOUTH CARSON STREET  
 RESURFACING & COMPLETE STREET PROJECT  
 PROJECT No. 03-1801**  
**S. CARSON STREET  
 SIGNING & STRIPING PLAN  
 STA 113+00 to STA 127+50**

SHEET  
**CS7**  
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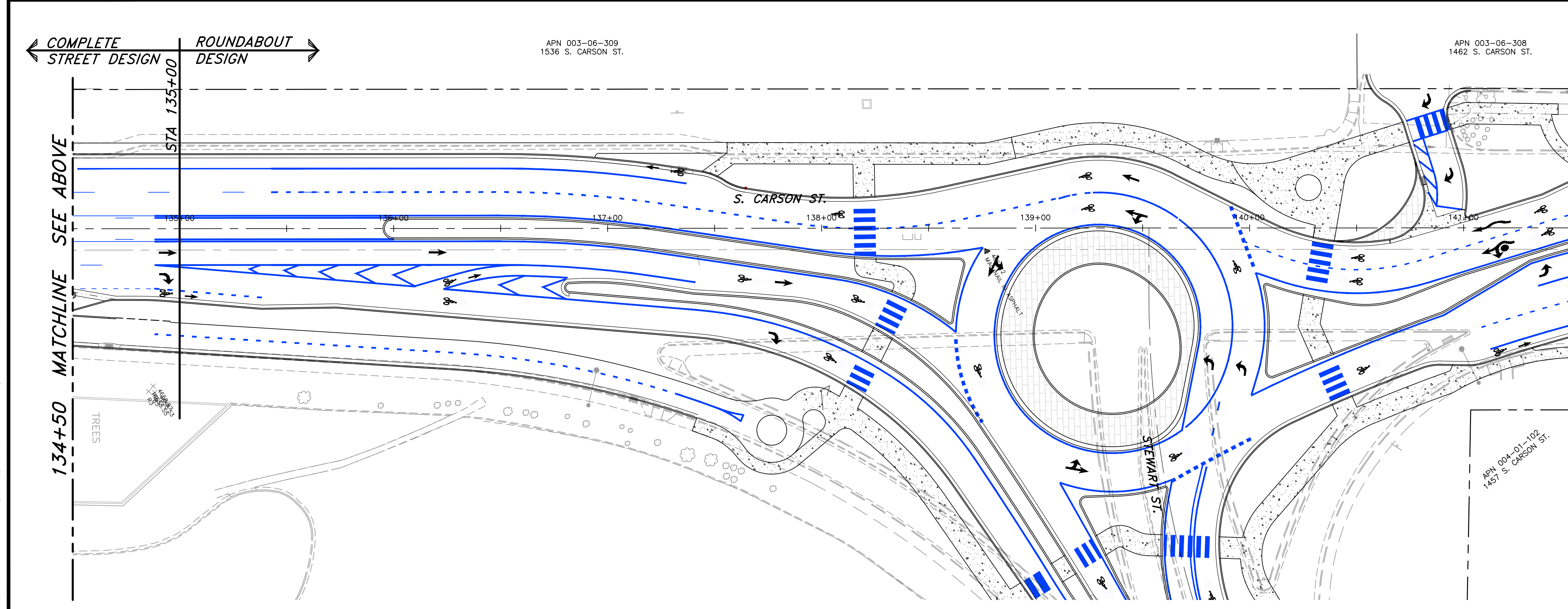
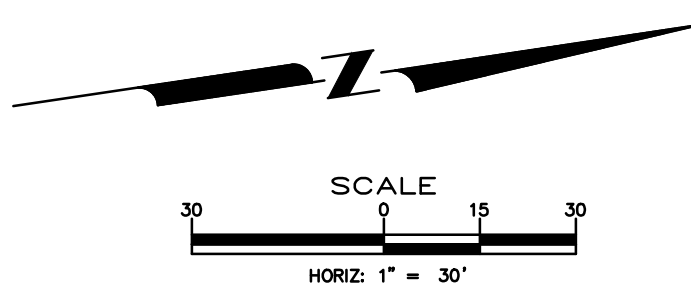
90% REVIEW PLANS 7/03/2019



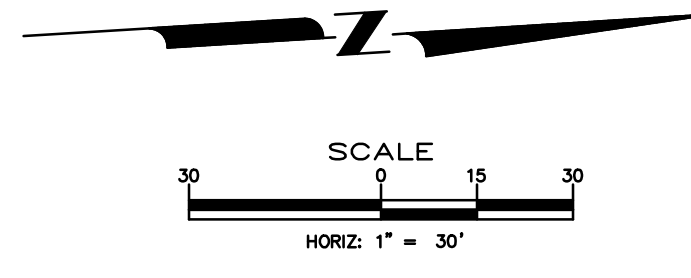
**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

**SIGNING & STRIPING NOTES:**

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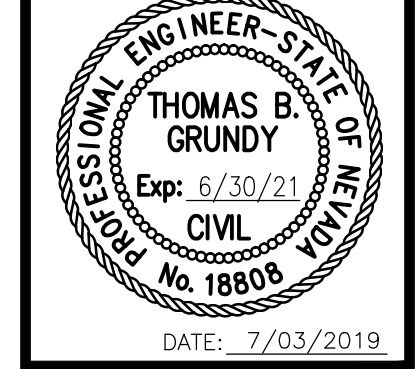


**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'



DESIGNED BY: DCR/DLO/TBG  
 DRAWN BY: DCR/DLO  
 CHECKED BY: TBG/DJA  
 DWG NO.: 031801-STRIPING.dwg  
 SCALE (HORIZ): 1" = 30'  
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 PLOT DATE: 7/3/19

**CARSON CITY  
 PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112



REV.	DATE	DESCRIPTION	BY	APP'D

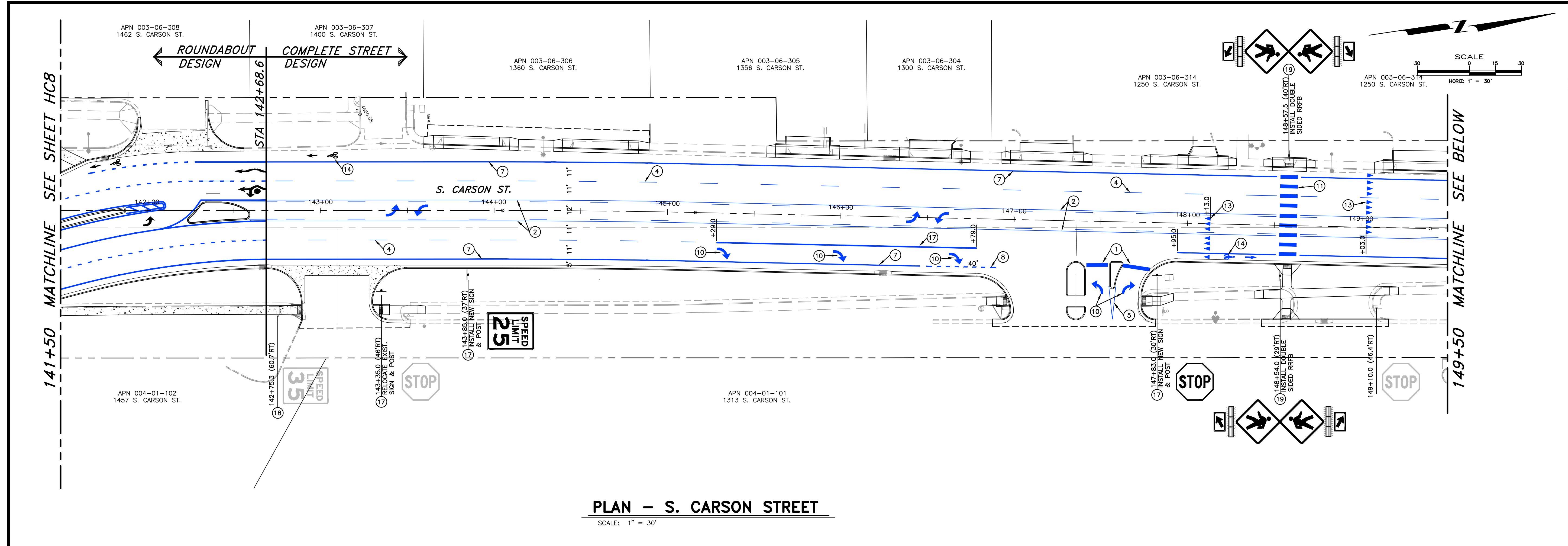
**SOUTH CARSON STREET  
 RESURFACING & COMPLETE STREET PROJECT  
 PROJECT No. 03-1801**  
**S. CARSON STREET  
 SIGNING & STRIPING PLAN  
 STA 127+50 to STA 141+50**

SHEET  
**CS8**  
 OF  
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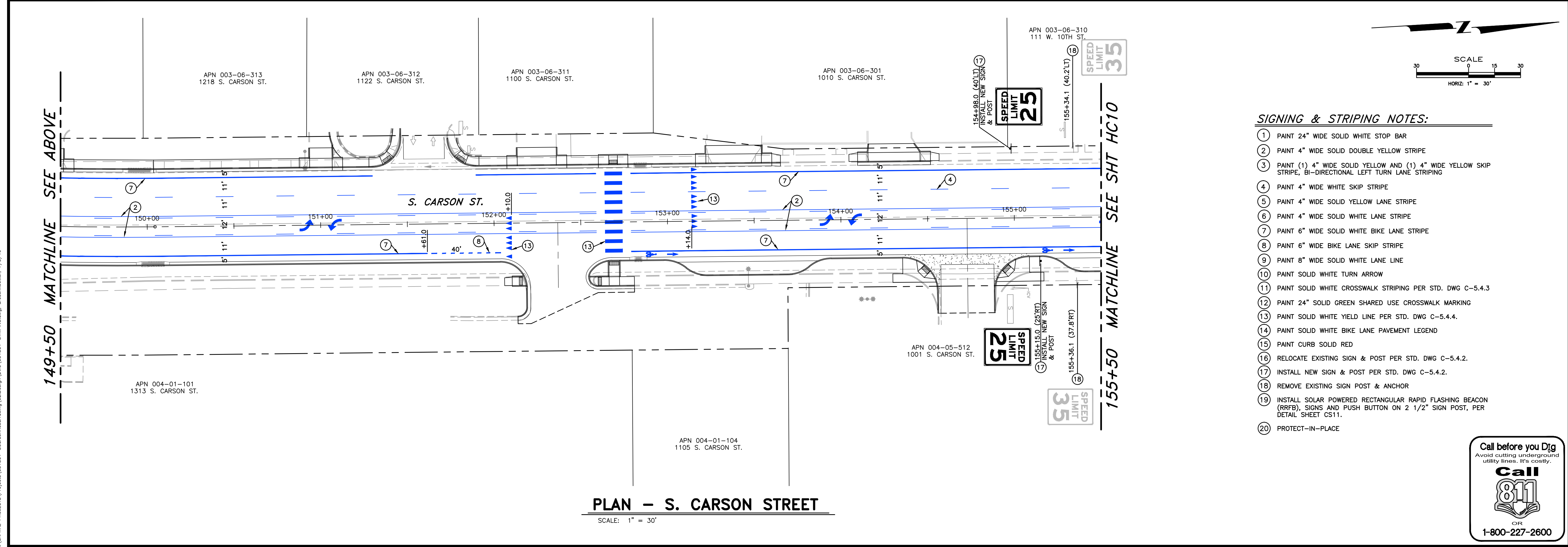


90% REVIEW PLANS 7/03/2019

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**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'



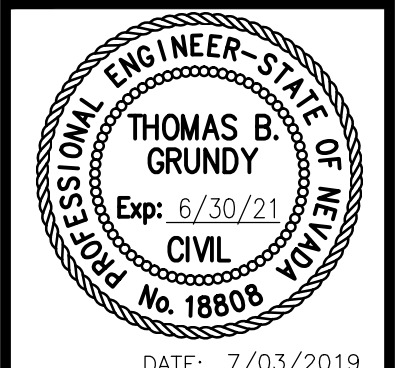
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DESIGNED BY: DCR/DLO/TBG  
 DRAWN BY: DCR/DLO  
 CHECKED BY: TBG/DJA  
 DWG NO.: 031801-STRIPING.dwg  
 SCALE (HORIZ): 1"=30'  
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 PLOT DATE: 7/3/19

**CARSON CITY DEPARTMENT**  
**PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112



DATE: 7/03/2019

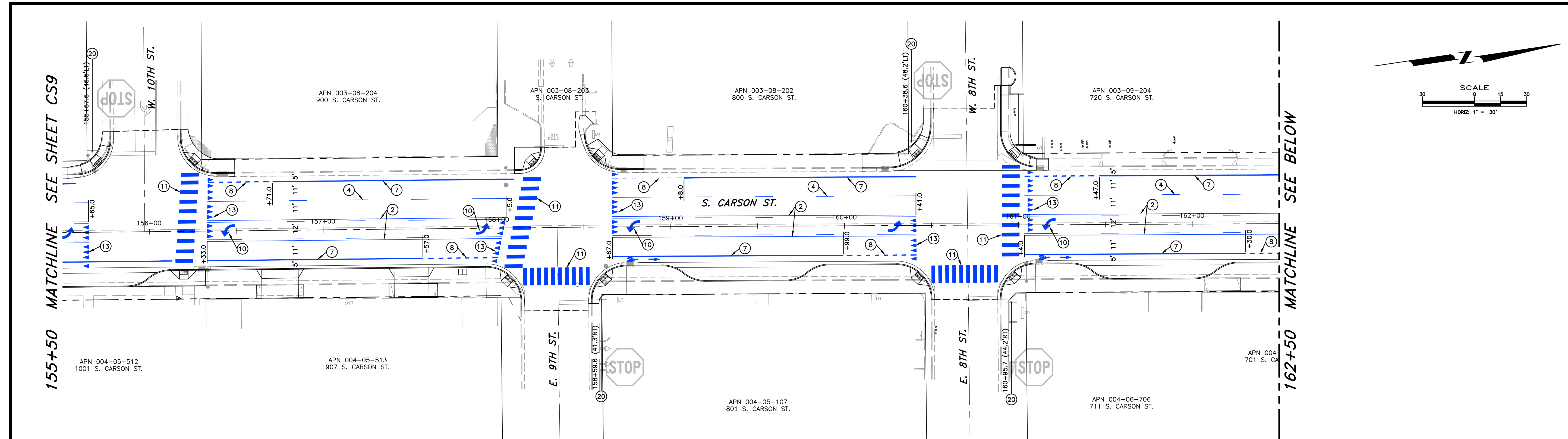
REV.	DATE	DESCRIPTION	BY	APP'D

**SOUTH CARSON STREET**  
**RESURFACING & COMPLETE STREET PROJECT**  
**PROJECT No. 03-1801**  
**S. CARSON STREET**  
**SIGNING & STRIPING PLAN**  
**STA 141+50 to STA 155+50**

SHEET  
**CS9**  
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90% REVIEW PLANS 7/03/2019

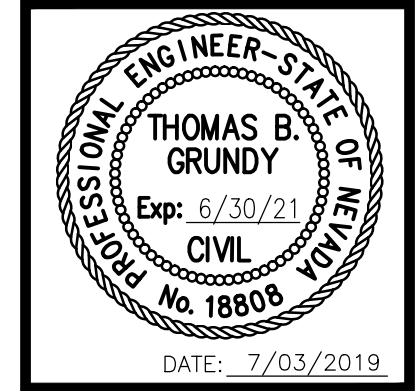
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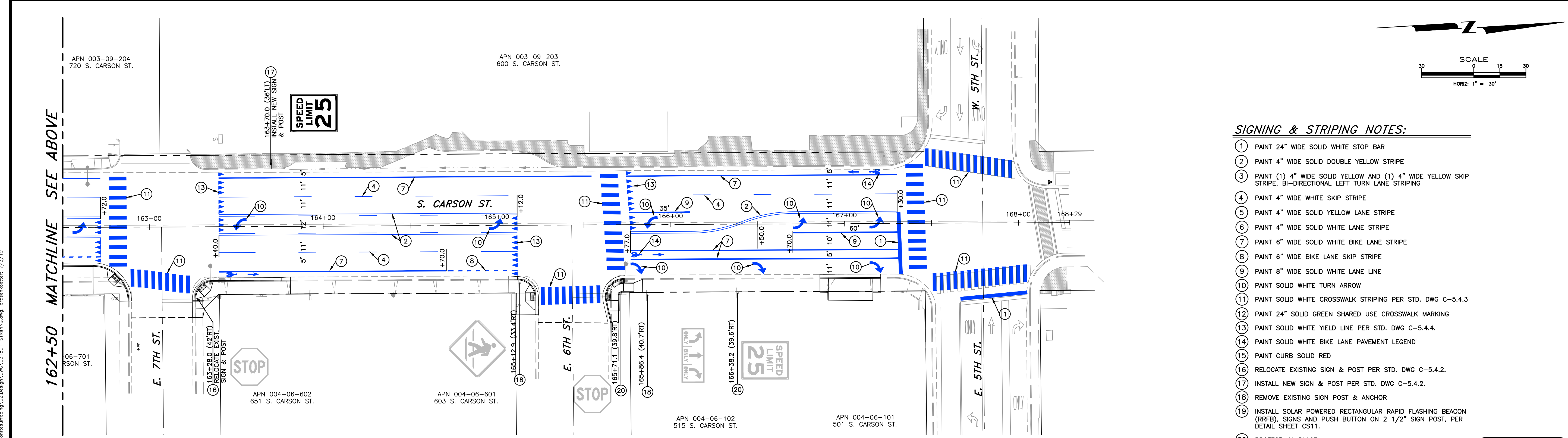
**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

DESIGNED BY: DCR/DLO/TBG  
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**CARSON CITY DEPARTMENT**  
**PUBLIC WORKS DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2112



REV.	DATE	DESCRIPTION	BY	APP'D



**PLAN - S. CARSON STREET**  
SCALE: 1" = 30'

**SIGNING & STRIPING NOTES:**

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- 20 PROTECT-IN-PLACE

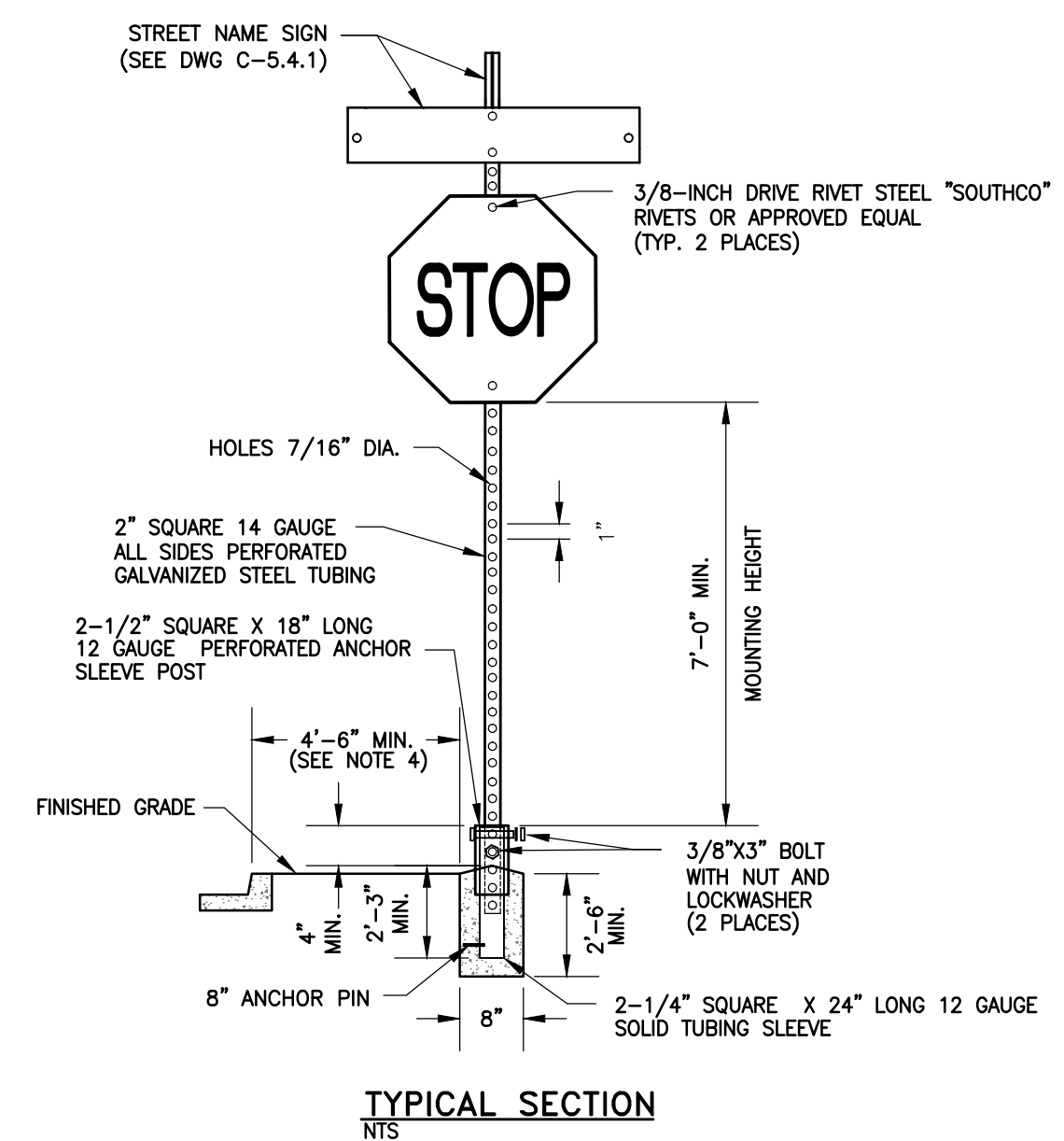


**SOUTH CARSON STREET**  
**RESURFACING & COMPLETE STREET PROJECT**  
**PROJECT No. 03-1801**  
**S. CARSON STREET**  
**SIGNING & STRIPING PLAN**  
**STA 155+50 to STA 168+00**

SHEET  
**CS10**  
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90% REVIEW PLANS 7/03/2019

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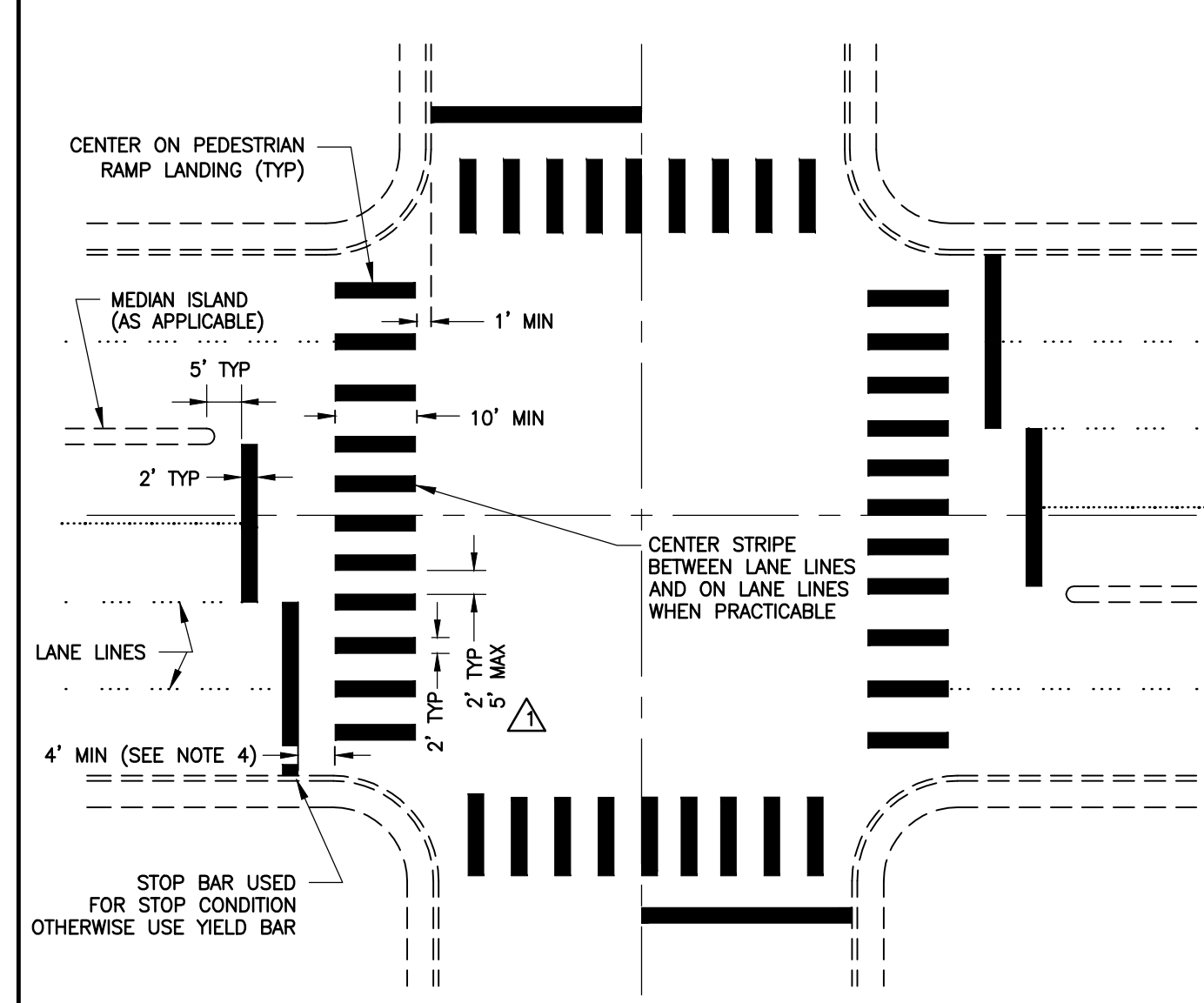
TYPICAL SECTION  
NTS

- NOTES:**
- SIGN MATERIALS, CONSTRUCTION AND PLACEMENT SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - STREET NAME SIGN SHALL BE AS SPECIFIED IN STANDARD DETAIL DRAWING NO. C-5.4.1
  - ON STREETS WHERE CURBING DOES NOT EXIST, SET SIGN 6 FEET MINIMUM FROM PAVEMENT EDGE.
  - CONCRETE BASE SHALL BE LOCATED AT BACK OF SIDEWALK, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
  - ALL REGULATORY SIGNS SHALL USE ASTM TYPE 3 OR 4 INTENSITY SHEETING.

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION
				CARSON CITY
				DRAWING NO. C-5.4.2
				DATE SEP 2017

APPROVED BY: 9/17

**TRAFFIC SIGN INSTALLATION**



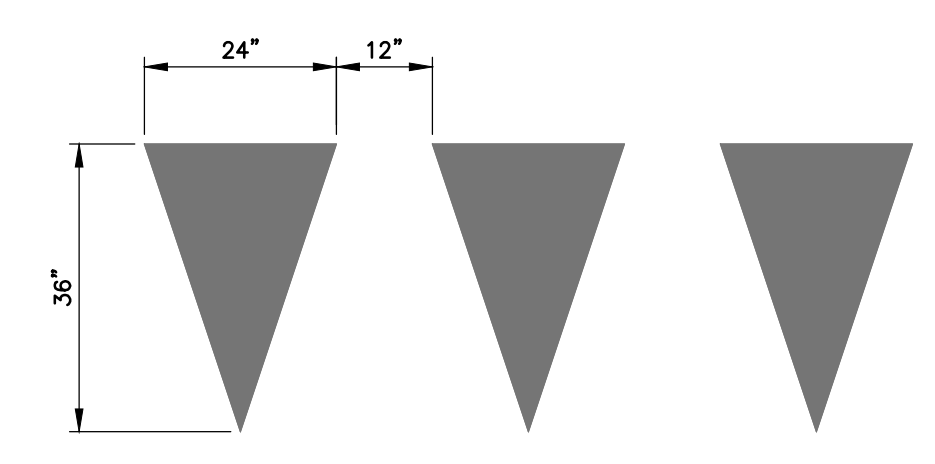
PLAN  
NTS

- NOTES:**
- ALL STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS, CURRENT EDITION.
  - INLAY TAPE STRIPING AND/OR PAVEMENT LEGENDS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
  - CROSSWALK MARKINGS SHALL BE INSTALLED AT ALL TRAFFIC SIGNAL LOCATIONS AND AT OTHER LOCATIONS AS DIRECTED BY THE CARSON CITY ENGINEER OR PUBLIC WORKS DIRECTOR.
  - STOP BARS LOCATED AT A CROSSWALK THAT CROSSES AN UNCONTROLLED MULTI-LANE APPROACH OR AT A MID-BLOCK CROSSING SHALL BE PLACED 40 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE. PARKING SHALL BE PROHIBITED BETWEEN THE STOP BAR AND THE CROSSWALK.

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION
				CARSON CITY
				DRAWING NO. C-5.4.3
				DATE SEP 2017

APPROVED BY: 9/17

**CROSSWALK LEGEND**

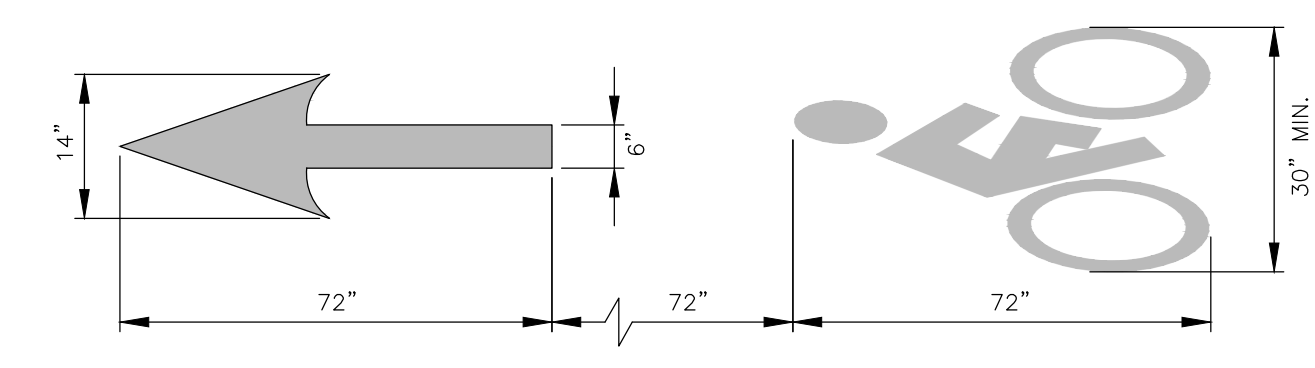


- NOTES:**
- ALL STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS, CURRENT EDITION.
  - ALL PAINTED STRIPING AND PAVEMENT LEGENDS SHALL CONFORM TO CARSON CITY PUBLIC WORKS SPECIFICATIONS.
  - ALL INLAY TAPE STRIPING AND/OR PAVEMENT LEGENDS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
  - YIELD LINE TO BE INSTALLED FROM EDGE OF LANE TO EDGE OF PAVEMENT OR LIP OF CURB.
  - SEE STANDARD DETAIL C-5.4.3 FOR YIELD LINE PLACEMENT.

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION
				CARSON CITY
				DRAWING NO. C-5.4.4
				DATE SEP 2017

APPROVED BY: 9/17

**YIELD LINE LAYOUT**



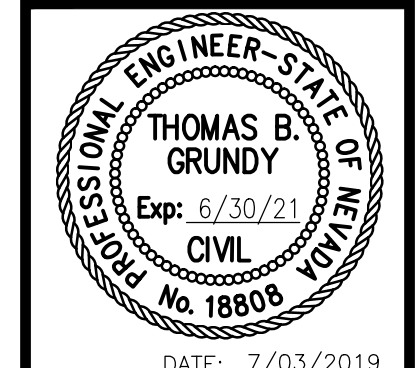
**BICYCLE WITH ARROW  
LEGEND**  
NOT TO SCALE

- NOTES:**
- ALL STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS, 2009 EDITION.
  - ALL PAINTED STRIPING AND PAVEMENT LEGENDS SHALL CONFORM TO CARSON CITY STREETS DEPARTMENT SPECIFICATIONS.
  - ALL INLAY TAPE STRIPING AND/OR PAVEMENT LEGENDS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

DESIGNED BY: DCR/DLO/TBG  
DRAWN BY: DGR/DLO  
CHECKED BY: TBG/DCA  
DWG NO.: 031801-STRIPING.dwg  
SCALE (HORIZ): 1"=30'  
SCALE (VERT): 1"=3'  
PLOT DATE: 7/3/19

**CARSON CITY  
PUBLIC WORKS DEPARTMENT**

3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2112

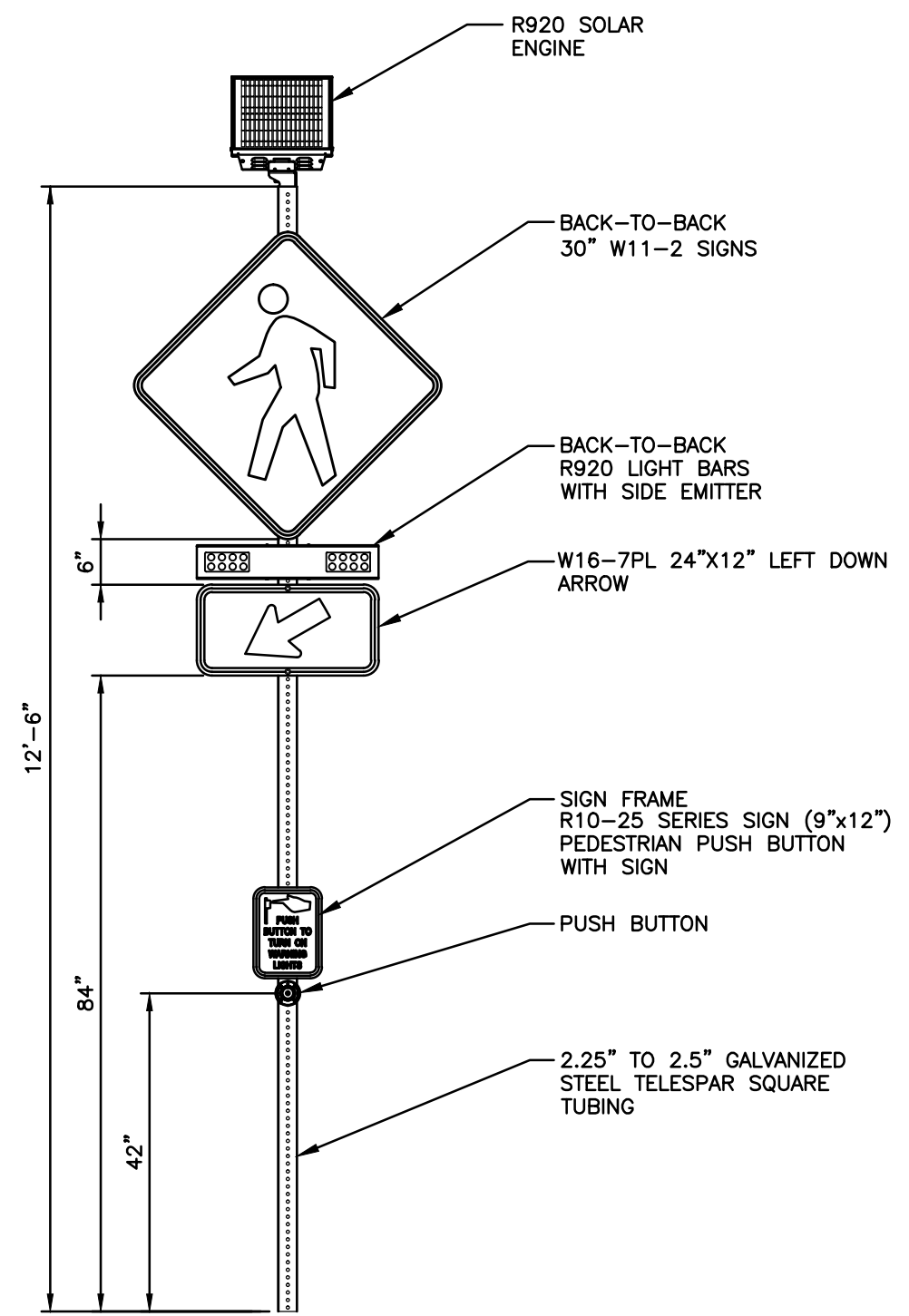


REV.	DATE	DESCRIPTION	BY	APP'D

**SOUTH CARSON STREET  
RESURFACING & COMPLETE STREET PROJECT  
PROJECT No. 03-1801**

**SIGNING & STRIPING DETAILS**

SHEET  
**CS11**  
OF  
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- NOTES:**
- FOR GENERAL DIMENSIONAL REFERENCE ONLY.
  - LIGHT BAR COVER COLOR VARIES BY PRODUCT CONFIGURATION - BLACK SHOWN.
  - SOLAR ENGINE CHASSIS COLOR VARIES BY PRODUCT CONFIGURATION - NATURAL ALUMINUM FINISH SHOWN.
  - LIGHT BARS CAN BE CONFIGURED FOR 1, 2 OR NO SIDE EMITTER.

REV	ECD #	DESCRIPTION	DATE	DRAWN BY
A		FOR REFERENCE ONLY - NOT FOR MANUFACTURE	07/12/17	JGW

DIMENSIONS IN INCHES		PDM MAINTAINED DATA		carmanah*	
THIRD ANGLE PROJECTION		ORIGINALLY DESIGNED BY: DATE: 07/12/17		250 Bay Street Victoria, BC Canada V8A 3K5 Tel: (250) 380-0052 Fax: (250) 380-0062	
DATE: 07/12/17		CHECKED BY: DATE: 07/12/17		R920 SOLAR RRF B DOUBLE-SIDED LIGHT BARS	
SCALE: 1:32		DRAWING NO:		REVISION: A	
SHEET: 1 OF 1		DATE: 07/12/17		SCALE: 1:32	

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## STAFF REPORT

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

**Meeting Date:** August 14, 2019

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding Amendment No. 2 to renew Contract No. 1516-129, Public Transportation Operating Services, with MV Transportation, Inc. for the annual amount of \$844,898 through September 30, 2020.

**Staff Summary:** The proposed amendment will exercise a one-year option year, extending the contract term through September 30, 2020.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve Amendment No. 2 to Contract No. 1516-129 as proposed.

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

On July 13, 2016, the Regional Transportation Commission approved Contract No. 1516-129 with MV Transportation Inc., for a three-year contract through September 30, 2019, with three additional one-year options to be exercised at the City's discretion, the price of which will be negotiated prior to contract renewal. Year one \$734,447 (October 1, 2016 – September 30, 2017); Year two \$743,369 (October 1, 2017 – September 30, 2018); Year three \$759,647 (October 1, 2018 – September 30, 2019).

On December 13, 2017, the Regional Transportation Commission approved Amendment No. 1 to Contract No. 1516-129 to add \$24,985.84 (from \$743,369 to \$768,354.54) for the remainder of year two, and add \$33,314.45 (\$759,647 to \$792,961.45) for year three. This was to increase the driver base wage to attract and retain professional drivers.

The proposed amendment seeks to exercise a one-year option year, extending the contract term through September 30, 2020. The existing contract with MV Transportation, Inc. for JAC Transit operations will expire on September 30, 2019 if the proposed amendment is not approved. The existing contract allows for up to three (3) one-year option years. Should the proposed amendment be approved, the contract would have two (2) one-year option years remaining on the contract.

Approval of the proposed amendment would not alter any of the conditions, requirements, or restrictions of the original Contract, however, MV Transportation, Inc. has proposed a rate increase for this option year. Staff will present the proposal for discussion and possible action by Carson City RTC.

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

-NRS Chapter 332

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Transit fund, Operating Contract account / 2253026-500331

Is it currently budgeted?  Yes  No

Adequate funding was budgeted for FY 2020 Transit fund, Operating Contract account to support the proposed amendment. Additional details regarding annual Operating Contract costs and costs per revenue hour are provided in the table below.

<b>Contract Year</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Contract Value	\$768,654.84	\$792,961.45	\$844,898.00
Cost per Revenue Hour	\$30.21	\$31.88	\$35.81

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Contract 1516-129 Amendment #2

**Board Action Taken:**

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

1) \_\_\_\_\_

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



## AMENDMENT FOR CONTRACT

Contract #: # 1516-129  
Title: Public Transportation Operating Services  
Amendment # 2

If Consideration will be amended, please indicate amount: Increase of \$51,936.55 for year four.

Reason for amendment: To renew contract extension 1 of 3 through September 30, 2020, for an annual contract amount of \$844,898.

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

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

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

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

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

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

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

(4) MV Transportation, Inc.:

Name/Title: Erin Niewinski, Chief Financial Officer

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

**Year 4 - Annual Cost Proposal**

**Proposal Form**

Instructions: Complete a cost proposal, below, for each of the distinct services identified in the Scope of Service, for each year of the contract period. Three additional one-year options will be exercised at City's discretion, the price of which will be negotiated prior to contract renewal.

Cost proposal shall be stated in dollars per revenue service hour.


Place this cost proposal page in a separate, sealed envelope. Proposals will be reviewed to determine if all requirements have been met. If not all requirements have been met, the separate cost proposals will not be opened.

*Note: All proposals, including the unit rate of cost, become public information when the award is made. However, City will keep the supporting financial information of each proposal confidential.*

Addendum Received:

	___ #1	___ #2	___ #3	___ #4	
					<u>Year 4</u>
JAC		_____	_____	_____	<u>\$ 35.810</u>
JAC Assist		_____	_____	_____	<u>\$ 35.810</u>

Projected Maximum Billable Hours:  
 JAC Fixed Route Service – 16,275 revenue service hours  
 JAC Assist – 9,870 revenue service hours  
 Miscellaneous (to be charged at the rate of the service to which the hours relate) – 500 revenue service hours

Proposer M V TRANSPORTATION  
 Signature of Authorized Official   
 Name and Title of Authorized Official Dennis E. Shipman S.V.P. BUSINESS DEVELOPMENT  
 Date JULY 11, 2019

**Line Item Operating and Maintenance Budget  
Fixed Route and Complementary ADA Paratransit**

	FY 2019/2020
<b>FIXED OVERHEAD EXPENSES</b>	
Management Wages	\$ 114,762
Management Benefits	\$ 20,173
Administrative Wages	\$ -
Administrative Benefits	\$ -
Office Expense & Supplies	\$ 2,740
General Liability Insurance	\$ 58,148
Workers Compensation Insurance	\$ 31,113
Fidelity Bond/Crime Insurance	\$ -
Insurance Deductible Expense	\$ -
Performance Bond	\$ -
Communications	\$ 1,489
ADA Certification	\$ -
Start-Up	\$ -
Other Expenses (See Detail (3))	\$ 58,339
Other Expenses (Specify)	\$ -
Profit	\$ 19,164
<b>TOTAL FIXED EXPENSE</b>	<b>\$ 305,929</b>
	\$ -
<b>HOURLY EXPENSES</b>	
	\$ -
Driver/Fueler Wages	\$ 401,916
Driver/Fueler Benefits	\$ 60,691
Sched/Disp Wages	\$ 56,625
Sched/Disp Benefits	\$ 5,590
Mechanic/Helper Wages	\$ -
Mechanic/Helper Benefits	\$ -
Uniforms	\$ 1,700
Hiring/Training/Safety	\$ 12,448
Other Expenses (Specify)	\$ -
<b>TOTAL HOURLY EXPENSE</b>	<b>\$ 538,970</b>
	\$ -
Hiring/Training Expenses	\$ -
Maintenance Supplies	\$ -
Maintenance Parts	\$ -
Other Expenses (Specify)	\$ -
<b>TOTAL MILEAGE EXPENSE</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 538,970</b>
Expense/Revenue Vehicle Hour	\$ -
<b>GRAND TOTAL</b>	<b>\$ 844,898</b>

Itemized Budget Detail  
Fixed Route and ADA Paratransit

	FY 2019/2020
<b>MANAGEMENT WAGES</b>	
General Manager	\$ 63,039
Operations Manager	\$ 51,723
<b>TOTAL</b>	<b>\$ 114,762</b>
<b>MANAGEMENT BENEFITS</b>	
Vacation-Included in Wages	\$ -
Holiday-Included in Wages	\$ -
PTO-Included in Wages	\$ -
Medical/Dental Insurance	\$ 9,726
Life Insurance	\$ 23
401 (k)	\$ -
Payroll Taxes	\$ 10,424
Workers' Compensation	\$ 2,313
<b>TOTAL</b>	<b>\$ 22,486</b>
<b>ADMINISTRATIVE WAGES</b>	
Road Supervisor	\$ -
Accounting Manager	\$ -
Vault Clerk	\$ -
BTW Trainer	\$ -
Farebox Clerk	\$ -
<b>TOTAL</b>	<b>\$ -</b>
<b>ADMINISTRATIVE BENEFITS</b>	
Vacation	\$ -
Holiday	\$ -
PTO	\$ -
Medical/Dental Insurance	\$ -
Life Insurance	\$ -
401 (k)	\$ -
Payroll Taxes	\$ -
Workers' Compensation	\$ -
<b>TOTAL</b>	<b>\$ -</b>
<b>OFFICE EXPENSES &amp; SUPPLIES</b>	
Copier Toner & Paper	\$ -
Postage	\$ 63
Office Furniture	\$ -
Misc. Office Supplies	\$ 2,678
<b>TOTAL</b>	<b>\$ 2,740</b>
<b>INSURANCE</b>	
General Liability	\$ 609
Automobile Liability	\$ 57,539
Fidelity Bond/Crime Insurance	\$ -
Property Insurance	\$ -
Crime Insurance	\$ -
<b>TOTAL</b>	<b>\$ 58,148</b>

FY  
2019/2020

<b>OTHER INSURANCE EXPENSES</b>	
Deductibles	\$ -
Claim Payments	\$ -
Accident Investigations	\$ -
Misc. Expenses	\$ -
Performance Bonds	\$ -
<b>TOTAL</b>	<b>\$ -</b>
<b>DRIVER WAGES</b>	
Revenue Service	\$ 390,247
New Hire Training	\$ 8,620
Retraining & Safety Meetings	\$ 3,049
<b>TOTAL</b>	<b>\$ 401,916</b>
<b>DRIVER BENEFITS</b>	
Vacation	\$ 3,684
Holiday	\$ 3,324
PTO	\$ -
Medical/Dental Insurance	\$ 10,263
Life Insurance	\$ 97
401 (k)	\$ -
Payroll Taxes	\$ 43,295
Workers' Compensation	\$ 27,664
<b>TOTAL</b>	<b>\$ 88,326</b>
<b>SCHED/DISP WAGES</b>	
Lead Dispatcher	\$ 27,760
Dispatchers	\$ 28,865
<b>TOTAL</b>	<b>\$ 56,625</b>
<b>SCHED/DISP WAGES</b>	
Vacation-Included in Wages	\$ -
Holiday-Included in Wages	\$ -
PTO-Included in Wages	\$ -
Medical/Dental Insurance	\$ -
Life Insurance	\$ 23
401 (k)	\$ -
Payroll Taxes	\$ 5,595
Workers' Compensation	\$ 1,136
<b>TOTAL</b>	<b>\$ 6,754</b>
<b>COMMUNICATIONS</b>	
Cell Phone	\$ 1,489
Misc.	\$ -
<b>TOTAL</b>	<b>\$ 1,489</b>
	\$ -
<b>PROFIT</b>	<b>\$ 19,164</b>
<b>UNIFORMS</b>	<b>\$ 1,700</b>

		FY 2019/2020
<b>HIRING/TRAINING SAFETY</b>		
Recruiting	\$	435
Background Checks	\$	1,977
Pull Notice Program	\$	225
Safety & Training Program	\$	4,897
Drug & Alcohol Program	\$	2,430
Physicals	\$	2,485
<b>TOTAL</b>	<b>\$</b>	<b>12,448</b>
<b>START-UP EXPENSES</b>		
	\$	-
<b>OTHER</b>		
Business Liscense	\$	10,091
Vehicle Cleaning Supplies	\$	-
Equipment Depreciation	\$	7,217
Misc. (Interest, Transit Miner, Overhead)	\$	41,029
<b>TOTAL</b>	<b>\$</b>	<b>58,338</b>
<b>MECHANIC WAGES (IF APPLICABLE)</b>		
Lead Mechanic	\$	-
Mechanics	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>-</b>
<b>MECHANIC BENEFITS (IF</b>		
Vacation - Included in Wages	\$	-
Holiday - Included in Wages	\$	-
PTO - Included in Wages	\$	-
Medical/Dental Insurance	\$	-
Life Insurance	\$	-
401 (k)	\$	-
Payroll Taxes	\$	-
Workers' Compensation	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>-</b>
<b>VEHICLE MAINTENANCE &amp; SHOP</b>		
Preventive Maintenance Expenses	\$	-
Other Repair Expenses	\$	-
Rebuild/Overhaul Expenses	\$	-
Tires (indicate purchase or lease)	\$	-
Oil/Lubricants/Fluids	\$	-
Towing	\$	-
Outside Vehicle Repair and Maintenance	\$	-
Tools	\$	-
Misc. Shop supplies	\$	-
Other	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>\$</b>	<b>844,898</b>

**Staffing Levels & Wages/Salaries (Full-Time)**

Fixed Route and ADA Paratransit

CONTRACTOR definition of full-time employee: An employee scheduled to work 2,080 hours annually

Full-time Employees

Job Classifications:					FY 2019/20 No.	Scale
Drivers	_____	_____	_____	_____	7.00	\$ 13.00
Drivers	_____	_____	_____	_____		
Drivers	_____	_____	_____	_____	1.00	\$ 13.77
Drivers	_____	_____	_____	_____	2.00	\$ 14.28
Drivers	_____	_____	_____	_____	-	\$ -
Dispatchers	_____	_____	_____	_____	1.00	\$ 15.02
Supervisors	_____	_____	_____	_____	-	
Office/Clerical Staff	_____	_____	_____	_____		
Trainers	_____	_____	_____	_____	1.00	\$ 21.00
Mechanics/Helpers	_____	_____	_____	_____		

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. Vacation, holiday, 401K company match, safety bonus, longevity bonus once top rate is reached, medical, life insurance

No. FTE/full-time employees: \_\_\_\_\_ FY 2019/20  
12.00

Definitions: Full-time Equivalent (FTE) is calculated by dividing the total number of person hours by 2,080. Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

*Note: Once driver's reach the \$12.75 pay scale, they will receive a longevity bonus that results in an average increase of \$.38 in the pay scale each year*

**Staffing Levels & Wages/Salaries (Part-Time)**

Fixed Route and ADA Paratransit

CONTRACTOR definition of part-time employee: An employee scheduled to work 1,560 hours or less annually

Part-time Employees

Job Classifications:					FY 2019/20 No.	Scale
Drivers					5.00	\$ 13.50
Drivers					-	
Drivers					-	
Drivers					-	\$ -
Drivers					-	\$ -
Dispatchers					1.00	\$ 14.02
Supervisors					-	\$ -
Office/Clerical Staff					-	\$ -
Trainers					-	\$ -
Mechanics/Helpers					-	\$ -

Please list all benefits a part-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. 401K company match, safety bonus, longevity bonus once top rate is reached, life insurance

No. of part-time employees: \_\_\_\_\_ FY 2019/20  
6.00

Definitions: Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.





## STAFF REPORT

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

**Meeting Date:** August 14, 2019

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding Contract No. 1819-181 2019 Bicycle and Pedestrian School Safety Review Studies between Carson City and Headway Transportation for a total not to exceed amount of \$149,860.00 to be funded from the RTC - Safe Routes to School program.

**Staff Summary:** Carson City released a formal Request for Qualifications (RFQ) for qualified firms to submit proposals for 2019 Bicycle and Pedestrian School Safety Review Studies on February 11, 2019.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to award the contract as presented.

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

Carson City staff issued a formal Request for Qualifications (RFQ) on February 11, 2019 to identify a qualified professional services contractor to develop Bicycle and Pedestrian School Safety Review Studies for eight (8) schools within Carson City as part of the Western Nevada Safe Routes to School program. Proposals were submitted through March 1, 2019.

In response to the RFQ, four (4) proposals were submitted. Staff evaluated the proposals and ranked them utilizing the evaluation criteria contained within the RFQ. The Headway Transportation proposal, which included sub-consultants Alta Planning & Design and Angst Imaging, was determined to be the most qualified. The Headway Transportation team was notified of their selection on April 2, 2019. Staff entered into cost negotiations with Headway Transportation. After cost negotiations, it was determined that a funding shift within the Safe Routes to Schools grant was necessary to complete the project as envisioned. The funding shift was officially approved by the Nevada Department of Transportation (NDOT) on July 29, 2019. With NDOT approval secured, Carson City staff was able to finalize the contract documents for RTC consideration of approval.

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

-NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Regional Transportation Commission fund, Safe Routes to School Supplies account / 2503040-500625.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The Safe Routes to School program is reimbursable at a rate of 95% with a required 5% in-kind match requirement. NDOT has approved the funding shift to support this project, as included within Exhibit-1 of this staff report. The funding shift was made possible through salary savings from vacancies of the City’s Bicycle and Pedestrian Coordinator (Safe Routes to School Coordinator) and part-time Safe Routes to School Champion positions. This funding shift will allow a total available budget of \$149,860.00.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: NDOT Funding Shift Approval

-Exhibit-2: Draft Contract No. 1819-181

**Board Action Taken:**

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

1) _____	Aye/Nay
2) _____	_____
	_____
	_____

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



STEVE SISOLAK  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street  
Carson City, Nevada 89712

Kristina Swallow, P.E., Director

In Reply Refer to:

July 29, 2019

Lucia Maloney  
Transportation Manager  
Carson City Public Works  
3505 Butti Way  
Carson City, Nevada

RE: Funding Shift for Agreement PR062-17-063 and title change

Dear Mrs. Maloney,

Upon review of Carson City's request to shift funds within budget categories for the Safe Routes to School grant program, the Nevada Department of Transportation accepts your proposal as submitted. The amount to be shifted will not exceed:

- \$87,000 from the "Personnel" category

The new accepted amount per category is as follows:

- "Contractual" in the amount of \$162,200

This shift in funds does not affect the overall budget, nor the scope, set forth in agreement PR062-17-063.

We also accept the requested change in title only from Bicycle and Pedestrian Coordinator to Transportation Planner/Analyst.

If there are any questions, please contact me at (775) 888-7943 or email me at [ajacquez@dot.nv.gov](mailto:ajacquez@dot.nv.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Albert Jacquez".

Albert Jacquez  
Education Coordinator



# CARSON CITY NEVADA

## Consolidated Municipality and State Capital

### PUBLIC WORKS

July 13, 2019

Albert Jacquez  
Bicycle and Pedestrian Education Coordinator,  
Nevada Department of Transportation  
1263 S. Stewart Street, Suite 802-Planning Intermodal  
Carson City, NV 89712

RE: Justification Letter Requesting Funding Shift under Agmt. No. PR062-17-063

Dear Mr. Jacquez:

As discussed over the course of several recent Western Nevada Safe Routes to Schools Check-ins, our program has experienced turnover of two Bicycle and Pedestrian Coordinators over the past two years. This has not only stalled progress toward implementation of the Western Nevada Safe Routes to Schools 2018-2020 Action Plan approved by the Carson City Regional Transportation Commission (RTC) in February 2019, but has caused City management to take pause to reflect on the goals and objectives of this program as they relate to its home within the Public Works department and Carson Area Metropolitan Planning Organization (CAMPO). Please let this letter serve to reaffirm the City's commitment to the Western Nevada Safe Routes to Schools program and to thank NDOT staff for the patience you have exhibited with regard to the time we have taken to reflect on this program and determine a mutually beneficial path forward.

As discussed with you and other NDOT staff, the School Safety Review Studies that were put out for RFQ in February 2019 have envisioned beneficial outcomes that are bold and far-reaching. Since evaluation of proposals received and selection of the most qualified consultant team, good faith cost negotiations have been undertaken. After three iterations of cost negotiations, we have come to agreement with the selected firm for the project. The final cost estimate for the project is \$149,860. In order to take this contract to the RTC, we're seeking approval to shift the Safe Routes to School grant funding across categories as shown in the table below. With vacancies in the Coordinator role, and delayed hiring of additional Champions, we propose to fund this project with an \$87,000 shift from the Personnel budget category to the Contractual category. In reviewing the latest quarterly reimbursement request, we have confidence that adequate funding will remain in the Personnel category to both achieve the program's objectives, as well as to support an evolution of the Safe Routes to School Coordinator position itself, as described below.



## CARSON CITY NEVADA Consolidated Municipality and State Capital PUBLIC WORKS

In addition to the funding shift, reflection of the goals and objectives of the program and the long-term function and role of the Bicycle and Pedestrian Coordinator have led us to the determination that an evolution of the position is necessary. This evolution will allow the position to better align with the Transportation division's career ladder, ultimately improving public transparency, staff morale, and team effectiveness. With this letter, we are seeking your formal approval for the role of *Western Nevada Safe Routes to School Coordinator* to be hereafter filled by a *Transportation Planner/Analyst* instead of a *Bicycle and Pedestrian Coordinator*. I have attached the job descriptions for these two positions to this letter for your review.

The salary for the Transportation Planner/Analyst is slightly higher than the Bicycle and Pedestrian Coordinator, however, there exists a savings in grant funds from the multiple vacancies experienced after the departures of the past two program coordinators. Risk of exceeding our budgeted personnel budget category will be mitigated through careful monitoring of Safe Routes to School Champion expenditures. Once hired, the Transportation Planner/Analyst will be assigned the responsibilities of the Western Nevada Safe Routes to School Coordinator just as the Bicycle and Pedestrian Coordinator has done in the past. This employee and will lead implementation of the Program's Action Plan and the School Safety Review Studies. This evolution will not come at a detriment to the critical role this employee serves for the Western Nevada Safe Routes to Schools Program, but rather, is intended to draw candidates with a more specified background and skill-set than has been previously recruited. With your approval and confirmation that this position change will not jeopardize the grant funding, City staff will bring the item to the Board of Supervisors for consideration of approval.

Approved Budget Category	Approved Budget (March. 2017)	Approved Budget Shift (Feb. 2018)	Approved Budget Shift (Jan. 2019)	Proposed Budget Shift (July 2019)
<b>Personnel</b>	\$448,283.00	\$412,283.00	\$412,283.00	\$325,283.00
<b>Contractual</b>	\$25,200.00	\$25,200.00	\$75,200.00	\$162,200.00
<b>Travel</b>	\$23,530.00	\$23,530.00	\$23,530.00	\$23,530.00
<b>Equipment</b>	\$30,050.00	\$30,050.00	\$30,050.00	\$30,050.00
<b>Supplies</b>	\$45,512.00	\$81,512.00	\$62,512.00	\$62,512.00
<b>Other</b>	\$44,925.00	\$44,925.00	\$13,925.00	\$13,925.00
<b>Total</b>	\$617,500.00	\$617,500.00	\$617,500.00	\$617,500.00



## CARSON CITY NEVADA Consolidated Municipality and State Capital PUBLIC WORKS

We thank the Nevada DOT for your leadership in coordinating this important statewide program. If you or other Nevada DOT staff has any questions regarding this justification letter or our ongoing commitment and partnership with the Nevada DOT for creating safe routes to schools throughout western Nevada, please contact me at (775) 283-7396.

Sincerely,

Lucia D. Maloney, PMP; Transportation Manager

CC: William Storey, Multimodal Section Chief, NDOT; Catherine Balcon, State Safe Routes to Schools Coordinator, NDOT

Attachments:

- RFQ 1819-181 – 2019 Bicycle & Pedestrian School Safety Review Studies, Final Cost Proposal
- Bicycle and Pedestrian Coordinator Job Description
- Transportation Planner/Analyst Job Description

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112

Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental  
Engineering, Transportation, Capital Projects

4/18/2019

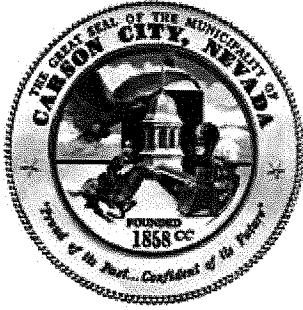


Cost Proposal for:

2019 Bicycle & Pedestrian School Safety Review Studies  
(RFQ# 1819-181)

	Billing Rate/ Hour	HEADWAY TRANSPORTATION				ALTA PLANNING + DESIGN			ANGST IMAGING	ODCs \$	Task Total	
		CHILSON Project Manager 220	PEIFFER Senior Planner 150	AXTELL Planner 130	STACEY Admin Support 80	HONDORP Principal 325	RAMSEY Planning Associate 145	BERGER Senior Planner 122	ANGST Principal 150			
Tasks		Hours										
Phase 1	0.0 Phase 1 - Project Management, Invoicing, Progress Reports	4	12		10		2				\$3,770	2.52%
	1.0 Kick-Off School Coordination Meetings	16	24			4	4	8			\$9,976	6.66%
	2.0 Data Collection, Updates, Survey		24								\$3,600	2.40%
	3.0 Assessment Studies	10	80	80		4	30	20	40	\$2,000	\$40,690	27.15%
	<b>Phase 1 Hours:</b>	<b>30</b>	<b>140</b>	<b>80</b>	<b>10</b>	<b>8</b>	<b>36</b>	<b>28</b>	<b>40</b>			
	<b>Phase 1 Budget:</b>	<b>\$6,600</b>	<b>\$21,000</b>	<b>\$10,400</b>	<b>\$800</b>	<b>\$2,600</b>	<b>\$5,220</b>	<b>\$3,416</b>	<b>\$6,000</b>	<b>\$2,000</b>	<b>\$58,036</b>	
	Phase 2	4.0 Implementation Reports	20	40	60		4	54	60			\$34,650
5.0 Presentations		10	40	20		4	40			\$1,000	\$18,900	12.61%
6.0 Phase 2 - Project Management, Invoicing, Progress Reports		8	10		14						\$4,380	2.92%
7.0 Final Reports and Project Materials		12	110	40		4	30	32			\$33,894	22.62%
<b>Phase 2 Hours:</b>		<b>50</b>	<b>200</b>	<b>120</b>	<b>14</b>	<b>12</b>	<b>124</b>	<b>92</b>	<b>0</b>			
<b>Phase 2 Budget:</b>		<b>\$11,000</b>	<b>\$30,000</b>	<b>\$15,600</b>	<b>\$1,120</b>	<b>\$3,900</b>	<b>\$17,980</b>	<b>\$11,224</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$91,824</b>	
<b>Total Project Hours</b>		<b>80</b>	<b>340</b>	<b>200</b>	<b>24</b>	<b>20</b>	<b>160</b>	<b>120</b>	<b>40</b>			
<b>Total Project Budget</b>	<b>\$17,600</b>	<b>\$51,000</b>	<b>\$26,000</b>	<b>\$1,920</b>	<b>\$6,500</b>	<b>\$23,200</b>	<b>\$14,640</b>	<b>\$6,000</b>	<b>\$3,000</b>	<b>\$149,860</b>		

Total: \$149,860



**CONSOLIDATED MUNICIPALITY OF  
CARSON CITY**

Department of Human Resources  
201 North Carson Street, Suite 4,  
Carson City, NV 89701-4289  
775-887-2103  
<http://www.carson.org>

**INVITES APPLICATIONS FOR THE POSITION OF:  
Bicycle and Pedestrian Coordinator**

*An Equal Opportunity Employer*

**SALARY**

\$25.08 - \$37.62 Hourly    \$4,347.70 - \$6,521.51 Monthly    \$52,172.43 - \$78,258.13 Annually

**OPENING DATE:** 07/10/18

**CLOSING DATE:** Wed. 07/25/18 5:00 PM Pacific Time

**THE POSITION**

Under general direction, the Bicycle and Pedestrian Coordinator is responsible for active transportation planning efforts, including administration of the Safe Routes to Schools (SRTS) program.

*\*\*This is a grant funded position and as such employees are responsible for knowing and abiding by the rules of the grant. This position will continue to be funded as long as the grant is renewed.\*\**

**EXAMPLES OF DUTIES**

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.***

- Serve as initial point of contact regarding active transportation issues.
- Assess bicycle and pedestrian needs by compiling and analyzing data and coordinating active transportation planning activities as described in CAMPO's Unified Planning Work Program (UPWP).
- Promote bicycle and pedestrian mobility and safety for all residents.
- Under direction, assists with implementation and programming of the Complete Streets Performance Monitoring Program.
- Install and remove bicycle and pedestrian counters as required.
- Download and analyze data obtained from bicycle and pedestrian counters.
- Collaborate with planners to review projects for active transportation considerations.
- Recommend policies and programs to promote and enhance active transportation.
- Plan, organize, coordinate and participate in the development, administration, and evaluation of the regional Safe Routes to Schools (SRTS) program.
- Recruit community organizations, resource people and potential participants for support and assistance in SRTS implementation.
- Communicate orally and in writing, SRTS and active transportation needs, concerns and resources.
- Maintain cooperative working relationships with public agencies, and coordinate SRTS and bicycle and pedestrian safety program activities with those of other departments and outside agencies and organizations.
- Prepare and distribute educational information and promotional activities to the public.
- Attend and participate in various organizations and meetings as assigned.



- Coordinate with stakeholders on grant applications and administration.
- Use standard office equipment, including a computer, in the course of the work.
- Demonstrate courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

### **TYPICAL QUALIFICATIONS**

*To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.*

#### **Education and Experience:**

Bachelor's degree in planning or a related field; AND one (1) year of bicycle and pedestrian-related planning, grant management, or Safe Routes to Schools program administration experience; OR an equivalent combination of education, training and experience as determined by Human Resources.

#### **REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- A valid driver's license
- League Cycling Instructor (LCI) certification at time of hire, or ability to obtain within one year of hire

#### **Required Knowledge and Skills**

Knowledge of:

- Current active transportation issues including best practices.
- Principles and practices of SRTS programming.
- Principles and practices of grant administration and/or program management.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Computer applications related to the work.
- Techniques for dealing with a variety of individuals, at all levels of responsibility, in person, via email, and over the telephone.
- Communicating effectively in oral and written forms.

Skill in:

- Coordination and implementation of active transportation projects and the SRTS program.
- Education of public on a variety of SRTS and active transportation-related issues.
- Explaining local active transportation issues.
- Communication of active transportation issues clearly and concisely, both orally and in writing.
- Applying Federal, State, and local policies, procedures, laws and regulations.
- Gaining cooperation through discussion and persuasion.
- Speaking effectively before large and small groups of all ages.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Using initiative and independent judgment within established procedural guidelines.

#### **SUPERVISION RECEIVED AND EXERCISED:**

***Under General Supervision*** – Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

#### **PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; agility to traverse rough terrain; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and weather conditions in execution of field duties; ability to operate a motor vehicle and safely travel to a variety of offsite locations.

APPLICATIONS MAY BE OBTAINED AND FILED ONLINE AT:

<http://www.carson.org>

OR

201 North Carson Street, Suite 4,  
Carson City, NV 89701-4289

EXAM #904

BICYCLE AND PEDESTRIAN COORDINATOR

MB



**CONSOLIDATED MUNICIPALITY OF  
CARSON CITY**

Department of Human Resources  
201 North Carson Street, Suite 4,  
Carson City, NV 89701-4289  
775-887-2103

<http://www.carson.org>

**INVITES APPLICATIONS FOR THE POSITION OF:  
Transportation Planner/Analyst**

*An Equal Opportunity Employer*

**SALARY**

\$27.59 - \$41.39 Hourly    \$4,782.53 - \$7,173.76 Monthly    \$57,390.32 - \$86,085.17 Annually

**OPENING DATE:** 11/28/18

**CLOSING DATE:** Thu. 12/13/18 5:00 PM Pacific Time

**THE POSITION**

**This is a full-time, non exempt position with Carson City Public Works.** Under general supervision, provides professional transportation planning support for City projects and programs.

**EXAMPLES OF DUTIES**

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.***

- Contributes to multi-modal transportation systems planning, including data collection, analysis, and technical reporting.
- Contributes to successful implementation of the MPO's performance-based planning activities, including monitoring and evaluating performance measures, and establishing performance targets to meet federal and State requirements.
- Performs research, studies, administrative and technical activities necessary to achieve planning project or program objectives.
- Contributes to development of long-range Regional Transportation plan updates; coordinates with other jurisdictions, agencies, special interest groups, State and federal government as required.
- Cooperates and coordinates efforts with planning departments, transit agencies, special interest groups, State and federal agencies.
- Updates and maintains the Transportation Improvement Program (TIP) to comply with federal requirements and maintain funding/eligibility for programmed projects.
- Conducts transportation system analysis using mapping, travel demand modeling, database, statistical, or other related software(s).
- Prepares agendas, presents information, and seeks input from CAMPO Board, RTC and other associated Boards and Commissions.
- Contributes to the development and implementation of the Unified Planning Work Program for the MPO.
- Represents the City and/or the MPO on working groups, committees and task forces.
- Prepares maps, charts, models, sketches and other graphic presentations; prepares reports, presentations, correspondence and other written materials that contribute to the strategic advancement of department objectives.
- Organizes own work, sets priorities and meets critical deadlines.

- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a team.
- Demonstrates courteous and cooperative behavior when interacting with elected officials, public and City staff; acts in a manner that promotes a harmonious and effective workplace environment.

### **TYPICAL QUALIFICATIONS**

*To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.*

#### **Education and Experience:**

Bachelor's Degree with major course work in city, regional, environmental, transportation or urban planning, public or business administration, or related field; AND two (2) years of professional transportation planning experience; OR an equivalent combination of education, training and experience as determined by Human Resources.

#### **REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- Valid Driver's License.

#### **Required Knowledge and Skills**

Knowledge of:

- Geographic Information Systems (GIS).
- Objectives, principles, procedures, standards, practices, information services and trends in the field of professional planning.
- Land use, physical design, demographic, environmental and social/economic concepts as applied to the transportation planning process.
- Statistical analysis techniques and mathematical concepts.
- Application, modification, and interrelationships between ordinances, policies, standards, procedure and practices associated with the planning function.
- Applicable federal, state and local laws and regulations.
- Terminology, symbols, methods and techniques used in planning and map drafting.
- Local government organization and the functions and practices of transportation planning.
- Computer applications related to the work.
- Principles and practices of grant application and management.
- Principles and practices of project management and/or contract procurement.
- Business letter writing and the standard format for typed materials.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.

Skill in:

- Performing basic Travel demand modeling.
- Conducting complex planning studies and activities.
- Performing and coordinating activities, such as the collection and analysis of data and the preparation of technical reports and recommendations.
- Exercising sound independent judgment within established procedural guidelines.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Using tact, discretion and prudence in dealing with those contacted in the course of the work.
- Project management.
- Dealing successfully with advisory boards, agencies, elected officials, city staff at various levels, the public, in person and over the telephone.

#### **SUPERVISION RECEIVED AND EXERCISED:**

***Under General Supervision*** - Incumbents at this level are given assignments and objectives

that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

**PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; agility to traverse rough terrain; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone; exposure to traffic conditions and weather conditions in execution of field duties.

**SUPPLEMENTAL INFORMATION**

**CONDITIONS OF EMPLOYMENT:**

1. *All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason, or no reason.*
2. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
3. *Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.*
4. *Employees may be required to complete Incident Command System training as a condition of continuing employment.*
5. *New employees are required to submit to a fingerprint based background investigation which cost the new employee \$52.25 and a drug/alcohol screen which costs \$36.50. Employment is contingent upon passing the background and the drug/alcohol screen.*
6. *Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at [www.ucis.gov](http://www.ucis.gov)*
7. *Carson City is an Equal Opportunity Employer.*

APPLICATIONS MAY BE OBTAINED AND FILED ONLINE AT:

<http://www.carson.org>

OR

201 North Carson Street, Suite 4,  
Carson City, NV 89701-4289

EXAM #00580\_11.2018  
TRANSPORTATION PLANNER/ANALYST  
MM

**Transportation Planner/Analyst Supplemental Questionnaire**

- \* 1. The Transportation Planner/Analyst contributes to successful implementation of the MPO's performance-based planning activities. This includes monitoring and evaluating performance measures and establishing performance targets to meet federal and state requirements. Briefly share your knowledge and experience in these areas.

- \* 2. The Transportation Planner/Analyst may be provided considerable latitude with respect to the long-term direction of Carson Area Metropolitan Planning Organization's transportation system monitoring and reporting. Please describe one idea you would bring to this position for improving either the way the City analyzes or communicates technical information to stakeholders and the public.
  
- \* 3. What strategies do you value to build and maintain effective working relationships with individuals one would expect to work with in the public sector (citizens, elected officials, peers, employees, contractors, etc.)?
  
- \* 4. Describe a time when you had to communicate something technical to a non-technical audience. What tools or techniques did you use to get your point across?
  
- \* 5. Describe your ArcGIS experience.
  
- \* 6. What challenges are you looking forward to in this position?
  
- \* Required Question

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1819-181**

**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

THIS CONTRACT made and entered into this 14th day of August, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Headway Transportation, LLC, hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

**WHEREAS**, this Contract (does involve ) (does not involve ) a "public work" construction project, 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, CONSULTANT'S** compensation under this agreement (does ) (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 **CONSULTANT** for **CONTRACT No. 1819-181** (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 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

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

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

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

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

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

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

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized



# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-181

Title: 2019 Bicycle and Pedestrian School Safety Review Studies

officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** 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 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** 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.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** 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.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: 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 SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** 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 **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

(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.

2.7.3.3.2 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. **CONSULTANT**, 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.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** 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 **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 **FAIR EMPLOYMENT PRACTICES:** Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

**2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT 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.***

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** 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 **CONSULTANT** 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.

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

2.8 **CITY Responsibilities:**

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

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

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

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

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from August 14, 2019, subject to Carson City Regional Transportation Commission approval (anticipated to be August 14, 2019) to June 30, 2020, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

addressed to the other party at the address specified below.

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

Loren E. Chilson, Principal  
Headway Transportation, LLC  
5482 Longley Lane, Suite B  
Reno, NV 89511  
775-322-4300  
[LChilson@HeadwayTransportation.com](mailto:LChilson@HeadwayTransportation.com)

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

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

**5. COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Forty Nine Thousand Eight Hundred Sixty Dollars and 00/100 (\$149,860.00), and hereinafter referred to as "Contract Sum".

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

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

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

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

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the

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

**7. CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

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

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

**7.2 Termination for Nonappropriation:**

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

**7.3 Cause Termination for Default or Breach:**

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

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

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

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

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

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

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

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

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

### 7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

### 7.6 Notice of Termination:

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

## 8. REMEDIES:

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

## 9. LIMITED LIABILITY:

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

## 10. FORCE MAJEURE:

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

## 11. INDEMNIFICATION:

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

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

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warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

## 12. **INDEPENDENT CONTRACTOR:**

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

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

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



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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

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

13.9 **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.

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **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**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to

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

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **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.

#### 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

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

- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **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.
- 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

**14. BUSINESS LICENSE:**

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

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

**15. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**16. WAIVER OF BREACH:**

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

**17. SEVERABILITY:**

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

**18. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the

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assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

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

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

**20. PUBLIC RECORDS:**

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

**21. CONFIDENTIALITY:**

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

**22. FEDERAL FUNDING:**

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

*22.1.1 **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.*

*22.1.2 **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.*

*22.1.3 **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,*

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-181

Title: 2019 Bicycle and Pedestrian School Safety Review Studies

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 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 Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 23. LOBBYING:

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

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

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

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

## 24. GENERAL WARRANTY:

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

## 25. PROPER AUTHORITY:

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

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

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(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 **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

## 27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1819-181**

**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**28. ENTIRE CONTRACT AND MODIFICATION:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

**29. ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Account: \_\_\_\_\_

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Lucia Maloney, Transportation Manager  
Telephone: 775-283-7396



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

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

**CONSULTANT**  
**BY:** Loren E. Chilson  
**TITLE:** Principal  
**FIRM:** Headway Transportation, LLC  
**CARSON CITY BUSINESS LICENSE #:** 19-00028410  
**Address:** 5482 Longley Lane, Suite B  
**City:** Reno **State:** NV **Zip Code:** 89511  
**Telephone:** 775-322-4300  
**E-mail Address:** LChilson@HeadwayTransportation.com

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

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

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

)ss

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

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

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

(Notary Stamp)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-181**  
**Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 14, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-181**. Further, the Regional Transportation Commission authorizes the Chairperson 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 14<sup>th</sup> day of August 2019.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this this 14<sup>th</sup> day of August 2019.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
 Contract No. 1819-181  
 Title: 2019 Bicycle and Pedestrian School Safety Review Studies**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works-Transportation  
 Attn: Lucia Maloney  
 3505 Butti Way  
 Carson City NV 89701

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

Original Contract Sum                     \$ \_\_\_\_\_  
 Less amount previously billed             \$ \_\_\_\_\_  
 = contract sum prior to this invoice     \$ \_\_\_\_\_  
 Less this invoice                            \$ \_\_\_\_\_  
 =Dollars remaining on Contract         \$ \_\_\_\_\_

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



March 1, 2019

Carol Akers, Purchasing and Contracts Administrator  
Carson City Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, Nevada 89701

### Statement of Qualifications – RFQ #1819-181 (2019 Bicycle & Pedestrian School Safety Review Studies)

Dear Ms. Akers & Selection Committee Members,

Headway Transportation is pleased to submit this Statement of Qualifications to provide professional services for the 2019 Bicycle and Pedestrian School Safety Review Studies project. Our team brings local knowledge and nationally recognized expertise together to create **the most well-rounded team for this project**. Headway has worked with Carson City for many years, served as on-call traffic engineer since 2015, and has already studied travel patterns for bicyclists and pedestrians at three of the study schools. **Alta Planning + Design** has over 18 years of experience working on **hundreds of Safe Routes to School plans** across the country and will apply this wealth of experience to the Carson City context. We are sincerely committed to developing a comprehensive and forward-thinking plan to increase the number of students walking and bicycling to school and improve the walking and bicycling networks throughout Carson City.

We have developed an adaptive technical approach which will allow us to utilize the best data collection technology for the job based on Carson City Public Works staff input. We will tailor our approach to employ either **LIDAR or ArcGIS Mobile Applications** in order to right-size the use of technology for the amount of effort required. We will also utilize **drone video-footage** to gain a bird's-eye view of traffic flows and pinch points at each school during pick-up/drop-off periods.

In addition to our adaptive technical approach, we are highly skilled at managing large-scale projects and completing them on-time and within budget through proactive communication, schedule management, and budget tracking. We pride ourselves on our project management history with **every project having been completed on-time** and 95% of our projects being completed within the original budget. The other 5% of projects have included only pre-authorized increases due to requested additional scope of work.

As firm owner and Principal-in-Charge, I can independently and quickly make decisions to best serve Carson City. Our Reno office is located just a short distance from your office, which enables us to respond quickly to City requests.

We enthusiastically submit our Statement of Qualifications and welcome the opportunity to demonstrate our top notch team and approach. Please do not hesitate to contact me at (775) 322 – 4300, Lchilson@HeadwayTransportation.com, or at our office at 5482 Longley Lane, Suite B, Reno, NV 89511, with any questions. We look forward to serving you!

Sincerely,  
HEADWAY TRANSPORTATION, LLC

A handwritten signature in blue ink, appearing to read "Loren E. Chilson", is written over the typed name.

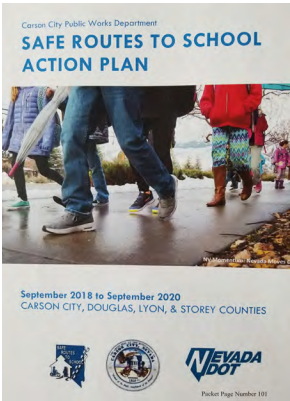
Loren E. Chilson, PE  
Principal

# Statement of Project Understanding

Carson City is focused on creating safer, more efficient walking and bicycling access to schools for local elementary and middle school students in order to encourage greater use of alternative modes to get to school. Carson City has worked to improve pedestrian and bicycling safety under various programs throughout recent years but began a formal Safe Routes to School effort in 2018 as part of the Western Nevada Safe Routes to School (WN-SRTS) program. The Carson City Public Works staff began this effort by developing the current Safe Routes to School Action Plan throughout 2018 in order to empower schools and local communities to develop Safe Routes to School (SRTS) programs which best meet local needs. With the overarching goal of getting more students to walk and bicycle to school, the Action Plan focused on the six E’s when identifying action items for implementation. The “six E’s” are known as:

- 1. Education
- 2. Encouragement / Empowerment
- 3. Enforcement
- 4. Engineering
- 5. Evaluation / Planning
- 6. Equity

The Action Plan identified a total of twenty-two (22) action items intended to improve safety and well-being of students, families and school/faculty traveling to-and-from school by foot, bicycle, and other active modes. Of the twenty-two (22) specific action items, the Bicycle & Pedestrian School Safety Review Studies RFQ represents the implementation of five (5) action items identified in the Action Plan. These include:



- **Action Item 2** – Develop Shapefile of Crossing Guard Locations
- **Action Item 19** – Provide Technical Assistance to Schools to Improve Travel Safety
- **Action Item 20** – Conduct other School Traffic Safety Infrastructure Inventory for Street Lighting, Sidewalks, Curb Ramps, Crosswalks, etc.
- **Action Item 21** – Develop Recommended Safe Routes Walk/Bike Maps
- **Action Item 22** – Conduct Bike Parking Inventory at Schools

The completion of these action items is critical to assist in the development and implementation of SRTS programs at all eight Carson City schools and thus the implementation of the Action Plan itself. Additionally, the data collection and identified projects which result from the School Safety Review Studies effort **will assist in the development of projects included in the forthcoming Regional Transportation Plan update.**

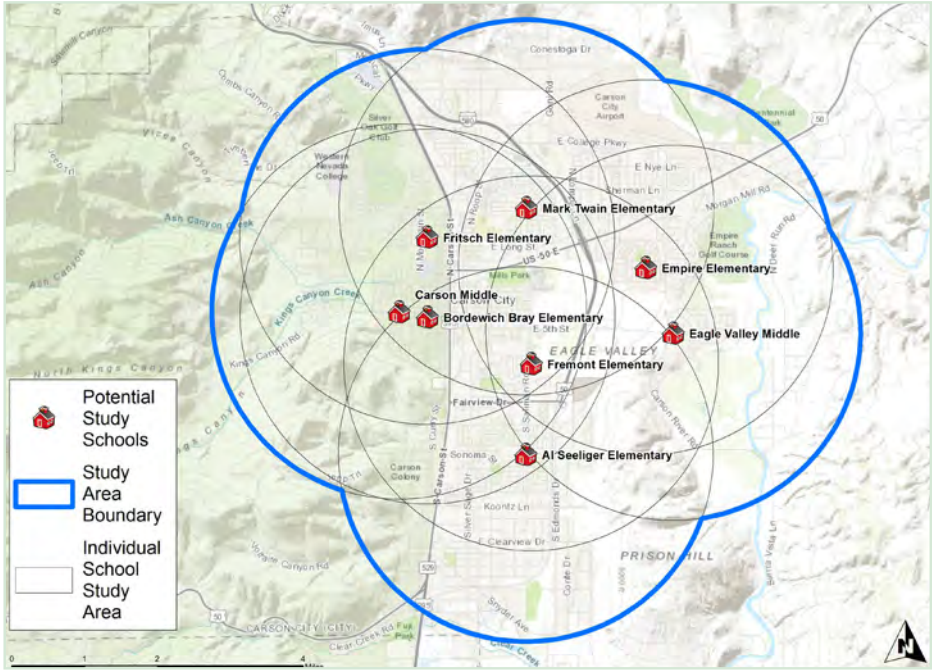


Figure 1. Study School Walk/Bike Zones

The eight (8) schools included in this project and their associated 2-mile radius walk/bike zones are shown in **Figure 1**. There is a significant amount of overlap between the walk/bike zones across the city. As the full study area encompasses a majority of the Carson City footprint, there is an opportunity for significant consolidation of data collection. Throughout our specific approach, detailed in the following section, we have identified cutting edge strategies to increase data collection efficiency including LiDAR (**Figure 2**), mobile GIS applications, and aerial drone video data collection. The use of these cutting-edge technologies will result in budget savings and a more efficiently delivered project for Carson City.



**Figure 2. LiDAR Sensor for large-scale data collection**

By evaluating the pedestrian & bicycle network of Carson City in a holistic way, the resulting program of projects for each school will fit seamlessly into a planned overall network. Bolstering this holistic approach with an individual site visit for each school location will help create truly tailored solutions for the transportation issues unique to each school location as well as the transportation issues along the bicycle & pedestrian network between schools.



**Figure 3. End of School Zone East of Bordewich Bray Elementary**



**Figure 4. Snow Removal on South side of King Street across from Carson Middle School**

Each individual school has unique transportation issues, and factors impacting potential transportation improvements (i.e. drainage, snow removal, high speeds, right of way), which require special solutions. We understand that as the severity of these issues varies so too does the amount of attention required to address them. Three schools (Carson Middle School, Bordewich Elementary School, and Eagle Valley Middle School) have been studied by our team in the past. Two schools (Carson Middle & Bordewich Elementary) may have more pressing needs for immediate attention of the project team. We will schedule and conduct the Kick-Off and Coordination meetings with school officials at these locations first in order to begin addressing the most urgent issues.



**Figure 5. Mexican Ditch Trail crossing on E. 5th Street east of Eagle Valley Middle School**

Our team has unparalleled experience both conducting Safe Routes to School studies and implementing Safe Routes to School programs nationally, has direct local knowledge and **experience with travel patterns surrounding over a third of study schools**, and proposes cutting-edge data collection technology throughout our specific approach (detailed in the following section). With our unsurpassed experience, local knowledge, and cutting-edge technology we are committed to delivering to Carson City an engaging and comprehensive Safe Routes to School Plan.

# Key Personnel

## Headway Transportation

Established in 2010, Headway Transportation (originally Traffic Works) was founded to provide clients exceptional service and value in traffic engineering and transportation planning. Headway has quickly become recognized as a leading traffic engineering and transportation planning specialty firm in Northern Nevada, with extensive local knowledge and agency relationships, as well as outstanding skills, expertise, and flexibility. The firm is healthy and financially stable, continually increasing staff and technical resources, and realizing company growth. Our active involvement with numerous local agencies throughout Northern Nevada is clear evidence of our strong reputation and quality services. We have worked extensively with Carson City over the past seven years, having completed numerous projects within and for the City and served as an on-call traffic engineer from 2015 through 2019. Our convenient office location in Reno, NV has allowed us to serve Carson City with ease.

### **RECENT PUBLIC AGENCY CLIENTS:**

- City of Carson City, NV
- Regional Transportation Commission of Washoe County, NV
- City of Sparks, NV
- City of Elko, NV
- Town of Truckee, CA
- Tahoe Regional Planning Agency
- City of Chico, CA
- Town of Paradise, CA

Headway specializes in all facets of traffic engineering and transportation planning including Safe Routes to School programs, bicycle & pedestrian planning, traffic calming programs, GIS data collection & analysis, and multimodal facility design. Our experienced staff is skilled at combining complex analysis, and agency goals, with public input, to successfully prepare transportation plans and designs which jurisdictions can rely on to guide future growth, increase safety, and improve operations.

## Alta Planning + Design

Alta Planning + Design is North America’s leading multimodal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, park, and trail corridors and systems. Founded in 1996, Alta has more than 200 staff in 30 offices across North America. Alta offers over 18 years of experience as a firm leading Safe Routes to School (SRTS) programs, as well as a wide range of management and program development services related to school transportation. Alta’s experience ranges from managing citywide encouragement programs, to conducting school walking audits and recommending engineering improvements, to conducting surveys and mode shift analysis.

## Key Staff

Our team is highly experienced in all facets of Safe Routes to School programs from multimodal data collection to public participation. Our experienced staff have worked for numerous local agencies throughout Nevada and California for decades. With such vast experience we are well suited to deliver context sensitive solutions and practical advice to Carson City with an intimate knowledge of local transportation issues.



### **Loren Chilson, PE – Principal/Project Manager**

Loren is the founder and Principal Engineer of Headway Transportation. Loren has over 21 years of experience in traffic engineering and transportation planning services including corridor studies, multimodal planning studies, and traffic operations analysis and simulation. He is well versed in identify unique solutions for complex transportation issues including bicycle & pedestrian access and circulation issues. He will be the project manager and main point of contact for this project.

**HIGHLIGHTED PROJECT EXPERIENCE:  
CARSON CITY SCHOOL ZONE EVALUATION**



#### **Cole Peiffer, AICP - Senior Planner**

Cole is a highly skilled Senior Planner at Headway with over 6 years of experience on a wide range of transportation planning projects across Northern Nevada. Cole is well versed in bicycle & pedestrian planning and design best practices, GIS data collection and analysis, public participation efforts, and developing focused recommendations aimed at solving complex transportation problems while benefiting all stakeholders involved. Cole recently served as a Planner at RTC Washoe where he managed all GIS data and analysis for the entire agency for 3 years. Cole is highly experienced with GIS analysis and collection.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**RTC WASHOE BICYCLE & PEDESTRIAN DATA COLLECTION PROGRAM**



#### **Rich Pettinari, PE – Associate Engineer**

Rich Pettinari, PE, is an Associate Engineer at Headway with over 14 years of experience in roadway and intersection design. Rich's experience includes managing roadway design projects from the beginning phases all the way through the completion of construction. Rich is an expert on the processes and requirements associated with public projects, having worked on public work projects for his entire professional career. He will provide support for project cost estimates and provide input on civil engineering issues such as drainage.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**E. LONG ST & RUSSELL AVE PEDESTRIAN CROSSING REVIEW**



#### **Marissa Harned, PE - Associate Engineer/Transportation Planner**

Marissa Harned, PE, is an Associate Transportation Engineer/Planner with 9 years of experience in the industry. She specializes in traffic impact studies and environmental impact reports, traffic operations analysis and simulation, multimodal operations analysis, transportation master planning, bicycle and pedestrian planning, traffic signal coordination/synchronization, and project management. Marissa will provide support on improvement development.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**RENO-SPARKS BICYCLE & PEDESTRIAN MASTER PLAN**



#### **Sara Going, EI - Multimodal Designer**

Sara is an experienced traffic engineer who is skilled in specialized traffic signal design, computer aided drafting, data collection methods, field inventory reviews, and intersection traffic operations analysis. Sara will provide support as needed for traffic operations analysis, GIS analysis, and data collection efforts.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**WASHOE COUNTY REGIONAL ROAD SIDEWALK DIGITIZATION PROJECT**





**Dylan Axtell, EI - Transportation Analyst**

Dylan has provided a wide variety of professional support services on numerous traffic engineering and transportation projects. He specializes in traffic operations, traffic forecasting, and intersection safety. Dylan will provide support for data collection and GIS analysis.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**RTC WASHOE BICYCLE & PEDESTRIAN DATA COLLECTION PROGRAM**



**Brett Hondorf, AICP - Principal**

Brett has more than 17 years of non-motorized transportation planning and design experience. Brett has managed multimodal projects and program efforts throughout the southwest. He is a leading national bicycle and pedestrian expert, and has led numerous technical trainings attended by local agency staff and community leaders. He is recognized by the Pedestrian and Bicycle Information Center as a National Safe Routes to School instructor, and served on the Board of the Association of Pedestrian and Bicycle Professionals.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**PALO ALTO SAFE ROUTES TO SCHOOL PROGRAM**



**Kendra Ramsey - Planning Associate**

Kendra has a decade of experience in active transportation and sustainable land use planning, policy, program design, and implementation. She has cross-sector expertise in community engagement, public health, and equitable development. Prior to joining Alta, Kendra worked in the Division of Bicycle and Pedestrian Transportation for the North Carolina DOT, worked for the Safe Routes to School Technical Assistance Resource Center at the California Department of Public Health, and served as Land Use Policy Director for a Sacramento-area non-profit.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**MARYSVILLE SAFE ROUTES TO SCHOOL; SANTA MONICA SRTS PROGRAM EXPANSION**



**Danielle Berger, AICP - Senior Planner**

Danielle is a Senior Planner specializing in sustainable land use planning and active transportation. Her experience ranges from small-scale analysis of neighborhood mobility concerns to regional transit issues, active transportation, and interactive data strategies. Danielle's area of expertise lies within data visualization, transportation, and sustainable design.

**HIGHLIGHTED PROJECT EXPERIENCE:**  
**RIALTO CITYWIDE SAFE ROUTES TO SCHOOL PROGRAM**

## Demonstrated Commitment & Availability

Our project manager is just a phone call away, and physically only 30 minutes away when issues and immediate needs arise. Loren is the most readily available Principal you'll find.

Our level of commitment is very easy to explain. We are **fully committed** to delivering Carson City forward-thinking and comprehensive School Safety Review Studies for all eight schools in an efficient and engaging manner. We have always been committed to providing Carson City and other local public agencies with high quality and responsive service and we have no intention of changing our ways.

Furthermore, Headway's headquarters is in Reno. Local agencies are our number one source of work and our number one priority, period. We are and will be responsive and client focused, as that is our core tenant.

**"Carson City has retained Headway for several traffic engineering studies and the City has been pleased with the results. Loren Chilson and the rest of the staff have always acted professionally and have been a pleasure to work with."**

**- Patrick Pittenger, AICP, PTP  
Former Transportation Manager  
Carson City Public Works**

## Accessibility to Carson City Staff

Our main office is located just 30 minutes away from Carson City which allows us to be highly responsive to Carson City requests and projects. Furthermore, our seven member staff is always available on short notice because we are sincerely committed to serving local agencies, and the community we live and work in, to the best of our ability. Northern Nevada is not only our company headquarters; it's our home and primary service area.

### **Office Location:**

Headway Transportation, LLC  
5482 Longley Lane, Suite B  
Reno, Nevada 89511  
(775) 322 - 4300

Over the past eight years we have built strong relationships with numerous local agencies and at the bedrock of these relationships is our responsiveness, timeliness, and trustworthy advice to agency staff.

# Project Experience

## Carson City School Zone Evaluations – City of Carson City, NV (2013)

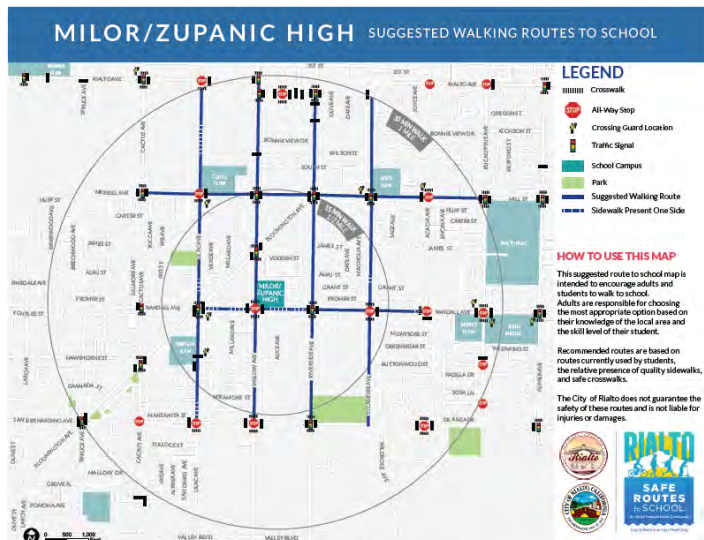
Carson City retained Headway (originally Traffic Works) to review the signing and striping of reduced speed school zones at **three school sites within the City**, identify deficiencies, and make recommendations to improve safety, speed compliance, and ensure enforceable (NRS legal) reduced speed zones. We conducted detailed field reviews, made observations, researched NRS statutes and reviewed the 2009 MUTCD, prepared exhibits of the signing and striping revisions to become compliant with the standards, and prepared a recommendations report for City implementation.



- Date:** 2013
- Reference:** Lucia Maloney, Carson City Public Works, Transportation Manager
- Contact:** (775) 283-7396
- Budget:** \$7,500

## Rialto Citywide Safe Routes to School Program, Rialto, CA (2016-Ongoing)

Alta is developing a Citywide Safe Routes to School Plan for the City of Rialto and the 29 schools within the Rialto Unified School District (19 elementary, 5 middle, and 5 high schools). The Plan includes recommendations covering the five E's (Engineering, Education, Encouragement, Enforcement, and Evaluation), with many program components implemented during the Plan development process. In developing the Plan, Alta has worked with parents, students, school staff, police, community leaders and elected officials.



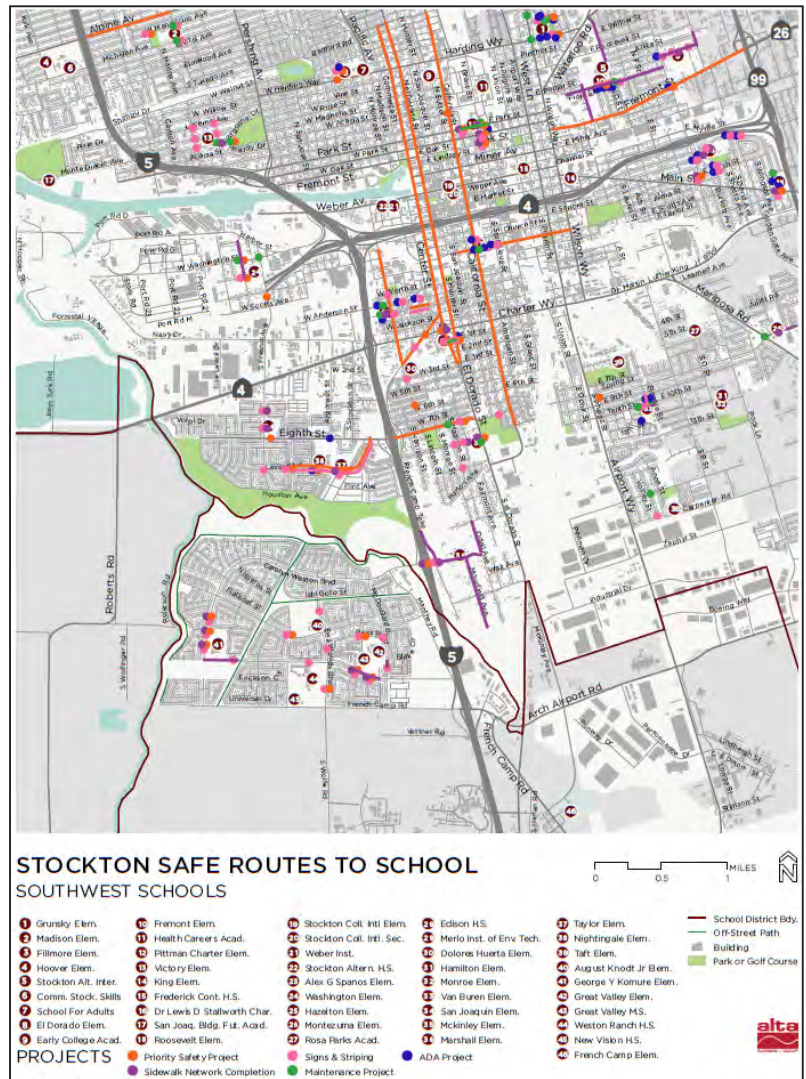
- Date:** 2016-Ongoing
- Reference:** Katie Nickel, City of Rialto, Public Works Program Coordinator
- Contact:** (909) 820-2507
- Budget:** \$1,121,420

## Stockton Citywide Safe Routes to School Plan (2015-2017)

Alta developed a citywide Safe Routes to School Plan that leverages the existing work and successes of the SRTS Pilot Program, Cycle 3 expansion of the SRTS Pilot Program, and additional investments in SRTS. The plan is a comprehensive document that identified recommendations to guide future investment in infrastructure and non-infrastructure projects.

The development of this project included a community-wide Safe Routes to School committee, community outreach and input, school access mode database, SRTS curriculum to be used in elementary schools, SRTS walking activity maps, implementation of all five “E’s”, identification and prioritization of SRTS infrastructure improvements, and SRTS website. The final product is a comprehensive SRTS plan that will ready the City and school districts for implementation; the City has already been awarded funding through the Active Transportation Program for projects identified in this Plan.

**Date:** 2015-2017  
**Reference:** Monique Raqueno, City of Stockton, Project Manager  
**Contact:** (209) 937 - 8613  
**Budget:** \$152,781



## Intersection Safety Studies, Carson City, Nevada (2011)

Headway was retained to evaluate and identify safety improvements for over ten (10) problem intersections located throughout Carson City. The various locations included some with high traffic volumes, **school zone cross-walks**, bicycle lanes, pedestrian paths, urban settings, residential settings, and adjacency to freeway interchanges. Headway completed field observations, auto/pedestrian/bike data collection, accident data review, sight distance assessment, interviews with school district staff and local residents, level of service analysis, stop sign warrant studies, and engineering reports to provide recommendations and solutions for the study locations

**Date:** 2011  
**Reference:** Lucia Maloney, Carson City Public Works, Transportation Manager  
**Contact:** (775) 283 - 7396  
**Budget:** \$17,000



### Sparks Blvd Multimodal Corridor Study, RTC, Sparks, Nevada (2015)

Headway was selected as the prime consultant for this RTC administered multimodal corridor study. This study encompasses the entire length of Sparks Blvd, from Pyramid Highway to the southern terminus with the Southeast Connector. The study focused on safety, traffic operations, the pedestrian / bicycle environment, and the future traffic volume forecasts (once the Southeast Connector is completed). Headway completed a thorough walking audit and compiled existing conditions for the length of the corridor using **Mobile GIS data capture technology**. Using this technique, Headway produced a geodatabase containing the exact GPS location of all existing signs, roadside objects, bike lanes, sidewalks, transit stops, and corridor deficiencies. With this geodatabase we were able to use EsriGIS to query specific corridor deficiencies, such as bicycling connectivity issues, to identify future mitigations and prioritize projects. Furthermore, Headway analyzed the existing roadway and intersection capacity and level of service, using the regional travel demand model projected future volumes, and analyzed future capacity and level of service for the corridor and all of the signalized intersection. Headway developed alternative improvements and mitigation concepts for short term and long term implementation. The final report format was a 11" x 17" landscape report, which was ideal for this study as it provided for plans for proposed mitigations to be included within the report.

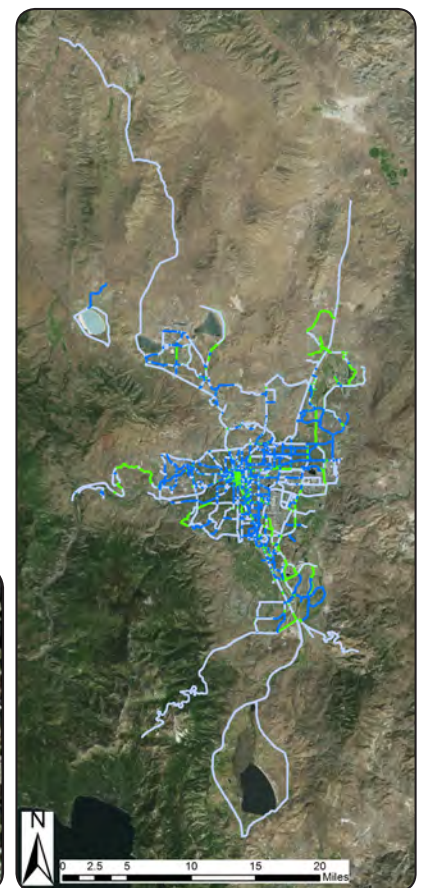


**Date:** 2015  
**Reference:** Amy Cummings, RTC Washoe, Deputy Executive Director  
**Contact:** (775) 348-0171  
**Budget:** \$220,000

### Washoe County Regional Road Sidewalk Digitization Project (2015)

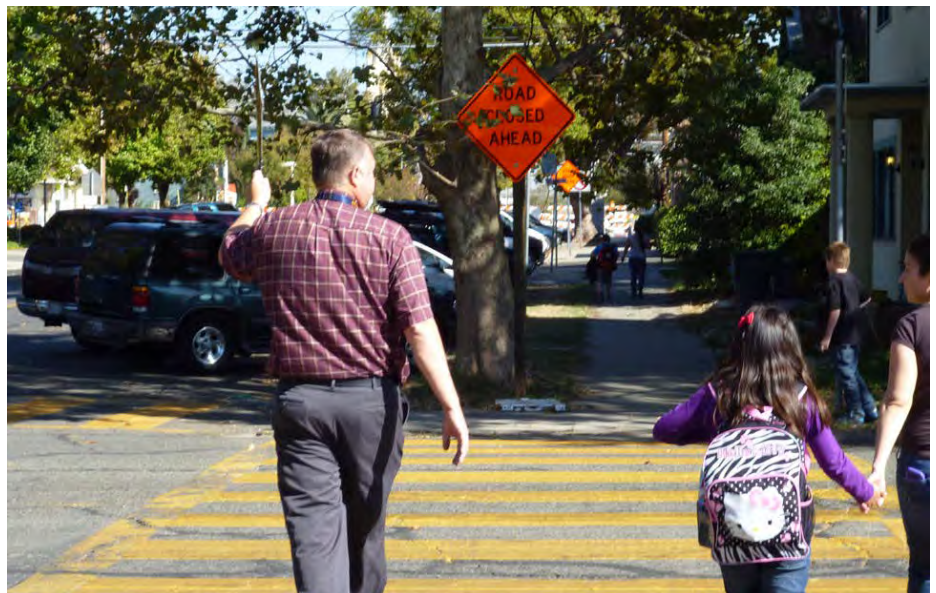
Headway was retained by RTC Washoe to produce a **geodatabase containing the width and location of sidewalks along 474 miles of regionally significant roads throughout Washoe County**. Using a combination of ArcGIS and georeferenced imagery, Headway measured and coded the widths of existing sidewalks at a high degree of accuracy as frequently as every quarter mile along a study roadway. This project resulted in a detailed GIS layer which has helped to quickly and efficiently identify sidewalk gaps in the current pedestrian network. Creating this sidewalk layer has allowed the RTC Washoe to keep an up to date record of the pedestrian network as new sidewalks are constructed.

**Date:** 2015  
**Reference:** Amy Cummings, RTC Washoe, Deputy Executive Director  
**Contact:** (775) 348-0171  
**Budget:** \$23,000

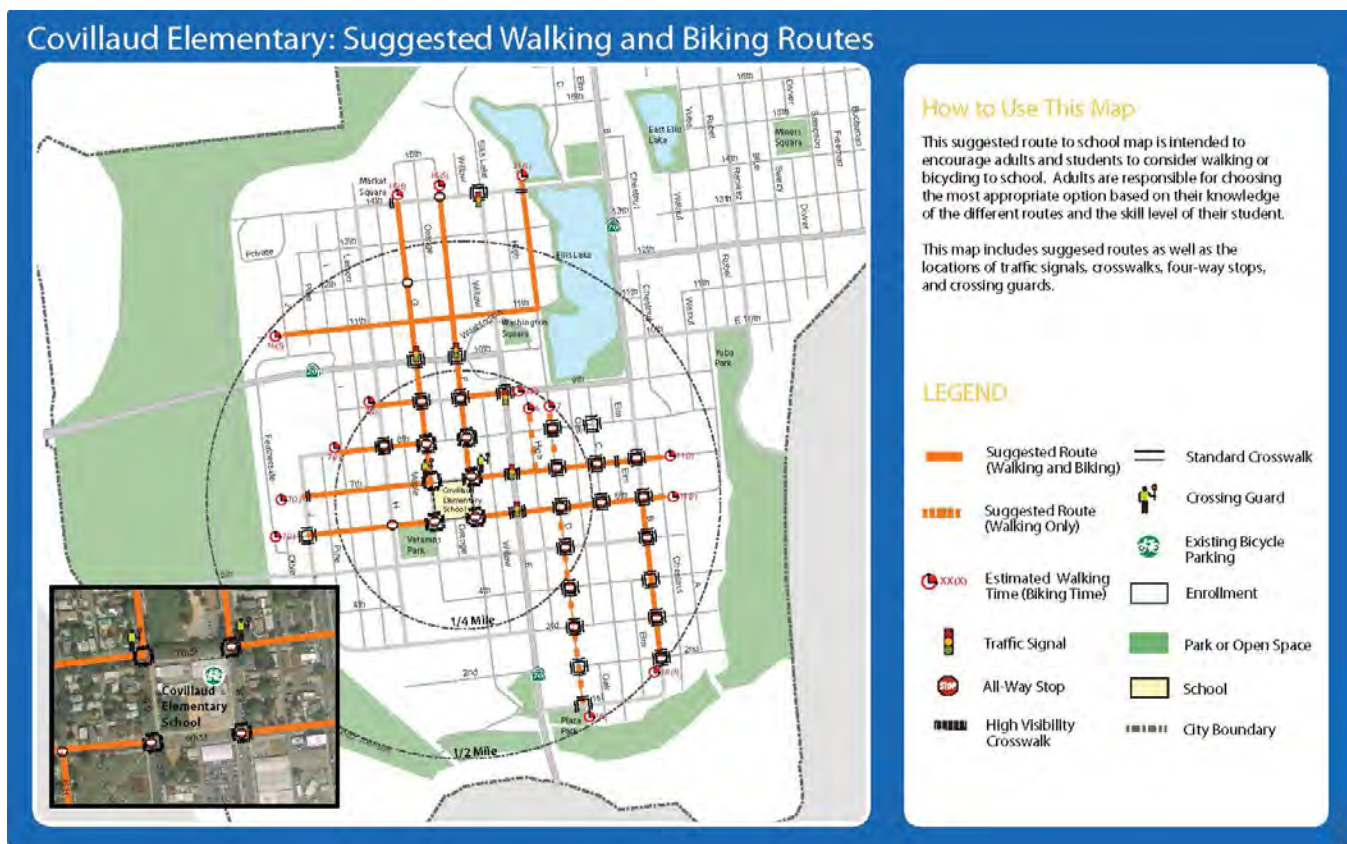


## Marysville Safe Routes to School Plan, Marysville, California (2014-2017)

Alta led the development of a Safe Routes to School report program development and implementation for three schools in the City of Marysville. The project included outreach to schools, parents, community partners, and community organizations through a project website, stakeholder interviews, walk audits, and community meetings. A parent survey was distributed at all three schools to gain a better understanding of parent and engineering needs. Alta prepared infrastructure improvement plans, suggested route to school maps, and a comprehensive report that identified engineering and program recommendations prioritized to meet the community's goals. Alta completed a successful ATP grant application as part of this project, bringing over \$500,000 to the City for project and program implementation. Using this funding, the City of Marysville hired Alta to assist the Marysville Joint Unified School District to implement the programs developed at the three schools over two academic years.



**Date:** 2014 (Plan), 2015-2017 (Implementation)  
**Reference:** Catharine Dykes, Formerly Marysville Assistant Engineer,  
**Contact:** (916) 952-8246 (Catharine's personal phone), catharined@cityofgrassvalley.com  
**Budget:** \$81,000 (Plan), \$77,000 (Implementation)



## Clark County School District Safe Routes to School, Clark County, NV (2011-2012)

The Clark County School District (CCSD) in Southern Nevada is the fifth largest school district in the country with 217 elementary schools and 59 middle schools in five municipalities and unincorporated Clark County.

During a one year period, Alta:

- Led 50 school walking audits
- Prepared individualized improvement plans for each school
- Facilitated SRTS community coalition meetings
- Conducted a walk audit training workshop
- Performed bicycle and pedestrian counts

Establishing a broad-based community coalition was a priority of the project to raise visibility of the Safe Routes to School program and encourage interest (and investment) in improving walking and bicycling conditions to schools. Coalition members included representatives from various CCSD departments, the Southern Nevada Health District, Regional Transportation Commission of Southern Nevada, NDOT, law enforcement agencies, municipal public works departments, county public works departments and non-profit advocate groups. The quarterly coalition meetings allowed CCSD and interested agencies to cultivate a common understanding of the issues, opportunities and constraints facing a student's ability to walk and bicycle to school. The community coalition was instrumental in identifying policy gaps, differences, and inconsistencies; defining the challenges facing each group; and discussing potential solutions. One hundred and fourteen individual school and community members were successfully engaged in the walk audits.



**Date:** 2011-2012  
**Reference:** Cheryl Wagner, Safe Routes to School Coordinator, Clark County School District  
**Contact:** (702) 799 - 6560  
**Budget:** \$86,805



Professional References

*Headway Transportation References*

Amy Cummings  
Deputy Executive Director  
RTC Washoe  
(775) 335-1825

Jon Erison  
City Engineer  
City of Sparks  
(775) 353 - 7809

Rebecca Kapuler  
Planner  
RTC Washoe  
(775) 348 - 0171

*Alta Planning + Design References*

Katie Nickel  
Public Works Program Coordinator  
City of Rialto  
(909) 820 - 2507

Monique Raqueno  
Project Manager  
City of Stockton  
(209) 937 - 8613

Catharine Dykes  
Formerly Marysville Assistant Engineer  
City of Marysville (Formerly)  
(916) 952-8246

**“It has been a pleasure working alongside Headway’s professional staff. No project has been too big for Headway to tackle”**  
**- Jon Ericson, PE**  
**City Engineer**  
**City of Sparks**



## 2019 Bicycle & Pedestrian School Safety Review Studies Scope of Work (#1819-181)

### Task 1 – School Specific Coordination Meetings

The consultant will schedule, coordinate, and conduct school specific coordination meetings with members of staff from each school including School officials, principals/assistant principals, school resource officer(s), school crossing guard supervisors, sheriff's department and as appropriate, city staff. These meetings will be conducted on the same day as the Field Visits in Task 3.

#### Task 1 Deliverables:

- School Specific Coordination Meetings and Agendas
- *Information gathered during coordination meetings will be summarized in one (1) Master Bicycle and Pedestrian School Safety Review Study as part of Task 7*

### Task 2 – Data Collection, Updates, and Surveys

Data collection, compilation, and updating will be conducted by the City with direction/assistance from the consultant team. Consultant team will conduct spot checks on collected datasets in order to ensure quality control of volunteer collected data. Parent Surveys about Walking and Biking to School are intended to be transferred into Survey Monkey and dispersed electronically to participants by the City with the consultant team analyzing the results. The School Arrival and Departure Travel Tally is not included in the revised scope.

#### Task 2.1 - Data Collection Kick-Off Meeting with City Staff and Consultants

The consultant will meet with City staff and data collection volunteers to identify which GIS attributes to collect and to set appropriate metadata format standards as necessary.

#### Task 2.2 – Locate, Collect, and Attribute New Feature Classes & Update Existing

The collection, compilation, and updating of datasets will be conducted by City volunteers with supervision and support from the consultant team.

#### *Data Collected/Compiled by Carson City*

1. Sidewalks
2. Bike Facilities
3. Marked Crosswalks
4. Pedestrian Signals
5. Crossing Guard Locations
6. Bike Racks
7. Bus Routes & Stops
8. Bicycle & Pedestrian Crash Data
9. Curb Ramps
10. Traffic Signs
11. Information on existing studies or master plans that may impact the 2-mile radius around each school site

12. Information on policy or procedures for the municipalities that pertain to bicycle, pedestrian, transit, or schools
13. Developments and Expansion plans such as drainage canals, bridges, public land expansion
14. Significant observed or reported drainage issues
15. Observed or reported maintenance issues
16. American Community Survey (ACS) 5-year estimates (2013-2017) data and any other relevant socioeconomic data

*Conducted by Headway Transportation*

1. Coordinate with SRTS Champions on Data collection techniques and standardization
2. Spot checking of collected data to ensure accuracy
3. Review of Developed Parent SRTS Survey & Analysis of results

Task 2 Deliverables:

- Summary analysis of the Parent Survey About Walking and Bicycling to School processed file data (.pdf and .xls formats)
- *Information gathered during this task will be summarized in one (1) Master Bicycle and Pedestrian School Safety Review Study as part of Task 7*

### Task 3 – Assessment Studies

#### Task 3.1 – Existing Conditions Analysis

Based on the data collected under Task 2, the Headway Team will conduct an existing conditions analysis within the school walk/bike zone for each school site. This analysis will include roads, streets, railroads, trails, proposed trails, sidewalks, proposed sidewalks, crossing guard locations, school bus routes & stops, traffic flashing signals, school-related flashing signals, traffic signals, pedestrian signals, public parcels, school-owned parcels, and municipal boundaries. The consultant team will also conduct an analysis of the relevant pedestrian / bicycle crash data (provided by Carson City) in order to identify potential systemic counter measures and/or crash hotspot treatments.

#### Task 3.2 – Conduct Field Visits

Each of the eight (8) school sites will be the subject of an in-depth multi-day field visit by the Headway team. Conducting comprehensive field visits at each school location will form the bedrock of a truly holistic School Safety Review. Field visits will be conducted following a Kick-Off meeting as detailed in Task 1 and will be staggered across two days. Following the morning kick-off meeting the team will interview the Crossing Guard Supervisor (Risk Manager), collect data in the walk/bike zone (as needed), and identify any potential issues prior to observing the afternoon pick-up period. The second day of the field visit will begin with observation of the morning drop-off period and include specific locations identified during the previous day.

As part of this effort, the Headway team will observe entry and exit of pedestrians, bicyclists, and vehicular traffic utilizing both in-person observations and drone captured video during the peak 30 minutes of entrance and exit. These drone videos will provide a truly birds-eye-view of circulation patterns for all modes and will help identify pinch-points or conflict areas. In addition to drone vides, the field visits will include photo documentation of observed safety issues around each school.

### Task 3.3 – Provide GIS Data

The consultant team will be available to provide technical assistance with the compilation of datasets into correct formats, as needed.

### Task 3.4 – Produce GIS School Maps for Bicycle and Pedestrian School Safety Studies

The Headway team will create eight (8) specific maps in PDF format for each study school using existing data and data collected/updated by Carson City during Task 2, including:

1. Existing Sidewalk, trail or bike facility locations
2. High Pedestrian/Bicycle Crash Locations and Bicycle Pedestrian Traffic Patterns
3. Crossing Guard Locations
4. Existing Land Use Map
5. Existing School Campus Travel Patterns
6. School Bus Route and Stop Maps
7. Improvements Map with Facility, Infrastructure, and Other Recommendations
8. All studied Carson City Schools with Recommendations

### Task 3 Deliverables:

- Eight (8) digital PDF Maps per School
- Esri File Geodatabase from Task 3.4 (preliminary improvements and recommendations)
- *Information gathered during this task will be summarized in one (1) Master Bicycle and Pedestrian School Safety Review Study as part of Task 7*

## Task 4 – Implementation Reports

### Task 4.1 – Produce a School Improvements Prioritization Report

To focus limited resources and make infrastructure improvements in highest-need areas first, the Headway team will lead the effort to develop a data-driven prioritization methodology to rank improvements identified in the plan. We suggest that the evaluation criteria be developed and approved early on in the planning process so that the project team and others are aware of the process for which improvements will be ranked. Developing criteria early on also contributes to a more objective ranking process, especially in cases where some schools may be prioritized over others for implementation.

The project evaluation criteria will include:

- Safety: The Project addresses safety issues
- Connectivity: the project improves or provides connectivity to one or multiple schools
- Accessibility: The project works to improve ADA accessibility to one or multiple schools
- Cost-Effectiveness: The project creates a specific benefit within a reasonable cost

These evaluation criteria will be combined with socio-economic data, typically including:

- American Community Survey (ACS) data on median household income
- ACS data on household car ownership
- Free and reduced-price meal data for the school
- Other data identifying potential disadvantaged community status such as race and ethnicity or other factors, based on consultation with agency staff

We will provide the proposed evaluation criteria and weighting in a draft Project Prioritization Criteria Memorandum. We will revise the memo based on a single set of consolidated internally-consistent comments. The project team will score the project list according to the approved prioritization methodology to develop a school prioritization report. The Report will identify two categories of improvements:

1. Along the roadway (sidewalk completeness, connectivity, and accessibility)
2. Crossing and within the roadway (bicycle network connectivity and completeness, pedestrian and bicycle crossing amenities)

The Administrative Draft School Prioritization Report will be provided for review, and the project team will revise the memo based on a single set of consolidated internally consistent comments.

#### Task 4.2 Create a GIS Improvement Plan

The Headway team will develop a comprehensive GIS Improvement Plan for the study area. The GIS Improvement Plan will be delivered to Carson City in two ways, 1) as a single layer for the entire study area identifying all individual projects across all school walk/bike zones, and 2) as individual layers showing the projects within the walk/bike zone for each of the eight (8) schools. This will help ensure that the projects identified help create a logical network of pedestrian and bicycle routes for school children across the City. The Headway team will revise the GIS Improvement Plan based on a single set of consolidated internally-consistent comments.

#### Task 4 Deliverables:

- School Prioritization Report
- GIS Improvement Plan
- *Work completed and information gathered during Task 4 will be summarized in one (1) Master Bicycle and Pedestrian School Safety Review Study as part of Task 7*

#### Task 5 – Presentations

The project team will perform up to five (5) presentations throughout the project, at meetings requested by Carson City staff. These may include the following:

1. Two (2) presentations to Carson City Public Works Staff
2. One (1) to Carson City School Board
3. One (1) to Carson City Public Works Bicycle and Pedestrian Advisory Committee
4. One (1) to Carson City Regional Transportation Commission

Feedback and comments provided by attendees at each meeting will be gathered and summarized by the Headway team and incorporated in the SRTS Plans.

#### Task 5 Deliverables:

- Up to five (5) presentations, as requested by Carson City staff (PowerPoint and Adobe .PDF formats)
- *Feedback provided by attendees at each presentation will be summarized in one (1) Master Bicycle and Pedestrian School Safety Review Study as part of Task 7*

### Task 6 – Project Management, Invoicing, Progress Reports

Streamlined progress reports will be developed each month to accompany monthly invoices. The project team will maintain a close level of correspondence with City staff including regular updates.

#### Task 6 Deliverables:

- Monthly Invoices and Progress Reports
- Regular correspondence with and updates to the City's project manager and project team

### Task 7 – Final Report and Project Materials

The Headway team will compile all work products developed during Tasks 1-5 into one (1) Master Bicycle & Pedestrian School Safety Review Study. The Master study will incorporate and address the comments and feedback received from project stakeholders throughout the project and identify specific safety issues for each school. The Safety Review Studies will highlight specific short-term and long-term recommendations for infrastructure improvements at each school. The Headway Team will produce both a digital PDF and an interactive final map for each school to embed into their website at their convenience. This map will help parents have a better understanding of the planned improvements and better online access to resources. Additionally, the Headway Team will create a master list of improvements across all walk/bike zones that indicates whether the improvements are school specific, which schools benefit, and the general timeframe for / priority of implementation for each improvement.

#### Task 7 Deliverables:

- School Prioritization Report
- GIS Improvement Plan
- School Transportation Master Plan Maps for each school (*digital PDF format and html code for interactive maps*)
- Draft Master Bicycle & Pedestrian School Safety Review Study
- Final Master Bicycle & Pedestrian School Safety Review Study

4/18/2019



Exhibit A

Cost Proposal for:

2019 Bicycle & Pedestrian School Safety Review Studies  
(RFQ# 1819-181)

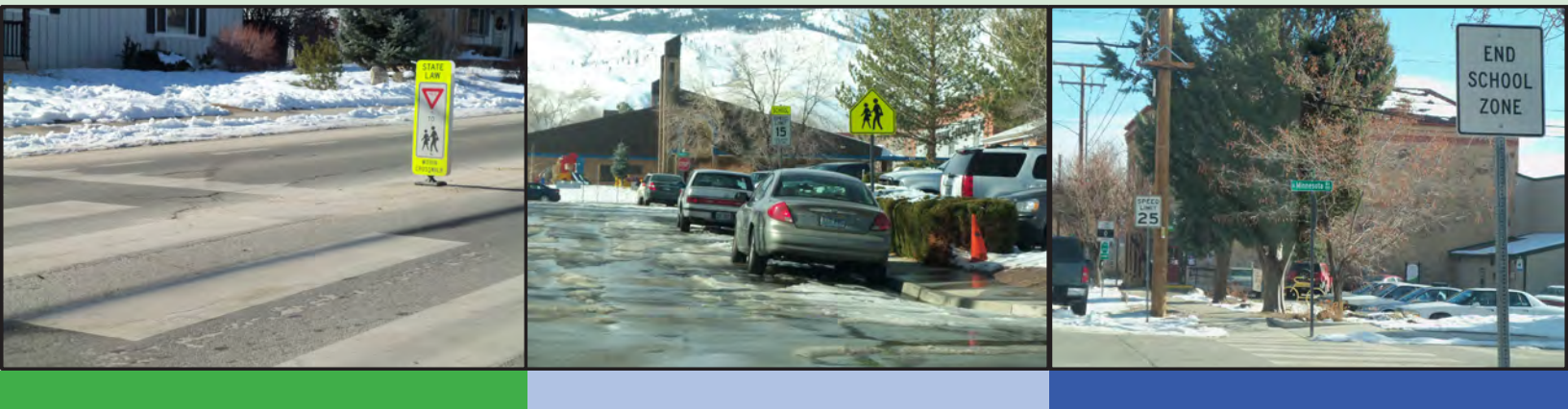
	Billing Rate/ Hour	HEADWAY TRANSPORTATION				ALTA PLANNING + DESIGN			ANGST IMAGING	ODCs \$	Task Total	
		CHILSON Project Manager 220	PEIFFER Senior Planner 150	AXTELL Planner 130	STACEY Admin Support 80	HONDORP Principal 325	RAMSEY Planning Associate 145	BERGER Senior Planner 122	ANGST Principal 150			
Tasks		Hours										
Phase 1	0.0 Phase 1 - Project Management, Invoicing, Progress Reports	4	12		10		2				\$3,770	2.52%
	1.0 Kick-Off School Coordination Meetings	16	24			4	4	8			\$9,976	6.66%
	2.0 Data Collection, Updates, Survey		24								\$3,600	2.40%
	3.0 Assessment Studies	10	80	80		4	30	20	40	\$2,000	\$40,690	27.15%
	<b>Phase 1 Hours:</b>	<b>30</b>	<b>140</b>	<b>80</b>	<b>10</b>	<b>8</b>	<b>36</b>	<b>28</b>	<b>40</b>			
	<b>Phase 1 Budget:</b>	<b>\$6,600</b>	<b>\$21,000</b>	<b>\$10,400</b>	<b>\$800</b>	<b>\$2,600</b>	<b>\$5,220</b>	<b>\$3,416</b>	<b>\$6,000</b>	<b>\$2,000</b>	<b>\$58,036</b>	
	4.0 Implementation Reports	20	40	60		4	54	60			\$34,650	23.12%
Phase 2	5.0 Presentations	10	40	20		4	40			\$1,000	\$18,900	12.61%
	6.0 Phase 2 - Project Management, Invoicing, Progress Reports	8	10		14						\$4,380	2.92%
	7.0 Final Reports and Project Materials	12	110	40		4	30	32			\$33,894	22.62%
	<b>Phase 2 Hours:</b>	<b>50</b>	<b>200</b>	<b>120</b>	<b>14</b>	<b>12</b>	<b>124</b>	<b>92</b>	<b>0</b>			
	<b>Phase 2 Budget:</b>	<b>\$11,000</b>	<b>\$30,000</b>	<b>\$15,600</b>	<b>\$1,120</b>	<b>\$3,900</b>	<b>\$17,980</b>	<b>\$11,224</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$91,824</b>	
<b>Total Project Hours</b>	<b>80</b>	<b>340</b>	<b>200</b>	<b>24</b>	<b>20</b>	<b>160</b>	<b>120</b>	<b>40</b>				
<b>Total Project Budget</b>	<b>\$17,600</b>	<b>\$51,000</b>	<b>\$26,000</b>	<b>\$1,920</b>	<b>\$6,500</b>	<b>\$23,200</b>	<b>\$14,640</b>	<b>\$6,000</b>	<b>\$3,000</b>	<b>\$149,860</b>		

Total: \$149,860

TASK	DESCRIPTION	2019							2020									
		SEPT 16-31	OCT 1-15	OCT 16-31	NOV 1-15	NOV 16-31	DEC 1-15	DEC 16-31	JAN 1-15	JAN 16-31	FEB 1-15	FEB 16-29	MAR 1-15	MAR 16-31	APR 1-15	APR 16-31	MAY 1-15	MAY 16-31
1	Kick-Off School Coordination Meeting		☐	☐														
2	Data Collection, Updates, Surveys	●	S	S				☒	REV									
3	Assessment Studies		■	■					☒	REV								
4	Implementation Reports										☒	REV						
5	Presentations		◆					◆				◆		◆				◆
6	Project Management, Invoicing, and Progress Reports		PR & I		PR & I		PR & I		PR & I		PR & I		PR & I		PR & I		PR & I	
7	Final Reports and Project Materials												DR	REV	REV			FR

☐	Kick-Off Meeting(s) with School Officials	PR & I	Progress Report & Invoice
●	GIS Kick-Off Meeting	☒	Deliverable(s)
■	Site Visits	DR	Draft Report
◆	Tenative Presentation Dates	FR	Final Report
S	Survey	REV	Document Review Period

# We look forward to serving you!



5482 Longley Lane, Suite B  
Reno, NV 89511  
(775) 322 - 4300  
[www.HeadwayTransportation.com](http://www.HeadwayTransportation.com)





Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** August 14, 2019  
**To:** Regional Transportation Commission  
**From:** Justin Tiarney, Street Supervisor  
**Date Prepared:** July 1, 2019  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of June 2019**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	2,604
Street Patching Operation (tons of asphalt)	77	619
Pot Holes Repaired	0	704

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	31	743
Tree Removal	5	23
Tree Replacement		3
Tree Care Chemical Treatment		4740
Tree Work for Other Departments	2	54
Weed Abatement Chemical Sprayed (gallons applied)	1752	9554

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	29.25	358
Curb & Gutter (linear feet)	73	1669
Sidewalk & Flat Work (sq/ft)	1437	13920
Wheel Chair Ramps	3	14
Misc.	0	245

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	Installed 30' of new storm drain pipe and a drain inlet on east Adams St.	340
Shoulder Work on Asphalt Roads	70	615
Debris Cleaned	0	440

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	170	1420
Lineal foot of ditch cleared	0	4535
Pipe Hydro Flushed (linear feet)	20	1444
Drainage Inlets Cleaned	0	1669
Sediment Removed from Ditches (yards)	170	1420

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	588.7	6583.2
Material Picked Up (yards)	235	3806.4
City Parking Lots Swept	6	15

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	32	404
Bins Hauled for Sweeping Operation (yards)	41	634
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	48
Changed Lamp Post Banners	4	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	43	337
Signs Replaced	50	417
Sign Post Replaced	5	75
Signs Replaced due to Graffiti Damage	3	40
Delineators Replaced	6	143
Cross Walks Painted	32	544
Stop Bars Painted	171	1104
Yield Bars Painted	4	211
Right Arrows Painted	6	101
Left Arrows Painted	29	502
Straight Arrows Painted	2	63
Stop (word) Painted	45	112
Only (word) Painted	13	222
Bike Symbol & Arrow	1	1
Install Street, bicycle, and pedestrian counters		50
Curb Painted (linear feet)		60

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	21
Rain Event/Flood Control	0	9
Wind	0	0



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

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**RTC Meeting Date:** August 14, 2019  
**Time Requested:** 10 Minutes  
**To:** Regional Transportation Commission  
**From:** Dan Stucky, City Engineer  
**Date Prepared:** July 25, 2019  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission’s Information

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**List of Projects**

South Carson Street Complete Streets Project..... 2  
Freeway Multi-Use Path to Colorado Street ..... 3  
Fairview Drive Reconstruction Project..... 4  
Kings Canyon Trailhead Improvements and Roadway Reconstruction Project..... 5  
Stewart Street Pedestrian Signal Project..... 6  
CDBG College Parkway Improvements Project..... 7  
Freeway Multi-Use Path to Edmonds Sports Complex ..... 8  
Airport Road Sewer Replacement Project ..... 9  
Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1) ..... 10  
Fiscal Year 2019 District 1 Goni Road Reconstruction Project ..... 11  
Fiscal Year 2019 District 1 Street Lighting ..... 12  
Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2) ..... 13  
Clearview Micro-Surfacing Project ..... 14  
Roop Street Rehabilitation Project..... 15

# South Carson Street Complete Streets Project

**Project Name:** South Carson Street Complete Streets

**Project Number:** 031711 and 031801

**Fund Number:** Multiple

**Fund Name:** Multiple

**Source of Funding:** Multiple

**Department:** Public Works

**Total Estimated Cost:** \$17,257,559

**Project to Date Cost:** \$810,000

## Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Roland Street

## Justification

Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372

## Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

## Status

90% design has been completed. Refining cost estimates and value engineering. Finalizing TIGER agreement and NEPS/Section 106



# Freeway Multi-Use Path to Colorado Street

**Project Name:** Freeway Multi-Use Path to Colorado Street

**Project Number:** 031803

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2018

**Department:** Public Works

**Total Estimated Cost:** \$651,950 (95% federally funded)

**Project to Date Cost:** \$41,000

## Project Description

Construct 4,200 feet of multi-use path and associate improvements

## Justification

In line with the City's Unified Pathways Master Plan and goals from the CAMPO Regional Transportation Plan, a competitive TAP grant was awarded by NDOT

## Project Location

West side of I-580 from linear ditch path to Colorado Street

## Status

90% design plans and bid documents were submitted to NDOT on June 21.



# Fairview Drive Reconstruction Project

**Project Name:** Fairview Drive Reconstruction

**Project Number:** 031905

**Fund Number:** 250 & 520

**Fund Name:** RTC Fund, Transportation Infrastructure & Water Fund, Construction

**Source of Funding:** FY 2019 & FY 20

**Department:** Public Works

**Total Estimated Cost:** \$1,294,696, of which \$710,000 is for transportation improvements and \$584,696 for water utility improvements

**Project to Date Cost:** \$4,500

## Project Description

Reconstruct Fairview Drive between Carson Street and Roop Street. Project includes reconstruction of roadway, a partial mill and overlay with patching, sidewalk construction, stormwater enhancements, and ADA improvements to curb ramps, sidewalks, and pedestrian push button

## Justification

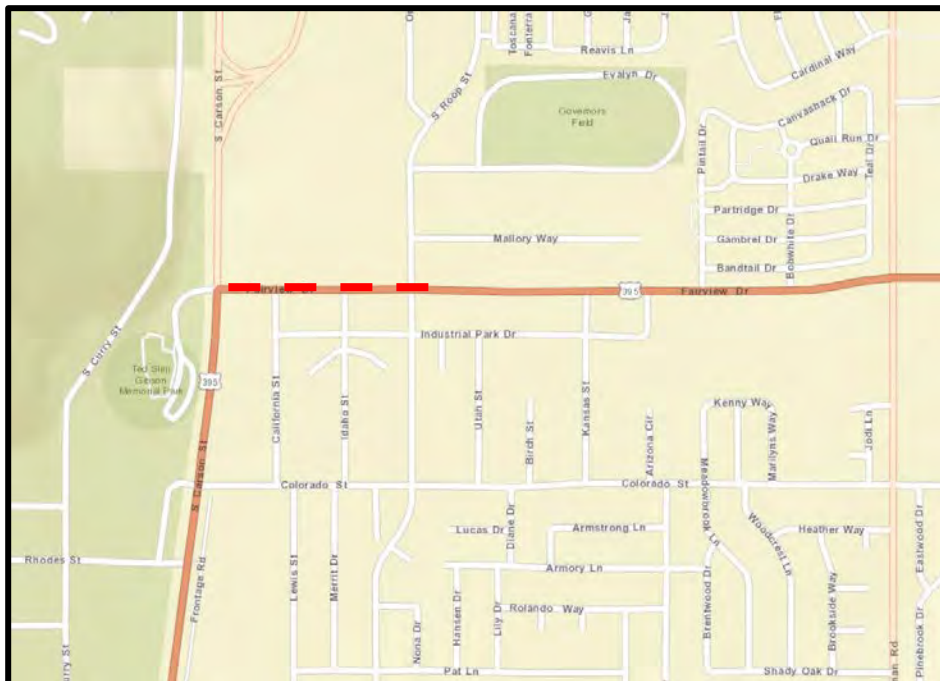
Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

## Project Location

Fairview Drive from Carson Street to Roop Street, includes sidewalk and possible stormwater improvements to Roop Street between Fairview Drive and Industrial Park Way

## Status

90% plans have been submitted to NDOT for review. Advertise bid in December 2019 and construction is anticipated for spring 2020



# **Kings Canyon Trailhead Improvements and Roadway Reconstruction Project**

**Project Name:** Kings Canyon Trailhead Improvements and Roadway Reconstruction

**Project Number:** 031901

**Fund Number:** 250 & 254

**Fund Name:** RTC Fund, Transportation Infrastructure & Quality of Life – Open Space Capital Projects/Construction Accounts

**Source of Funding:** Multiple, Total Local Match \$185,350, \$150,000 from RTC Fund, Transportation Infrastructure & \$35,350 from Quality of Life, Open Space, Capital Projects/Construction Accounts

**Department:** Public Works (lead)

**Total Estimated Cost:** \$3,707,000

**Project to Date Cost:** \$2,600

## **Project Description**

This project will widen the existing roadway, accommodate bicycle lanes, and improve the trailhead parking lot with restroom facilities and additional capacity

## **Justification**

RTC was awarded \$3,707,000 from the Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) for the Federal Lands Access Program (FLAP) grant

## **Project Location**

Kings Canyon road just east of Kings Canyon Creek to the Kings Canyon Trailhead

## **Status**

75% plans are scheduled for December 2019



# Stewart Street Pedestrian Signal Project

**Project Name:** Stewart Street Pedestrian Signal

**Project Number:** N/A

**Fund Number:** 250

**Fund Name:** RTC Fund, Safety Improvements

**Source of Funding:** FY 2019

**Department:** Public Works

**Total Estimated Cost:** \$858,342 (\$30,000 local match)

**Project to Date Cost:** \$0 (Invoice from NDOT anticipated after construction)

## Project Description

Pedestrian crossing improvements, including a slurry seal between Little Lane and S. Carson Street

## Justification

This location was identified in the Nevada Department of Transportation (NDOT) Pedestrian Uncontrolled Crosswalk Guidelines

## Project Location

Stewart Street from Little Lane to Wright Way

## Status

Construction is complete





# CDBG College Parkway Improvements Project

**Project Name:** CDBG College Parkway Improvements

**Project Number:** 031807

**Fund Number:** 275

**Fund Name:** Grant Fund

**Source of Funding:** 100% grant funded

**Department:** Public Works

**Total Estimated Cost:** \$268,892

**Project to Date Cost:** \$20,000

## Project Description

ADA improvements on West College Parkway

## Justification

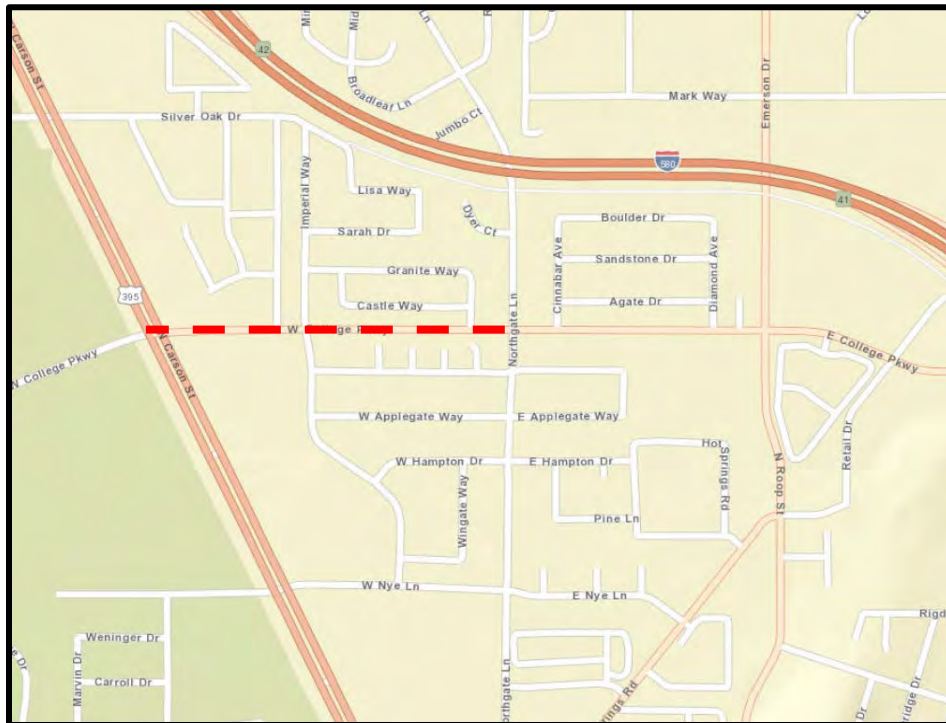
In line with the City's ADA Transition Plan, a competitive CDBG grant award for ADA improvements

## Project Location

West College Parkway between North Carson Street and Northgate Lane

## Status

Construction is anticipated in early fall



# Freeway Multi-Use Path to Edmonds Sports Complex

**Project Name:** Freeway Multi-Use Path to Edmonds Sports Complex

**Project Number:** 031808

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** Transportation Alternatives Program (TAP)

**Department:** Public Works

**Total Estimated Cost:** \$1,618,000

**Project to Date Cost:** \$0

## Project Description

A 2.3 mile multi-use path from Colorado Street to the Pete Livermore Sports Complex

## Justification

In line with the City's Unified Pathways Master Plan and goals from the CAMPO Regional Transportation Plan, a competitive TAP grant was awarded by NDOT

## Project Location

Along the freeway between Colorado Street and Livermore Lane

## Status

A notice to proceed from NDOT is anticipated soon, which will kick design off



# Airport Road Sewer Replacement Project

**Project Name:** Airport Road Sewer Replacement

**Project Number:** 51403.5

**Fund Numbers:** 250, 510, and 520

**Fund Names:** RTC Fund - STBG Funding Revenue Account, Water Fund Construction, & Sewer Fund Construction

**Source of Funding:** City's 5-year Wastewater Capital Improvement Plan, Water Capital Improvements Plan, and Surface Transportation Block Grant (STBG)

**Department:** Public Works

**Total Estimated Cost:** \$2,126,000 (comprised of \$160,000 from STBG funding, \$1,966,000 from Sewer Capital and Water Capital)

**Project to Date Cost:** \$47,000

## Project Description

Sewer, water, and roadway improvements on Airport Road from Highway 50 to Minonee Lane

## Justification

The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement

## Project Location

Airport Road from Highway 50 to Minonee Lane

## Status

90% plans are complete and are under review. Construction is anticipated for spring 2020



## **Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1)**

**Project Name:** Fiscal Year 2019 District 1 Pavement Preservation Projects

**Project Number:** 031810

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2019

**Department:** Public Works

**Total Estimated Cost:** \$1,030,000

**Project to Date Cost:** \$35,000

### **Project Description**

Preservation Projects – Slurry Seal Type 3 Modified

### **Justification**

Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

### **Project Location**

- College Parkway – between N. Northgate Lane and Airport Road, the portion between Carson Street and Northgate Lane has been separated to allow for fast tracking improvements not contingent on the CDBG College Parkway ADA Improvements
- Hot Springs Road – between Northgate Lane and Roop Street
- Roop Street – between Hot Springs Road and College Parkway
- Arrowhead Drive – between Emerson Street and Convair Drive

### **Status**

Project was advertised on February 5<sup>th</sup> and bids were opened on February 26<sup>th</sup>. The execution of the construction contract was awarded at the March RTC Meeting. Construction is planned to begin on August 5<sup>th</sup>.

**Multiple Locations – No Map Provided**

# Fiscal Year 2019 District 1 Goni Road Reconstruction Project

**Project Name:** FY 2019 District 1 Goni Road Reconstruction Project

**Project Number:** 031811

**Fund Number:** 250

**Fund Name:** RTC and V&T Fund (account number in development)

**Source of Funding:** FY 2019

**Department:** Public Works

**Total Estimated Cost:** \$605,000

**Project to Date Cost:** \$50,000

## Project Description

Roadway reconstruction project

## Justification

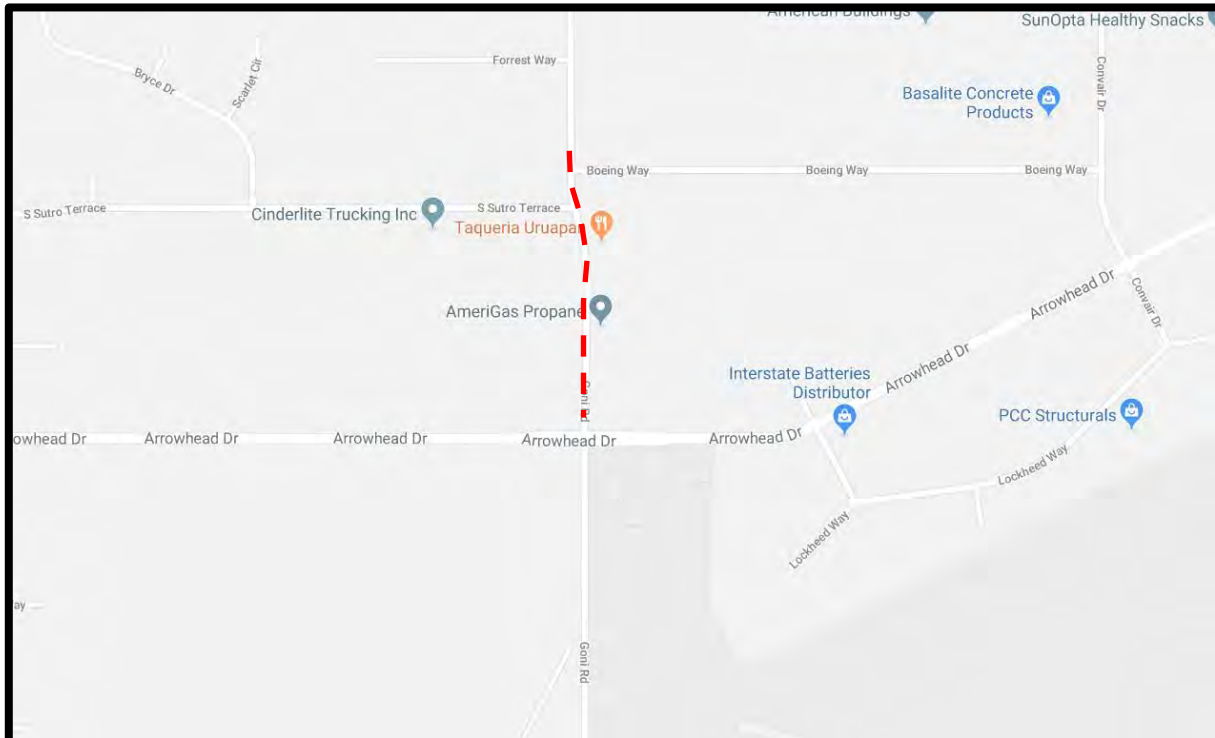
On September 12<sup>th</sup> the RTC directed staff to pursue the reconstruction of Goni Road if sufficient funding is available in the fiscal year 2019 budget. Goni Road has a pavement condition ranging between poor and serious. Goni Road is functionally classified as a Collector Roadway

## Project Location

Goni Road, between Boeing Way and Arrowhead Drive

## Status

Bids were opened on April 24<sup>th</sup> and the contract was awarded to SNC at the June 12<sup>th</sup> RTC Meeting. The low bid amount was \$393,007. Construction has started and will conclude at the beginning of August.



# Fiscal Year 2019 District 1 Street Lighting

**Project Name:** FY 2019 District 1 Street Lighting

**Project Number:** 031809

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2019

**Department:** Public Works

**Total Estimated Cost:** \$114,000

**Project to Date Cost:** \$2,000

## Project Description

Installation of intersection and crosswalk street lighting

## Justification

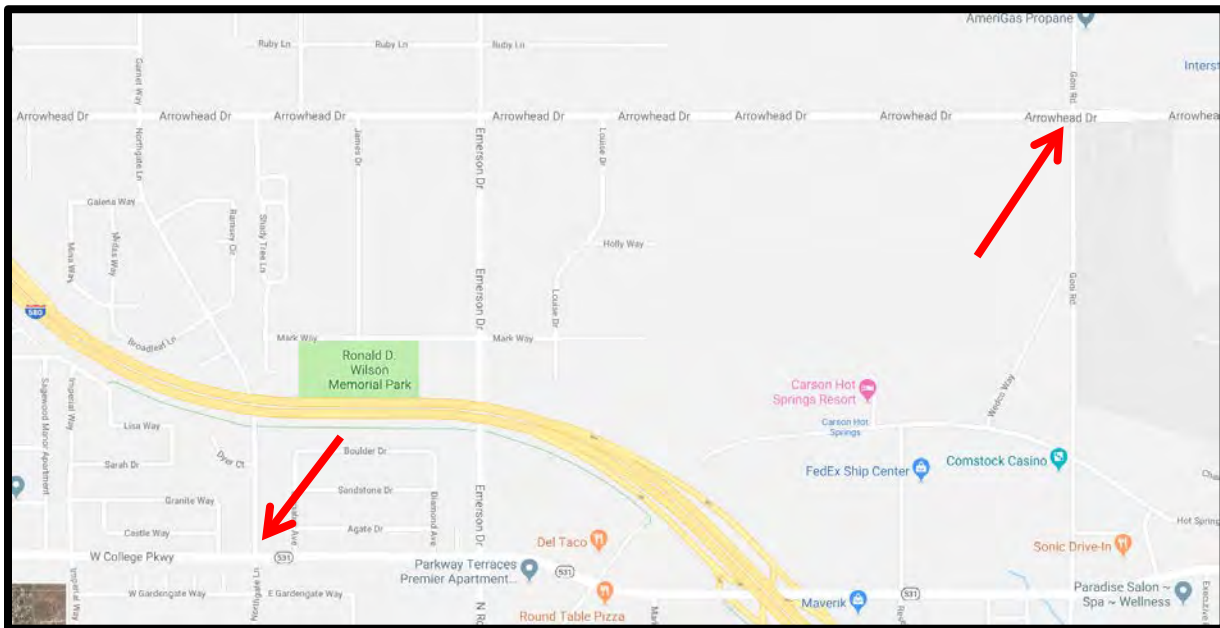
On September 12<sup>th</sup> the RTC directed staff to pursue transportation infrastructure projects for Performance District 1. In line with the City's Complete Streets policy, all of the FY 2019 pavement projects have been evaluated for Complete Street improvements. The two intersections noted above currently do not have any street lighting. The addition of street lighting at these locations is anticipated to improve safety for all users

## Project Location

Northgate Lane and College Parkway intersection and Goni Road and Arrowhead Drive intersection

## Status

The design was completed by NV Energy on June 19, 2019. The project is planned to post for bids in August.



## Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2)

**Project Name:** Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2)

**Project Number:** 031902

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2019

**Department:** Public Works

**Total Estimated Cost:** \$70,000

**Project to Date Cost:** \$2,000

### Project Description

Preservation Projects – Slurry Seal Type 3 Modified - This project is an extension of the FY19 District 1 Pavement Projects, this work needs to be completed after the CDBG College Parkway ADA project, which is why it was not included in the FY19 District 1 project

### Justification

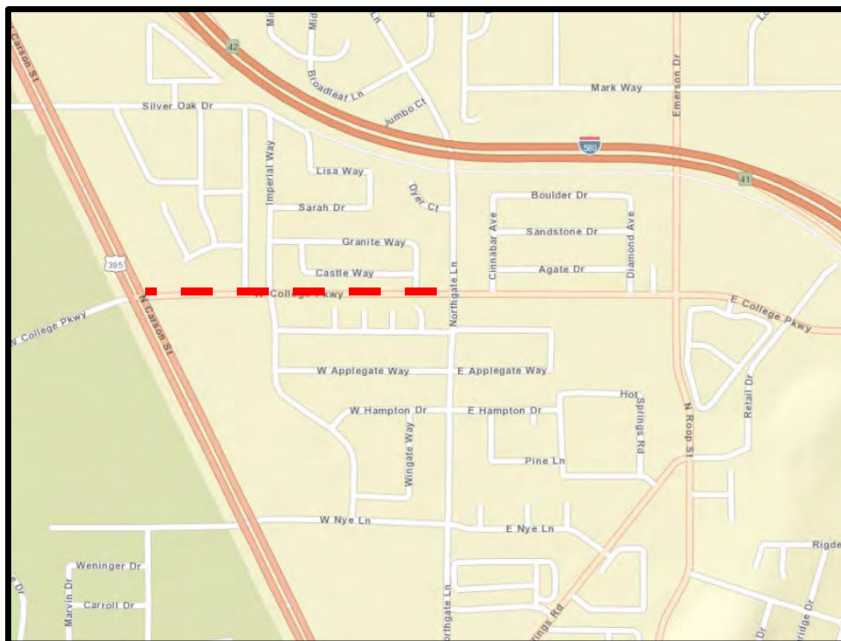
Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

### Project Location

College Parkway between N. Carson Street and Northgate Lane

### Status

Quotes were received on April 19<sup>th</sup>. SNC was the low quote at \$64,007. This work is scheduled to begin on August 5<sup>th</sup> along with other pavement preservation projects



## Clearview Drive Micro-Surfacing Project

**Project Name:** Clearview Micro-Surfacing Project

**Project Number:** 031903

**Fund Number:** 253

**Fund Name:** V&T Infrastructure Fund

**Source of Funding:** FY 19 and FY 20

**Department:** Public Works

**Total Estimated Cost:** \$113,000

**Project to Date Cost:** \$2,000

### Project Description

Type 3 Modified Micro-Surfacing on Clearview Drive between South Carson Street and Edmonds Drive

### Justification

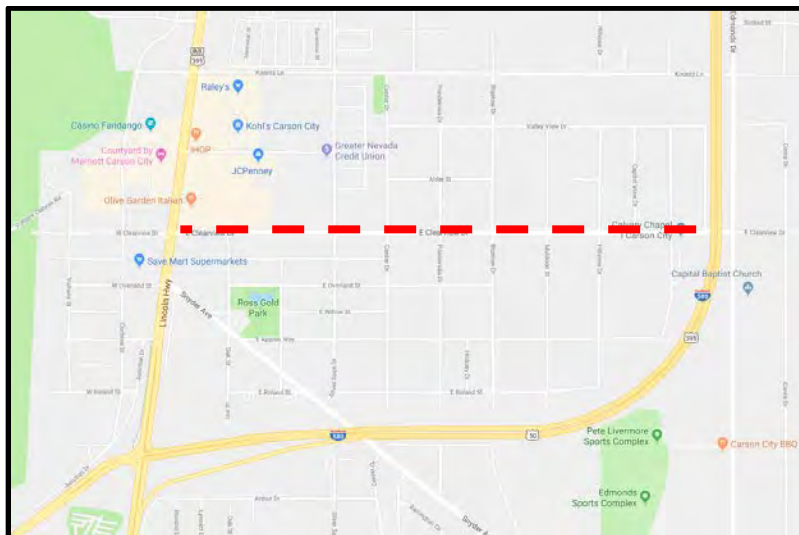
The East Clearview Drive Preservation Project, involves a micro-seal pavement preservation treatment and upgrading of pedestrian curb ramps to meet federal ADA standards along the 1.2-mile portion of East Clearview Drive from South Carson Street to Line Drive (just west of I-580). The pavement condition along this section of East Clearview Drive necessitates a pavement preservation treatment in order to maintain its current condition and avoid rapid deterioration that would otherwise occur without this critically-timed investment

### Project Location

Clearview Drive between S. Carson Street and Edmonds Drive

### Status

Quotes were received on April 19<sup>th</sup>. SNC was the low quote at \$84,007. Construction will start on August 5<sup>th</sup> along with the other pavement preservation projects.





# Roop Street Rehabilitation Project

**Project Name:** Roop Street Rehabilitation Project

**Project Number:** 031904

**Fund Number:** 253

**Fund Name:** V&T Infrastructure Fund

**Source of Funding:** FY 19 and FY 20

**Department:** Public Works

**Total Estimated Cost:** \$641,000

**Project to Date Cost:** \$8,300

## Project Description

Roop Street, from East 5th Street to East Musser Street

## Justification

The Roop Street Rehabilitation Project involves reconstructing a 0.2-mile portion of Roop Street, from East 5th Street to East Musser Street (the “Roop Street Project”). This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet Federal Americans with Disabilities (ADA) standards.

## Project Location

Roop Street between Fifth Street and Musser Street

## Status

Design will begin in late summer or early fall. Geotechnical work in progress.

