



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

Day: Tuesday
Date: August 16, 2016
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 ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on August 12, 2016).

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

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.

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 may also be made at such time the specific agenda item is introduced.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. 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.

3. APPROVAL OF MINUTES:

3.A **(For Possible Action)** July 13, 2016 Draft Minutes

4. PUBLIC MEETING ITEM(S):

4.A (For Possible Action) To determine that Titan Electrical Contracting, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-128 "Carson City Flashing Yellow Turn Signals 2016 Upgrades" for \$413,043.00, plus a 10% contingency amount of up to \$41,304.30 for a total not to exceed amount of \$454,347.30 to be funded from the RTC Fund as provided in FY 2017 budget.

Staff Summary: The Flashing Yellow Arrow project consists of making signal and safety improvements to the intersections of Carson/Winnie and Roop/Robinson. A flashing yellow arrow will be provided for vehicles turning left for all directions of traffic at the Winnie/Carson intersection and for north/south traffic at the Roop/Robinson intersection. In addition, sidewalks and corner ramps will be improved to meet ADA requirements and help with pedestrian traffic through the intersections.

4.B To determine that Intermountain Slurry Seal, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-032 "2016 Long Line Striping Program" for base bid of \$162,224, plus a 10% contingency amount of up to \$16,222.40 for a total not to exceed amount of \$178,446.40 to be funded from the Property Services/Long Line Striping Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the 2016 Long Line striping Program. The project consists of placing approximately 1,084,000 linear feet of painted pavement markings using Nevada Type II water based paint, layout, traffic control, and all other incidentals needed to complete the project.

4.C (Information only) TRAFCC Meeting update for meeting held on Thursday, July 28, 2016.

Staff Summary: To provide the RTC and the public information about the July TRAFCC Meeting. A record of this meeting is available on the Carson City website under the Meetings Agendas and Recordings page.

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

- 5.A Street Operations Activity Report
- 5.B Project Status Report
- 5.C Future Agenda Items

6. BOARD COMMENTS (Information only):

Status reports and comments from the members of the RTC Board.

7. 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.

8. ADJOURNMENT: For Possible Action

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, September 14, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Wednesday, August 10, 2016, before 5:00 p.m.:

- City Hall, 201 North Carson Street
- Carson City Library, 900 North Roop Street
- Community Center, Sierra Room, 851 East William Street
- Carson City Public Works, 3505 Butti Way
- Carson City Planning Division, 108 E. Proctor Street
- Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden
- Lyon County Manager's Office, 27 South Main Street, Yerington
- Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
- City Website: www.carson.org/agendas
- State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting, on Wednesday, July 13, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
Vice Chairperson Jim Smolenski
Commissioner Robert Crowell
Commissioner Mark Kimbrough

STAFF: Darren Schulz, Public Works Department Director
Patrick Pittenger, Transportation Manager
Dirk Goering, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Hailey Lang, Transportation Planner
Dan Yu, Deputy District Attorney
Kathleen King, Chief Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (6:03:11) - Chairperson Bonkowski called the meeting to order at 6:03 p.m. Ms. King called the roll; a quorum was present. Commissioner Zenteno was absent. Chairperson Bonkowski modified the agenda to address item 4(E) prior to item 4(A).

2. PUBLIC COMMENT (6:04:17) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

3. ACTION ON APPROVAL OF MINUTES - June 8, 2016 (6:04:34) - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Crowell moved approval of the minutes. Commissioner Kimbrough seconded the motion. Motion carried 4-0.**

4. PUBLIC MEETING ITEMS:

4(A) POSSIBLE ACTION TO APPROVE CONTRACT NO. 1516-129, PUBLIC TRANSPORTATION OPERATING SERVICE, TO MV TRANSPORTATION, INC. FOR THE OPERATION OF ALL JAC FIXED-ROUTE AND JAC PARATRANSIT SERVICES FOR \$734,447 FOR YEAR ONE (OCTOBER 1, 2016 - SEPTEMBER 30, 2017); \$743,369 FOR YEAR TWO (OCTOBER 1, 2017 - SEPTEMBER 30, 2018); AND \$759,647 FOR YEAR THREE (OCTOBER 1, 2018 - SEPTEMBER 30, 2019) TO BE FUNDED FROM THE TRANSIT ACCOUNT (6:14:13) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. In response to a question, Mr. Dollarhide explained that additional dispatchers will “free up some time for the operations manager to conduct more supervisory activities.” Chairperson Bonkowski entertained additional questions or comments and, when none were forthcoming, public comment. When no public comment was

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forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Kimbrough moved to approve Contract No. 1516-129, Public Transportation Operating Service, to MV Transportation, Inc. for the operation of all JAC fixed-route and all JAC paratransit services, for \$734,447 for year one, October 1, 2016 through September 30, 2017; \$743,369 for year two, October 1, 2017 through September 30, 2018; and \$759,647 for year three, October 1, 2018 through September 30, 2019, to be funded from the transit account. Vice Chair Smolenski seconded the motion.** Chairperson Bonkowski entertained additional discussion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Vice Chair Jim Smolenski
AYES:	Commissioner Kimbrough, Vice Chair Smolenski, Commissioner Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

Commissioner Kimbrough and Mr. Pittenger commended Mr. Dollarhide on the contract negotiations.

4(B) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-141, "AIRPORT ROAD IMPROVEMENTS - HIGHWAY 50 TO WOODSIDE PROJECT," FOR A BASE BID OF \$102,007, PLUS ALTERNATE 3 PRICE OF \$103,920, FOR A CONTRACT PRICE OF \$205,927, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$20,593, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$226,520, TO BE FUNDED FROM THE STREET REPAIR ACCOUNT, AS PROVIDED IN FY2017 BUDGET (6:18:50) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger noted that three alternative bid items were included. He explained that a geotechnical engineer had been retained to evaluate the existing materials, including the subgrade and the traffic, and to consider alternative paving methods. Because the project manager was provided three alternative paving methods, the project was submitted to the bid process. Mr. Pittenger reviewed the details of Alternative Bid Item 3, and advised that traffic will be maintained during project construction. Mr. Pittenger responded to questions of clarification.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Crowell moved to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, and to award Contract No. 1516-141, "Airport Road Improvements - Highway 50 to Woodside Project," for a base bid of \$102,007, plus Alternate 3 price of \$103,920, for a contract price of \$205,927, plus a ten percent contingency amount of up to \$20,593, for a total not-to-exceed amount of \$226,520, to be funded from the street repair account, as provided in the FY 2017 budget. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Robert Crowell
SECOND:	Vice Chair Jim Smolenski
AYES:	Commissioner Crowell, Vice Chair Smolenski, Commissioner Kimbrough, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

4(C) POSSIBLE ACTION TO DETERMINE THAT CRUZ CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-158, "APPION WAY RECONSTRUCTION PROJECT," FOR A BASE BID OF \$210,377.45, PLUS ALTERNATE 2 PRICE OF \$79,788.25, FOR A CONTRACT PRICE OF \$290,165.70, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$29,016.57, FOR TOTAL NOT-TO-EXCEED AMOUNT OF \$319,182.27, TO BE FUNDED FROM THE STREET REPAIR ACCOUNT, AS PROVIDED IN THE FY 2017 BUDGET (6:25:31) - Chairperson Bonkowski introduced this item. Mr. Pittenger provided background information, reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved to determine that Cruz Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-158, "Appion Way Reconstruction Project," for a base bid of \$210,377.45, plus Alternate 2 price of \$79,788.25, for a contract price of \$290,165.70, plus a ten percent contingency amount of up to \$29,016.57, for a total not-to-exceed amount of \$319,182.27, to be funded from the street repair account, as provided in the FY 2017 budget. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Vice Chair Jim Smolenski
AYES:	Commissioner Kimbrough, Vice Chair Smolenski, Commissioner Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

4(D) POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION MANAGER TO EXECUTE AN AMENDMENT TO COOPERATIVE AGREEMENT PR-569-14-063, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION, FOR THE FLASHING YELLOW ARROWS PROJECT, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS (6:35:06) - Chairperson Bonkowski introduced this item, and Mr. Goering acknowledged that a revised amendment had been distributed to the commissioners and staff. Mr. Pittenger provided background information on this item, and reviewed the agenda materials. In response to a question, Mr. Yu reviewed Open Meeting Law requirements relative to the revised amendment. Chairperson Bonkowski entertained questions or comments of the commissioners and, when none were forthcoming, of the public. When no public comment was forthcoming, Chairperson Bonkowski

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entertained a motion. **Commissioner Crowell moved to authorize the Transportation Manager to execute an amendment to Cooperative Agreement PR 569-14-063, between the Carson City RTC and the Nevada Department of Transportation, for the flashing yellow arrows project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions; Amendment No. 1 is a two-page document that was distributed to the commissioners prior to the start of the meeting; pursuant to advice of counsel, a copy will be made available to the public and uploaded to the City's website. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Robert Crowell
SECOND:	Commissioner Mark Kimbrough
AYES:	Commissioners Crowell, Kimbrough, Vice Chair Smolenski, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

4(E) POSSIBLE ACTION TO APPROVE THE RTC CHAIR TO SIGN TWO TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATIONS TO BE SUBMITTED BY THE PUBLIC WORKS DEPARTMENT FOR SOUTH CARSON STREET AND A SECTION OF THE FREEWAY MULTI-USE PATH IMPROVEMENTS (6:04:59) - Chairperson Bonkowski introduced this item. Mr. Goering reviewed the agenda materials and responded to questions of clarification.

Chairperson Bonkowski entertained public comment. (6:08:17) Muscle Powered President Kelly Clark thanked the commission for considering the subject item, and discussed the importance of complete streets.

(6:10:47) Chas Macquarie, representing Muscle Powered, advised that the City is currently designing that portion of the freeway multi-use path “that goes from Highway 50 to the south of Lompa Lane and connects with ... the existing paths at Butti Way. ... This would be the next section to Colorado Street.” Mr. Macquarie encouraged staff and the RTC to “work diligently to extend it further. The next section south of there is pretty easy going to Clearview Drive.” Mr. Macquarie expressed appreciation for the work done, and encouraged support of the grant applications.

Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, questions or comments of the commissioners. In response to a question, Mr. Pittenger offered to consider the possibility of providing for the subject section to “be used as dirt, as walkable and mountain-bike-rideable” prior to project completion. Mr. Pittenger clarified a key issue to ensure right-of-way availability. Chairperson Bonkowski entertained additional questions or comments and, when none were forthcoming, a motion. **Vice Chair Smolenski moved to approve the RTC to submit two Transportation Alternative Program grant applications, to be submitted by the Public Works Department for South Carson Street and a section of the freeway multi-use path improvements. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

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RESULT:	Approved [4 - 0 - 1]
MOVER:	Vice Chair Jim Smolenski
SECOND:	Commissioner Mark Kimbrough
AYES:	Vice Chair Smolenski, Commissioners Kimbrough, Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

Chairperson Bonkowski thanked the Muscle Powered representatives for their attendance and participation.

4(F) POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF TWO APPLICATIONS FOR FEDERAL TRANSIT ADMINISTRATION GRANTS, UNDER 49 U.S.C. CHAPTER 53, SUBMITTED THROUGH CAMPO, AND TO AUTHORIZE THE RTC CHAIR TO SIGN THE FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES SECTION OF THE RTC APPLICATION FOR 5310 AND 5339 FUNDS (6:42:05) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Dollarhide acknowledged the match funding has been budgeted. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public. When no additional questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Crowell moved to adopt the Resolution authorizing the filing of two applications for Federal Transit Administration grants, under 49 U.S.C. Chapter 53, submitted through CAMPO, and to authorize the RTC Chair to sign the FTA Fiscal Year 2016 Certifications and Assurances section of the RTC application for 5310 and 5339 funds. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Robert Crowell
SECOND:	Commissioner Mark Kimbrough
AYES:	Commissioners Crowell, Kimbrough, Vice Chair Smolenski, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Jack Zenteno
ABSTAIN:	None

4(G) INFORMATION REGARDING TRAFCC UPDATE FOR MEETING HELD ON THURSDAY, JUNE 23, 2016 (6:44:23) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained commissioner and public questions or comments and, when none were forthcoming, thanked Mr. Pittenger for his report.

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

5(A) STREET OPERATIONS ACTIVITY REPORT (6:47:24) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, responded to questions of clarification, and discussion followed. Chairperson Bonkowski entertained additional questions; however, none were forthcoming.

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5(B) PROJECT STATUS REPORT (6:50:20) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials.

5(C) FUTURE AGENDA ITEMS (6:55:31) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the tentative agenda for the August 16th meeting.

6. COMMISSIONER COMMENTS (6:56:07) - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

7. PUBLIC COMMENTS (6:56:41) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

8. ACTION ON ADJOURNMENT (6:56:45) - A motion was made, seconded, and carried unanimously to adjourn the meeting at 6:56 p.m.

The Minutes of the July 13, 2016 Carson City Regional Transportation Commission meeting are so approved this _____ day of August, 2016.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** August 16, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To determine that Titan Electrical Contracting, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-128 "Carson City Flashing Yellow Turn Signals 2016 Upgrades" for \$413,043.00, plus a 10% contingency amount of up to \$41,304.30 for a total not to exceed amount of \$454,347.30 to be funded from the RTC Fund as provided in FY 2017 budget.

Staff Summary: The Flashing Yellow Arrow project consists of making signal and safety improvements to the intersections of Carson/Winnie and Roop/Robinson. A flashing yellow arrow will be provided for vehicles turning left for all directions of traffic at the Winnie/Carson intersection and for north/south traffic at the Roop/Robinson intersection. In addition, sidewalks and corner ramps will be improved to meet ADA requirements and help with pedestrian traffic through the intersections.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Titan Electrical Contracting, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-128 "Carson City Flashing Yellow Turn Signals 2016 Upgrades" for \$413,043.00, plus a 10% contingency amount of up to \$41,304.30 for a total not to exceed amount of \$454,347.30 to be funded from the RTC Fund as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on June 1, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on June 1, 2016. The bids were opened at approximately 11:10 a.m. on July 7, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Bart Steniger; Titan Electrical Contracting, Darren Anderson, Aaron Smith, Rick Cooley; Carson City Public Works, Alana Mills; Finance Department, Laura Tadman, Purchasing and Contracts.

One bid was received from Titan Electrical Contracting. Please refer to the BID TABULATION for specifics.

Name of Bidder

Titan Electrical Contracting

Total Bid

\$413,043.00

Staff recommends award to Titan Electrical Contracting as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RTC / 250-3035-431.70-40

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: If approved the above referenced account may be decreased by as much as \$454,347.30 in FY 2017

Alternatives - N/A

Supporting Material

- Bid Tabulation Report and Draft Contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-128, PWP # N/A, for the Project Title: Re-bid: Carson City Flashing Yellow Turn Signals 2016 Upgrades.

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: June 29, 2016

Titan Electrical Contracting, Inc.
Principal
By: [Signature]
Ryan Greenhalgh, President
Western Surety Company
Surety
By: [Signature]
Steven T. Wilkins, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom Wilkins, Melanie Wilkins, Steven T Wilkins, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

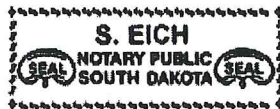
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of JUNE, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BID PROPOSAL

BID # 1516-128

BID TITLE: "Re-Bid Carson City Flashing Yellow Turn Signals 2016 Upgrades"

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	
Base Bid Schedule A – Intersection of Winnie and Carson:					
1	Mobilization Demobilization and Cleanup	1	LS	31,400.00	31,400.00
2	Traffic Control	1	LS	13,800.00	13,800.00
3	Remove Existing PCC Sidewalk	920	SF	6.00	5,520.00
4	Remove Existing Curb and Gutter	150	LF	19.50	2,925.00
5	Permanent Pavement Patch	370	SF	19.00	7,030.00
6	Type A PCC Sidewalk on 4" Agg. Base	470	SF	15.00	7,050.00
7	Type 1 PCC Curb and Gutter on 6" Aggregate Base	35	LF	67.00	2,345.00
8	PCC Pedestrian Ramp with Detectable Warning Plates on 4" Agg. Base	660	SF	29.30	19,338.00
9	PCC Retaining Curb on 6" Agg. Base	5	LF	56.00	280.00
10	PCC Spandrel /Valley Gutter on 6" Agg. Base	20	SF	41.00	820.00
11	Striping	1	LS	2,900.00	2,900.00
12	Install No. 7 Pull Box with Extensions	3	EA	1,900.00	5,700.00
13	Install 2" and 3" Conduit	1	LS	7,500.00	7,500.00
14	Remove Existing Signal Pole	3	EA	6,000.00	18,000.00
15	New Signal Pole Foundation	3	EA	8,700.00	26,100.00
16	New Pedestrian Pole Foundation	2	EA	700.00	1,400.00
17	Install New Type 35A Signal Pole	1	EA	9,800.00	9,800.00
18	Install New Type 35 Signal Pole	2	EA	7,200.00	14,400.00
19	Install New Pedestrian Push Button Post	2	EA	800.00	1,600.00
20	Re-install Existing Pedestrian Push Button	6	EA	300.00	1,800.00
21	Re-install Existing Pedestrian Crossing Sign (R10-48)	6	EA	100.00	600.00
22	Re-install Existing Pedestrian Signal	3	EA	500.00	1,500.00
23	Re-install Existing Video Detection Camera	4	EA	800.00	3,200.00
24	Re-install Existing LED Luminaire	2	EA	100.00	200.00
25	Install New LED Luminaire	1	EA	800.00	800.00
26	Install New Traffic Signal 1W4C	8	EA	1,400.00	11,200.00
27	Install New Traffic Signal 1W3C	12	EA	1,100.00	13,200.00
28	Install New "Yield on Flashing Yellow	4	EA	900.00	3,600.00

BID PROPOSAL

	Arrow" Sign				
29	Install New 15' LED Luminaire Arm	3	EA	500.00	1,500.00
30	Install New Signal Pole Mast Arm (45' Length)	2	EA	2,400.00	4,800.00
31	Install New Signal Pole Mast Arm (50' Length)	1	EA	3,200.00	3,200.00
32	Adjust Existing Storm Drain Inlet to Grade	1	EA	2,900.00	2,900.00
33	Removal and Restoration of Existing Site Improvements	1	LS	9,400.00	9,400.00
34	Re-Installation of Existing Cabling	1	LS	4,100.00	4,100.00
BP.2	Total Base Bid Price (Schedule A)				239,908.00

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

Two hundred thirty nine thousand and nine hundred eight dollars

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Additive Alternate Schedule B – Intersection of Roop and Robinson:				
35	Mobilization Demobilization and Cleanup	1	LS	17,600.00	17,600.00
36	Traffic Control	1	LS	15,100.00	15,100.00
37	Remove Existing PCC Sidewalk	730	SF	6.00	4,380.00
38	Remove Existing Curb and Gutter	190	LF	18.00	3,420.00
39	Permanent Pavement Patch	1100	SF	16.00	17,600.00
40	Type A PCC Sidewalk on 4" Agg. Base	700	SF	15.00	10,500.00
41	Type 1 PCC Curb and Gutter on 6" Aggregate Base	125	LF	61.00	7,625.00
42	PCC Pedestrian Ramp with Detectable Warning Plates on 4" Agg. Base	490	SF	29.00	14,210.00
43	PCC Retaining Curb on 6" Agg. Base	25	LF	56.00	1,400.00
44	Striping	1	LS	9,400.00	9,400.00
45	Adjust Existing Utility Vault to Grade	4	EA	1,500.00	6,000.00
46	Install No. 9 Pull Box with Extensions	1	EA	2,800.00	2,800.00
47	Install 2" and 3" Conduit	1	LS	7,500.00	7,500.00
48	Remove Existing Signal Pole	1	EA	5,600.00	5,600.00
49	New Signal Pole Foundation	1	EA	10,400.00	10,400.00
50	Install New Type 35 Signal Pole	1	EA	7,600.00	7,600.00
51	Re-install Existing Pedestrian Push Button	1	EA	200.00	200.00
52	Re-install Existing Pedestrian Crossing Sign (R10-48)	1	EA	100.00	100.00
53	Re-install Existing Pedestrian Signal	1	EA	300.00	300.00
54	Re-install Existing Video Detection Camera	1	EA	1,000.00	1,000.00
55	Re-install Existing LED Luminaire	1	EA	400.00	400.00
56	Install New Traffic Signal 1W4C	4	EA	1,400.00	5,600.00
57	Install New Traffic Signal 1W3C	2	EA	1,100.00	2,200.00
58	Install New "Yield on Flashing Yellow Arrow" Sign	2	EA	900.00	1,800.00
59	Install New 15' LED Luminaire Arm	1	EA	300.00	300.00
60	Install New Signal Pole Mast Arm (30' Length)	1	EA	2,200.00	2,200.00
61	Adjust Existing Storm Drain Manhole Rim to Grade	1	EA	3,100.00	3,100.00

BID PROPOSAL

62	Removal and Restoration of Existing Site Improvements	1	LS	10,100.00	10,100.00
63	Re-Installation of Existing Cabling	1	LS	4,700.00	4,700.00
BP.4 Total Alternate Price (Schedule B)				173,135.00	

BP.5 Total Additive Alternate (Schedule B) Bid Price Written in Words:

One hundred seventy three thousand and one hundred thirty five dollars

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

Four hundred thirteen thousand and forty three dollars

BP.7 BIDDER INFORMATION:

Company Name:

Federal ID No & DUNS No.:	Federal ID 26-1336092 DUNS 01-149-3217
Mailing Address:	PO Box 18202
City, State, Zip Code:	Reno, NV 89511
Complete Telephone Number:	775-857-4500
Complete Fax Number:	775-857-4502
Fax Number including area code:	775-857-4502
E-mail:	ryan@titanelectric.biz

Contact Person / Title: Ryan Greenhalgh - President

Mailing Address:	PO Box 18202
City, State, Zip Code:	Reno, NV 89511
Complete Telephone Number:	775-857-4500
Complete Fax Number:	775-857-4502
E-mail Address:	ryan@titanelectric.biz

BP.8 LICENSING INFORMATION:

Nevada State Contractor's License Number:	69814
License Classification(s):	C-2
Limitation(s) of License:	\$7,000,000
Date Issued:	11/15/2007

BID PROPOSAL

Date of Expiration:	11/30/2017
Name of Licensee:	Titan Electrical Contracting Inc Ryan Greenhalgh
Carson City Business License Number:	16-00026888
Date Issued:	12/14/2015
Date of Expiration:	12/31/2016
Name of Licensee:	Titan Electrical Contracting Inc Ryan Greenhalgh

BP.9 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	10/30/2007
Name of Corporation:	Titan Electrical Contracting Inc
Mailing Address	PO Box 18202

BID PROPOSAL

City, State, Zip Code:	Reno, NV 89511
Telephone Number:	775-857-4500
President's Name:	Ryan Greenhalgh
Vice-President's Name:	Ryan Greenhalgh
Other 1) Name & Title:	

BP.10 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Ryan Greenhalgh	9

Title 1) President, Vice President, Secretary, Treasurer

Name 2) Patrick McCormack	8
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Title 2) Owner and Electrician Field Superintendent

Name 3) Richard Perkins	8
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Title 3) Owner and Electrician Field Superintendent

Name 4)	
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Title 4)

Name 5)	
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Title 5)

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

Title 6)

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

BID PROPOSAL

BP.11 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):	Q & D Construction
Contract Person:	Jeff Bean
Mailing Address:	1050 S 21st Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-786-2677
E-Mail Address:	jbean@qdconstruction.com
Project Title:	RTC SE McCarran Blvd
Amount of Contract:	\$934,015
Scope of Work:	Remove and install new traffic signal systems and fiber optic cabling
Company Name 2):	Q & D Construction
Contract Person:	Jeff Bean
Mailing Address:	1050 S 21st Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-786-2677
E-Mail Address:	jbean@qdconstruction.com
Project Title:	City of Reno Virginia Street Bridge
Amount of Contract:	\$711,937
Scope of Work:	Remove and install new traffic signal system. Remove, refurbish and reinstall historic lighting. Install lighting on new bridge.

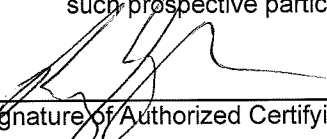
BID PROPOSAL

Company Name 3):	Sierra Nevada Construction
Contract Person:	Brandt Powers
Mailing Address:	2055 E Greg Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-355-0420
E-Mail Address:	bpower@snc.biz
Project Title:	RTC Prater Way & El Rancho Dr
Amount of Contract	\$130,480
Scope of Work:	Remove and install new pedestrian and traffic signal system
Company Name 4):	Spanish Springs Construction
Contract Person:	Adam Rutherford
Mailing Address:	2060 E Greg Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-425-4000
E-Mail Address:	adam@spanishspringsconstruction.com
Project Title:	RTC Mayberry Drive Pavement Presevation
Amount of Contract:	\$129,400
Scope of Work:	Modify traffic signal at the intersection of Mayberry Drive and Hunter Lake Drive

BID PROPOSAL

BP. 12 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
 Ryan Greenhalgh

 Printed Name

President

 Title
 7-7-2012

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	1.25	0
2015	1.33	0

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.13 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal. The bidder shall enter **NONE** under **Name of Subcontractor** if not utilizing subcontractors exceeding this amount and **per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Titan Electrical Contracting Inc	Address PO Box 18202 Reno, NV 89511	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 01-149-3217	Limit of License \$7,000,000
Description of work Electrical		
Name of Subcontractor Q&D Construction	Address 1050 S. 21st Street, Sparks, NV 89431	
Phone 775-786-2677	NV Contractor License # DUNS# 8197 A&B	Limit of License Unlimited
Description of work Concrete/Asphalt		
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.14 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 Titan Electrical Contracting Inc	Address PO Box 18202 Reno, NV 89511	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 01-149-3217	Limit of License \$7,000,000
Description of work Electrical		
Name of Subcontractor Q&D Construction	Address 1050 S. 21st Street, Sparks, NV 89431	
Phone 775-786-2677	NV Contractor License # DUNS# 8197 A&B	Limit of License Unlimited
Description of work Concrete/Asphalt		
Name of Subcontractor Intermountain Slurry Seal	Address 1120 Terminal Way Reno, NV 89502	
Phone 775-358-1355	NV Contractor License # DUNS# 0023657	Limit of License Unlimited
Description of work Striping		
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. 15 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	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		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

BID PROPOSAL

BP. 16

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

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

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF Nevada
COUNTY OF Washoe } SS

I, Ryan Greenhalgh (Name of party signing this affidavit and the Proposal Form) President (title).

being duly sworn do depose and say: That Titan Electrical Contracting Inc
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

[Signature]
Signature
President
Title

Sworn to before me this 7TH day of JULY, 2016

[Signature]
Signature
Carol Ann Langford STEVEN T. WILKINS
Notary Public, Judge or

(SEAL)
other Official



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

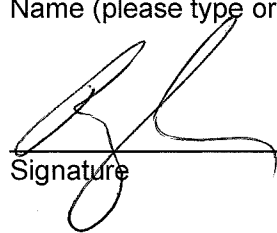
The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

Ryan Greenhalgh

Name (please type or print)



Signature

President

Title

BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION

Contract No.: _____ Contractor: Titan Electrical Contracting Inc
 Project No(s): 1516-128 Re-Bid Carson City Flashing Yellow Turn Signals 2016 Upgrades PO Box 18202
 Total Bid Amount \$ 413,043.00 Reno, NV 89511

Contract DBE/SBE Goal: 6.9 %.

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

DBE/SBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

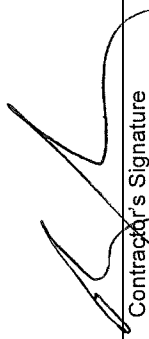
DBE/SBE SUPPLIERS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Las Vegas Lighting	702-900-0806		\$ 50,850.70	\$ 30,510.00	NV1352UCPN	Poles and Signal Hardware

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

C. Total Dollar Value of DBE/SBE Participation (Add Totals from Lines A & B):** \$ 30,510.00 7/7/16

D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount): 7.2 %


 Contractor's Signature _____ Date _____
 Telephone No. 775-857-4500

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

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

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Contractor: Titan Electrical Contracting Inc

Project No(s):

Address: PO Box 18202

Total Bid Amount \$ 413,043

Reno, NV 89511

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

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Titan Electrical Contracting Inc PO Box 18202 Reno, NV 89511	775-857-4500	All	69814	\$7,000,000	Electrical
Q&D Construction 1050 S. 21st Street Sparks, NV 89431	775-786-2677	3,4,5,6,7,8,9,10	8197 A&B	Unlimited	Concrete/Asphalt

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

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

Contractor's Signature [Signature] Date 7-7-2016
 Telephone No. 775-857-4500

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Titan Electrical Contracting Inc

Project No(s) : 1516-128 Re-Bid Carson Cloty Flashing Yellow Turn Signals 2016 Upgrades Address:

PO Box 18202

Bid Amount \$ 413,043.00

Reno, NV 89511

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Titan Electrical Contracting Inc PO Box 18202 Reno, NV 89511	775-857-4500	All	69814	\$7,000,000	Electrical
Q&D Construction 1050 S. 21st Street Sparks, NV 89431	775-786-2677	3,4,5,6,7,8,9,10	8197 A&B	Unlimited	Concrete/Asphalt
Intermountain Slurry Seal 1120 Terminal Way Reno, NV 89502	775-358-1355	11	0023657	Unlimited	Striping

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

Contractor's Signature

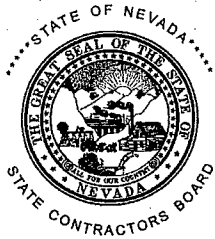
Date

Telephone No.

775-857-4500



7-7-2011



NEVADA STATE CONTRACTORS BOARD

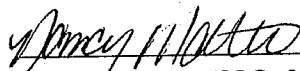
9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

SPECIALTY CONTRACTOR'S RESTRICTED **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-13-01-28-0185**

TITAN ELECTRICAL CONTRACTING INC., (HEREIN THE "CONTRACTOR")
NEVADA STATE CONTRACTORS' LICENSE NUMBER: **69814** ORIGINAL ISSUE
DATE: **11/15/2007** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2**
ELECTRICAL MONETARY LICENSE LIMIT: **\$7,000,000** STATUS: **ACTIVE**, IS
HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS'
BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF
COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS
338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED
TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S
COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN
ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED
CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY
EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL
BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE
CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET
FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING
THERETO WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC
WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE
CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **DECEMBER 1, 2015** AND
EXPIRES ON **NOVEMBER 30, 2016**, UNLESS SOONER REVOKED OR
SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER **11/13/2015**



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

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

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
TITAN ELECTRICAL CONTRACTING INC

Licensed since November 15, 2007

License No. **0069814**

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

PRINCIPALS:

RYAN HAROLD GREENHALGH, President

C-2-ELECTRICAL CONTRACTING

LIMIT: \$7,000,000

EXPIRES: 11/30/2017



Jan B. Leggett

Chairman, Nevada State Contractors Board



LAS VEGAS LIGHTING, INC.
1111 MARY CREST RD., Ste. L | HENDERSON, NV 89074
PHONE: 702.990.0806 | FAX: 702.685.8378 | www.lv-lighting.com

LAS VEGAS LIGHTING, INC

RE: CARSON FYA

To whom it may concern,

Las Vegas Lighting is an NDOT/DBE certified supplier of all lighting and electrical material. NDOT SUPPLIER CERTIFICATION #NV01352UCPN. We will be the supplier of some Materials for the CARSON FYA PROJECT. These materials are being sold to Titan Electrical at a total sum of \$50850.70 plus Washoe County tax 3928.22 for a total of 54778.91. Thank you for your time.

--

Best Regards,
Mike DeCilla

"LMBB"

Chief Financial Officer
Las Vegas Lighting, Inc.
P: 702.990.0806
C: 702.557.0834
F: 702.431.1555
www.lv-lighting.com
miked@lv-lighting.com

Corporate Office
1111 Mary Crest Rd.
Suite L
Henderson, NV 89074

Billing
284C E. Lake Mead Pkwy.
PO BOX 309
Henderson, NV 89015



775 888-7497



Reno-Tahoe
Airport Authority

775 328-6400



702 261-3443

Nevada Unified Certification Program

This is to Certify that

LAS VEGAS LIGHTING, INC.

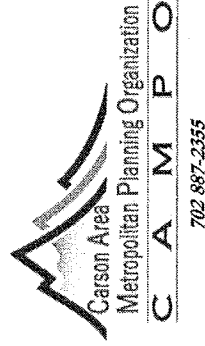
Is registered as a Disadvantaged Business Enterprise in the Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This 20th Day of December, 2013

And supersedes any certification or listing previously issued

Certificate No. NV01352UCPN



CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-128

Title: Carson City Flashing Yellow Turn Signals 2016 Upgrades

THIS CONTRACT made and entered into this 16th day of August, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Titan Electrical Contracting Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1516-128**, titled **Carson City Flashing Yellow Turn Signals 2016 Upgrades** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-128 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/currentbids>.

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

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Ryan Greenhalgh, President
Titan Electrical Contracting, Inc.
P.O. Box 18202
Reno, NV 89511
email: ryan@titanelectric.biz

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Thirteen Thousand Forty Three Dollars and 00/100 (\$413,043.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

- 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

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claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the 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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-128

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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).

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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

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31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

Account #250-3035-431.07-40

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Ryan Greenhalgh

TITLE: President

FIRM: Titan Electrical Contracting, Inc.

CARSON CITY BUSINESS LICENSE #: 16-00026888

NEVADA CONTRACTORS LICENSE #: 69814

Address: P.O. Box 18202

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-857-4500

E-mail Address: ryan@titanelectrical.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 1516-128
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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 16, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-128** and titled **Carson City Flashing Yellow Turn Signals 2016 Upgrades**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 16th day of August, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 16th day of August, 2016.

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PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1516-128** and titled **Carson City Flashing Yellow Turn Signals 2016 Upgrades** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1516-128** and titled **Carson City Flashing Yellow Turn Signals 2016 Upgrades** in accordance
with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-128, PWP # N/A, for the Project Title: Re-bid: Carson City Flashing Yellow Turn Signals 2016 Upgrades.

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: June 29, 2016

Titan Electrical Contracting, Inc.
 Principal
 By: [Signature]
 Ryan Greenhalgh, President
 Western Surety Company
 Surety
 By: [Signature]
 Steven T. Wilkins, Attorney-in-Fact

Western Surety Company

Exhibit A

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom Wilkins, Melanie Wilkins, Steven T Wilkins, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat

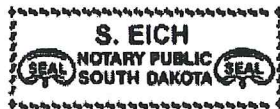
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of JUNE, 2016.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary

BID PROPOSAL

BID # 1516-128

BID TITLE: "Re-Bid Carson City Flashing Yellow Turn Signals 2016 Upgrades"

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	
Base Bid Schedule A – Intersection of Winnie and Carson:					
1	Mobilization Demobilization and Cleanup	1	LS	31,400.00	31,400.00
2	Traffic Control	1	LS	13,800.00	13,800.00
3	Remove Existing PCC Sidewalk	920	SF	6.00	5,520.00
4	Remove Existing Curb and Gutter	150	LF	19.50	2,925.00
5	Permanent Pavement Patch	370	SF	19.00	7,030.00
6	Type A PCC Sidewalk on 4" Agg. Base	470	SF	15.00	7,050.00
7	Type 1 PCC Curb and Gutter on 6" Aggregate Base	35	LF	67.00	2,345.00
8	PCC Pedestrian Ramp with Detectable Warning Plates on 4" Agg. Base	660	SF	29.30	19,338.00
9	PCC Retaining Curb on 6" Agg. Base	5	LF	56.00	280.00
10	PCC Spandrel /Valley Gutter on 6" Agg. Base	20	SF	41.00	820.00
11	Striping	1	LS	2,900.00	2,900.00
12	Install No. 7 Pull Box with Extensions	3	EA	1,900.00	5,700.00
13	Install 2" and 3" Conduit	1	LS	7,500.00	7,500.00
14	Remove Existing Signal Pole	3	EA	6,000.00	18,000.00
15	New Signal Pole Foundation	3	EA	8,700.00	26,100.00
16	New Pedestrian Pole Foundation	2	EA	700.00	1,400.00
17	Install New Type 35A Signal Pole	1	EA	9,800.00	9,800.00
18	Install New Type 35 Signal Pole	2	EA	7,200.00	14,400.00
19	Install New Pedestrian Push Button Post	2	EA	800.00	1,600.00
20	Re-install Existing Pedestrian Push Button	6	EA	300.00	1,800.00
21	Re-install Existing Pedestrian Crossing Sign (R10-48)	6	EA	100.00	600.00
22	Re-install Existing Pedestrian Signal	3	EA	500.00	1,500.00
23	Re-install Existing Video Detection Camera	4	EA	800.00	3,200.00
24	Re-install Existing LED Luminaire	2	EA	100.00	200.00
25	Install New LED Luminaire	1	EA	800.00	800.00
26	Install New Traffic Signal 1W4C	8	EA	1,400.00	11,200.00
27	Install New Traffic Signal 1W3C	12	EA	1,100.00	13,200.00
28	Install New "Yield on Flashing Yellow	4	EA	900.00	3,600.00

BID PROPOSAL

	Arrow" Sign				
29	Install New 15' LED Luminaire Arm	3	EA	500.00	1,500.00
30	Install New Signal Pole Mast Arm (45' Length)	2	EA	2,400.00	4,800.00
31	Install New Signal Pole Mast Arm (50' Length)	1	EA	3,200.00	3,200.00
32	Adjust Existing Storm Drain Inlet to Grade	1	EA	2,900.00	2,900.00
33	Removal and Restoration of Existing Site Improvements	1	LS	9,400.00	9,400.00
34	Re-Installation of Existing Cabling	1	LS	4,100.00	4,100.00
BP.2	Total Base Bid Price (Schedule A)				239,908.00

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

Two hundred thirty nine thousand and nine hundred eight dollars

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Additive Alternate Schedule B – Intersection of Roop and Robinson:				
35	Mobilization Demobilization and Cleanup	1	LS	17,600.00	17,600.00
36	Traffic Control	1	LS	15,100.00	15,100.00
37	Remove Existing PCC Sidewalk	730	SF	6.00	4,380.00
38	Remove Existing Curb and Gutter	190	LF	18.00	3,420.00
39	Permanent Pavement Patch	1100	SF	16.00	17,600.00
40	Type A PCC Sidewalk on 4" Agg. Base	700	SF	15.00	10,500.00
41	Type 1 PCC Curb and Gutter on 6" Aggregate Base	125	LF	61.00	7,625.00
42	PCC Pedestrian Ramp with Detectable Warning Plates on 4" Agg. Base	490	SF	29.00	14,210.00
43	PCC Retaining Curb on 6" Agg. Base	25	LF	56.00	1,400.00
44	Striping	1	LS	9,400.00	9,400.00
45	Adjust Existing Utility Vault to Grade	4	EA	1,500.00	6,000.00
46	Install No. 9 Pull Box with Extensions	1	EA	2,800.00	2,800.00
47	Install 2" and 3" Conduit	1	LS	7,500.00	7,500.00
48	Remove Existing Signal Pole	1	EA	5,600.00	5,600.00
49	New Signal Pole Foundation	1	EA	10,400.00	10,400.00
50	Install New Type 35 Signal Pole	1	EA	7,600.00	7,600.00
51	Re-install Existing Pedestrian Push Button	1	EA	200.00	200.00
52	Re-install Existing Pedestrian Crossing Sign (R10-48)	1	EA	100.00	100.00
53	Re-install Existing Pedestrian Signal	1	EA	300.00	300.00
54	Re-install Existing Video Detection Camera	1	EA	1,000.00	1,000.00
55	Re-install Existing LED Luminaire	1	EA	400.00	400.00
56	Install New Traffic Signal 1W4C	4	EA	1,400.00	5,600.00
57	Install New Traffic Signal 1W3C	2	EA	1,100.00	2,200.00
58	Install New "Yield on Flashing Yellow Arrow" Sign	2	EA	900.00	1,800.00
59	Install New 15' LED Luminaire Arm	1	EA	300.00	300.00
60	Install New Signal Pole Mast Arm (30' Length)	1	EA	2,200.00	2,200.00
61	Adjust Existing Storm Drain Manhole Rim to Grade	1	EA	3,100.00	3,100.00

BID PROPOSAL

62	Removal and Restoration of Existing Site Improvements	1	LS	10,100.00	10,100.00
63	Re-Installation of Existing Cabling	1	LS	4,700.00	4,700.00
BP.4 Total Alternate Price (Schedule B)					173,135.00

BP.5 Total Additive Alternate (Schedule B) Bid Price Written in Words:

One hundred seventy three thousand and one hundred thirty five dollars

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

Four hundred thirteen thousand and forty three dollars

BP.7 BIDDER INFORMATION:

Company Name:

Federal ID No & DUNS No.:	Federal ID 26-1336092 DUNS 01-149-3217
Mailing Address:	PO Box 18202
City, State, Zip Code:	Reno, NV 89511
Complete Telephone Number:	775-857-4500
Complete Fax Number:	775-857-4502
Fax Number including area code:	775-857-4502
E-mail:	ryan@titanelectric.biz

Contact Person / Title: Ryan Greenhalgh - President

Mailing Address:	PO Box 18202
City, State, Zip Code:	Reno, NV 89511
Complete Telephone Number:	775-857-4500
Complete Fax Number:	775-857-4502
E-mail Address:	ryan@titanelectric.biz

BP.8 LICENSING INFORMATION:

Nevada State Contractor's License Number:	69814
License Classification(s):	C-2
Limitation(s) of License:	\$7,000,000
Date Issued:	11/15/2007

BID PROPOSAL

Date of Expiration:	11/30/2017
Name of Licensee:	Titan Electrical Contracting Inc Ryan Greenhalgh
Carson City Business License Number:	16-00026888
Date Issued:	12/14/2015
Date of Expiration:	12/31/2016
Name of Licensee:	Titan Electrical Contracting Inc Ryan Greenhalgh

BP.9 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	10/30/2007
Name of Corporation:	Titan Electrical Contracting Inc
Mailing Address	PO Box 18202

BID PROPOSAL

City, State, Zip Code:	Reno, NV 89511
Telephone Number:	775-857-4500
President's Name:	Ryan Greenhalgh
Vice-President's Name:	Ryan Greenhalgh
Other 1) Name & Title:	

BP.10 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Ryan Greenhalgh	9
Title 1) President, Vice President, Secretary, Treasurer	

Name 2) Patrick McCormack	8
Title 2) Owner and Electrician Field Superintendent	

Name 3) Richard Perkins	8
Title 3) Owner and Electrician Field Superintendent	

Name 4)	
Title 4)	

Name 5)	
Title 5)	

Name 6)	
Title 6)	

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

BID PROPOSAL

BP.11 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):	Q & D Construction
Contract Person:	Jeff Bean
Mailing Address:	1050 S 21st Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-786-2677
E-Mail Address:	jbean@qdconstruction.com
Project Title:	RTC SE McCarran Blvd
Amount of Contract:	\$934,015
Scope of Work:	Remove and install new traffic signal systems and fiber optic cabling
Company Name 2):	Q & D Construction
Contract Person:	Jeff Bean
Mailing Address:	1050 S 21st Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-786-2677
E-Mail Address:	jbean@qdconstruction.com
Project Title:	City of Reno Virginia Street Bridge
Amount of Contract:	\$711,937
Scope of Work:	Remove and install new traffic signal system. Remove, refurbish and reinstall historic lighting. Install lighting on new bridge.

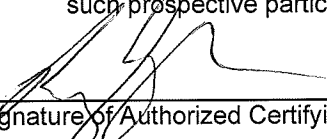
BID PROPOSAL

Company Name 3):	Sierra Nevada Construction
Contract Person:	Brandt Powers
Mailing Address:	2055 E Greg Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-355-0420
E-Mail Address:	bpower@snc.biz
Project Title:	RTC Prater Way & El Rancho Dr
Amount of Contract	\$130,480
Scope of Work:	Remove and install new pedestrian and traffic signal system
Company Name 4):	Spanish Springs Construction
Contract Person:	Adam Rutherford
Mailing Address:	2060 E Greg Street
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-425-4000
E-Mail Address:	adam@spanishspringsconstruction.com
Project Title:	RTC Mayberry Drive Pavement Presevation
Amount of Contract:	\$129,400
Scope of Work:	Modify traffic signal at the intersection of Mayberry Drive and Hunter Lake Drive

BID PROPOSAL

BP. 12 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
 Ryan Greenhalgh

 Printed Name

President

 Title
 7-7-2012

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	1.25	0
2015	1.33	0

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.13 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal. The bidder shall enter **NONE** under **Name of Subcontractor** if not utilizing subcontractors exceeding this amount and **per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Titan Electrical Contracting	Address Inc PO Box 18202 Reno, NV 89511	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 01-149-3217	Limit of License \$7,000,000
Description of work Electrical		
Name of Subcontractor Q&D Construction	Address 1050 S. 21st Street, Sparks, NV 89431	
Phone 775-786-2677	NV Contractor License # DUNS# 8197 A&B	Limit of License Unlimited
Description of work Concrete/Asphalt		
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.14 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 Titan Electrical Contracting Inc		Address PO Box 18202 Reno, NV 89511	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 01-149-3217	Limit of License \$7,000,000	
Description of work Electrical			
Name of Subcontractor Q&D Construction		Address 1050 S. 21st Street, Sparks, NV 89431	
Phone 775-786-2677	NV Contractor License # DUNS# 8197 A&B	Limit of License Unlimited	
Description of work Concrete/Asphalt			
Name of Subcontractor Intermountain Slurry Seal		Address 1120 Terminal Way Reno, NV 89502	
Phone 775-358-1355	NV Contractor License # DUNS# 0023657	Limit of License Unlimited	
Description of work Striping			
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. 15 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	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		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

BID PROPOSAL

BP. 16

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

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

BID PROPOSAL


BP.17 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
 COUNTY OF Washoe) **SS**

I Ryan Greenhalgh (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 **"Re-Bid Carson City Flashing Yellow Turn Signals 2016 Upgrades"** contract number **1516-128** together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

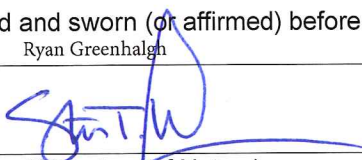
BIDDER:


PRINTED NAME OF BIDDER: Ryan Greenhalgh
TITLE: President
FIRM: Titan Electrical Contracting Inc
Address: PO Box 18202
City, State, Zip: Reno, NV 89511
Telephone: 775-857-4500
Fax: 775-857-4502
E-mail Address: ryan@titanelectric.biz


 (Signature of Bidder)

DATED: 7-7-2016

Signed and sworn (or affirmed) before me on this 7TH day of July, 2016, by
Ryan Greenhalgh


 (Signature of Notary)

 **STEVEN T. WILKINS**
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 04-92813-2 - Expires November 1, 2016
 (Notary Stamp)

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.**

STATE OF Nevada
COUNTY OF Washoe } SS

I, Ryan Greenhalgh (Name of party signing this
affidavit and the Proposal Form) President (title).

being duly sworn do depose and say: That Titan Electrical Contracting Inc

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

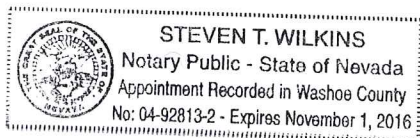
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and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

[Signature]
Signature
President
Title

Sworn to before me this 7TH day of JULY, 2016

[Signature]
Signature
Carol Ann Langford
STEVEN T. WILKINS
Notary Public, Judge or

(SEAL)
other Official



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

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

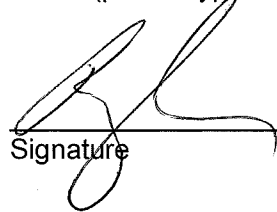
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Ryan Greenhalgh

Name (please type or print)



Signature

President

Title

BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION

Contract No.: _____ Contractor: Titan Electrical Contracting Inc
 Project No(s): 1516-128 Re-Bid Carson City Flashing Yellow Turn Signals 2016 Upgrades Address: PO Box 18202
 Total Bid Amount \$ 413,043.00 Reno, NV 89511

Contract DBE/SBE Goal: 6.9 %.

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

DBE/SBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

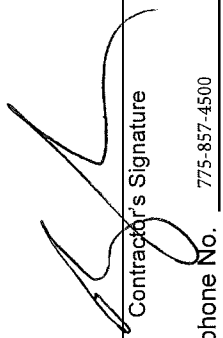
DBE/SBE SUPPLIERS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Las Vegas Lighting	702-900-0806		\$ 50,850.70	\$ 30,510.00	NV1352UCPN	Poles and Signal Hardware

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

C. Total Dollar Value of DBE/SBE Participation (Add Totals from Lines A & B):** \$ 30,510.00 7/7/16

D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount): 7.2 % Date


 Contractor's Signature _____
 Telephone No. 775-857-4500

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

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

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

Exhibit A

Contract No.: _____ Contractor: Titan Electrical Contracting Inc
 Project No(s): _____ Address: PO Box 18202
Reno, NV 89511

Total Bid Amount \$ 413,043

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

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Titan Electrical Contracting Inc PO Box 18202 Reno, NV 89511	775-857-4500	All	69814	\$7,000,000	Electrical
Q&D Construction 1050 S. 21st Street Sparks, NV 89431	775-786-2677	3,4,5,6,7,8,9,10	8197 A&B	Unlimited	Concrete/Asphalt

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

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

Contractor's Signature: [Signature] Date: 7-7-2016
 Telephone No. 775-857-4500

Contract No.:

Contractor:

Project No(s) : 1516-128 Re-Bid Carson Clotry Flashing Yellow Turn Signals 2016 Upgrades Address:

PO Box 18202
Reno, NV 89511

Bid Amount \$ 413,043.00

Reno, NV 89511

BIDDER SUBCONTRACTOR INFORMATION

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

Titan Electrical Contracting Inc

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Titan Electrical Contracting Inc PO Box 18202 Reno, NV 89511	775-857-4500	All	69814	\$7,000,000	Electrical
Q&D Construction 1050 S. 21st Street Sparks, NV 89431	775-786-2677	3,4,5,6,7,8,9,10	8197 A&B	Unlimited	Concrete/Asphalt
Intermountain Slurry Seal 1120 Terminal Way Reno, NV 89502	775-358-1355	11	0023657	Unlimited	Striping

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

Contractor's Signature

Date

Telephone No.

775-857-4500



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271
 2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

SPECIALTY CONTRACTOR'S RESTRICTED **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-13-01-28-0185**

TITAN ELECTRICAL CONTRACTING INC., (HEREIN THE "CONTRACTOR")
 NEVADA STATE CONTRACTORS' LICENSE NUMBER: **69814** ORIGINAL ISSUE
 DATE: **11/15/2007** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2**
ELECTRICAL MONETARY LICENSE LIMIT: **\$7,000,000** STATUS: **ACTIVE**, IS
 HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS'
 BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF
 COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS
 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED
 TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S
 COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN
 ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED
 CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY
 EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL
 BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE
 CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET
 FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING
 THERETO WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC
WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE
CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **DECEMBER 1, 2015** AND
 EXPIRES ON **NOVEMBER 30, 2016**, UNLESS SOONER REVOKED OR
 SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias
 _____ **DATE**
 NANCY MATHIAS, LICENSING ADMINISTRATOR
 FOR MARGI GREIN, EXECUTIVE OFFICER



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

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

EXHIBIT A
Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
TITAN ELECTRICAL CONTRACTING INC

Licensed since November 15, 2007

License No. **0069814**

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

PRINCIPALS:

RYAN HAROLD GREENHALGH, President

C-2-ELECTRICAL CONTRACTING

LIMIT: \$7,000,000

EXPIRES: 11/30/2017



Jan B. Leggett

Chairman, Nevada State Contractors Board



LAS VEGAS LIGHTING, INC.
1111 MARY CREST RD., Ste. L | HENDERSON, NV 89074
PHONE: 702.990.0806 | FAX: 702.685.8378 | www.lv-lighting.com



RE: CARSON FYA

To whom it may concern,

Las Vegas Lighting is an NDOT/DBE certified supplier of all lighting and electrical material. NDOT SUPPLIER CERTIFICATION #NV01352UCPN. We will be the supplier of some Materials for the CARSON FYA PROJECT. These materials are being sold to Titan Electrical at a total sum of \$50850.70 plus Washoe County tax 3928.22 for a total of 54778.91. Thank you for your time.

--

Best Regards,
Mike DeCilla

"LMBB"

Chief Financial Officer
Las Vegas Lighting, Inc.
P: 702.990.0806
C: 702.557.0834
F: 702.431.1555
www.lv-lighting.com
miked@lv-lighting.com

Corporate Office
1111 Mary Crest Rd.
Suite L
Henderson, NV 89074

Billing
284C E. Lake Mead Pkwy.
PO BOX 309
Henderson, NV 89015



Nevada Unified Certification Program

This is to Certify that

LAS VEGAS LIGHTING, INC.

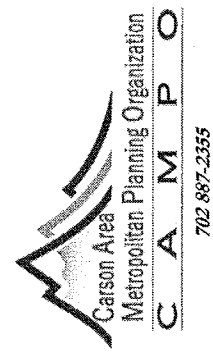
Is registered as a Disadvantaged Business Enterprise in the Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This 20th Day of December, 2013

And supersedes any certification or listing previously issued

Certificate No. NV01352UCPN





STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** August 16, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To determine that Intermountain Slurry Seal, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-032 "2016 Long Line Striping Program" for base bid of \$162,224, plus a 10% contingency amount of up to \$16,222.40 for a total not to exceed amount of \$178,446.40 to be funded from the Property Services/Long Line Striping Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the 2016 Long Line striping Program. The project consists of placing approximately 1,084,000 linear feet of painted pavement markings using Nevada Type II water based paint, layout, traffic control, and all other incidentals needed to complete the project .

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Intermountain Slurry Seal, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1617-032 "2016 Long Line Striping Program" for base bid of \$162,224, plus a 10% contingency amount of up to \$16,222.40 for a total not to exceed amount of \$178,446.40 to be funded from the Property Services/Long Line Striping Account as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on July 19, 2016 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on July 19, 2016. The bids were opened at approximately 11:10 a.m. on August 5, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Joe Mummy: Intermountain Slurry Seal, Alana Mills; Finance Department, and Laura Tadman; Purchasing and Contracts.

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

<u>Name of Bidder</u>	<u>Total Bid</u>
Intermountain Slurry Seal, Inc.	\$162,224
Central Striping Service, Inc.	\$240,365

Staff recommends award to Intermountain Slurry Seal, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 256-3038-431.04-88

Is it currently budgeted? Yes No

If approved the Property Services/Long Line Striping Fund will be reduced by \$178,446.40

Alternatives - N/A

Supporting Material

- Bid Tabulation Report and Draft Contract

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1617-032 2016 Long Line Striping Project

Date and Time of Opening: August 5, 2016 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2	
			Intermountain Slurry Seal, Inc		Center Striping Service	
BONDING Provided, \$, %, or no			5%		5%	
BIDDER acknowledges receipt addendums			0		0	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A						
1	Painted Pavement Marking 4-Inch Solid White Line	285,000	LF	\$0.11	\$29,925.00	\$0.14 \$39,900.00
2	Painted Pavement Marking 4-Inch Broken White Line	125,000	LF	\$0.10	\$12,500.00	\$0.10 \$12,500.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	44000	LF	\$0.11	\$4,620.00	\$0.14 \$6,160.00
4	Painted Pavement Marking 4-Inch Broken Yellow Line	18,000	LF	\$0.10	\$1,800.00	\$0.10 \$1,800.00
5	Painted Pavement Marking 4-Inch Double Solid Yellow	226,000	LF	\$0.13	\$29,380.00	\$0.27 \$61,020.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	126,000	LF	\$0.12	\$15,120.00	\$0.19 \$23,940.00
7	Painted Pavement Marking 6-Inch Solid White Line	180,000	LF	\$0.12	\$21,600.00	\$0.22 \$39,600.00
8	Painted Pavement Marking 8-Inch Solid White Line	59,000	LF	\$0.13	\$7,670.00	\$0.25 \$14,750.00
9	Painted Pavement Marking 8-Inch Broken White	700	LF	\$0.13	\$91.00	\$0.25 \$175.00
10	Painted Pavement Marking 8-Inch Solid Yellow	1,400	LF	\$0.13	\$182.00	\$0.25 \$350.00
11	Painted Pavement Marking 4-Inch Mini Skip White	100	LF	\$0.10	\$10.00	\$0.20 \$20.00
12	Painted Pavement Marking 6-Inch Mini Skip White Line	14,000	LF	\$0.12	\$1,680.00	\$0.25 \$3,500.00
13	Painted Pavement Marking 8-Inch Mini Skip White	4,200	LF	\$0.13	\$546.00	\$0.25 \$1,050.00
14	Painted Pavement Marking 12-Inch Solid White Line	300	LF	\$1.00	\$300.00	\$1.00 \$300.00
15	Painted Pavement Marking 12-Inch Solid Yellow Line	300	LF	\$1.00	\$300.00	\$1.00 \$300.00
16	Traffic Control	1	LS	\$36,500.00	\$36,500.00	\$35,000.00 \$35,000.00
Total Bid Price (Schedule A)					\$162,224.00	\$240,365.00
Total Bid Price written in words? y/n			Y		Y	
Bidder Information provided? y/n			Y		Y	
Sub Contractors listed? y/n or none			None		None	
Bid Document executed? y/n			Y		Y	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-032

Title: 2016 Long Line Striping Program

THIS CONTRACT made and entered into this 16th day of August, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Intermountain Slurry Seal, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1617-032**, titled **2016 Long Line Striping Program** (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.1617-032 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/currentbids>.

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: 1617-032

Title: 2016 Long Line Striping Program

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

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

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

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

4. **NOTICE:**

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

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

Marc Thoreson
Intermountain Slurry Seal, Inc.
1900 Glendale Ave
Sparks, NV 89431
email: marc.thoreson@gcinc.com

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-032

Title: 2016 Long Line Striping Program

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Sixty Two Thousand Two Hundred Twenty Four Dollars and 00/100 (\$162,224.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-032

Title: 2016 Long Line Striping Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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: 1617-032

Title: 2016 Long Line Striping Program

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: 1617-032

Title: 2016 Long Line Striping Program

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: 1617-032

Title: 2016 Long Line Striping Program

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

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

Account #256-3038-431.04-88

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-032

Title: 2016 Long Line Striping Program

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

CONTRACTOR

BY: Marc Thoreson

TITLE: Chief Estimator

FIRM: Intermountain Slurry Seal, Inc.

CARSON CITY BUSINESS LICENSE #: 16-10489

NEVADA CONTRACTORS LICENSE #: 0023657

Address: 1900 Glendale Ave

City: Sparks **State:** NV **Zip Code:** 89431

Telephone: 775-355-1355

E-mail Address: march.thoreson@gcinc.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: 1617-032

Title: 2016 Long Line Striping Program

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 16, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1617-032** and titled **2016 Long Line Striping Program** Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 16th day of August, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 16th day of August, 2016.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1617-032

Title: 2016 Long Line Striping Program

PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1617-032** and titled **2016 Long Line Striping Program** 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 #1617-032** and titled **2016 Long Line Striping Program** 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.

NOTICE TO CONTRACTORS
CARSON CITY PURCHASING AND CONTRACTS
201 NORTH CARSON STREET, SUITE 3
CARSON CITY, NEVADA 89701
775-283-7137 / FAX 775-887-2107
<http://www.carson.org/CurrentBids>



ADVERTISED BID #1617-032
BID TITLE "2016 Long Line Striping Program"
Engineer's Estimate: \$127,822

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Intermountain Slurry Seal, Inc., as "Principal," and Federal Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent (5%) of Bid Amount ~~100,000~~ (\$ ^{5%} of Bid Amount) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1617-032, PWP # N/A, for the Project Title: 2016 Long Line Striping Program.

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.

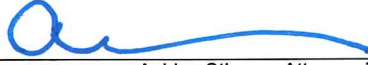
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: July 21, 2016

Intermountain Slurry Seal, Inc.

Principal
By: 
Marc Thoreson, Chief Estimator

Federal Insurance Company

Surety
By: 
Ashley Stinson, Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT


State of California
County of Santa Cruz)

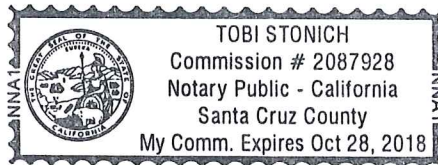
On July 21, 2016 before me, Tobi Stonich, Notary Public
(insert name and title of the officer)

personally appeared Ashley Stinson ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

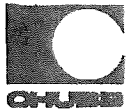
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
 Tobi Stonich, Notary Public



(Seal)



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of April, 2016.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President



STATE OF NEW JERSEY ss.

County of Somerset

On this 19th day of April, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this July 21, 2016



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

BID PROPOSAL

BID # 1617-032

BID TITLE: "2016 Lone Line Striping Project"

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

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

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

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

BIDDER acknowledges receipt of Addendums.

BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Painted Pavement Marking 4-Inch Solid White Line	285,000.00	LF	0.105	29,925.00
2	Painted Pavement Marking 4-Inch Broken White Line	125,000.00	LF	0.10	12,500.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	44,000.00	LF	0.105	4,620.00
4	Painted Pavement Marking 4-Inch Broken Yellow	18,000.00	LF	0.10	1,800.00
5	Painted Pavement Marking 4-Inch Double Solid Yellow	226,000.00	LF	0.13	29,380.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	126,000.00	LF	0.12	15,120.00
7	Painted Pavement Marking 6-Inch Solid White Line	180,000.00	LF	0.12	21,600.00
8	Painted Pavement Marking 8-Inch Solid White Line	59,000.00	LF	0.13	7,670.00
9	Painted Pavement Marking 8-Inch Broken White	700.00	LF	0.13	91.00
10	Painted Pavement Marking 8-Inch Solid Yellow	1,400.00	LF	0.13	182.00
11	Painted Pavement Marking 4-Inch Mini Skip White	100.00	LF	0.10	10.00
12	Painted Pavement Marking 6-Inch Mini Skip White Line	14,000.00	LF	0.12	1,680.00
13	Painted Pavement Marking 8-Inch Mini Skip White	4,200.00	LF	0.13	546.00
14	Painted Pavement Marking 12-Inch Solid White Line	300.00	LF	1.00	300.00
15	Painted Pavement Marking 12-Inch Solid Yellow Line	300.00	LF	1.00	300.00
16	Traffic Control	1.00	LS	36,500.00	36,500.00
BP.2	Total Base Bid Price (Schedule A)				\$162,224.00

BID PROPOSAL

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

One hundred sixty two thousand two hundred twenty four dollars

BP.4 BIDDER INFORMATION:

Company Name:	Intermountain Slurry Seal, Inc.
Federal ID No.:	87-0307259
Mailing Address:	1900 Glendale Avenue
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775.358.1355
Complete Fax Number:	775.355.3458
Fax Number including area code:	775.355.3458
E-mail:	marc.thoreson@gcinc.com

Contact Person / Title:	Joe Mummau, Project Manager
Mailing Address:	PO Box 1841
City, State, Zip Code:	Sparks, NV 89432
Complete Telephone Number:	775.358.1355
Complete Fax Number:	775.355.3458
E-mail Address:	joe.mummau@gcinc.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0023657
License Classification(s):	A-General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	March 19, 1986
Date of Expiration:	March 31, 2018
Name of Licensee:	Intermountain Slurry Seal, Inc.
Carson City Business License Number:	16-00010489
Date Issued:	December 16, 2015
Date of Expiration:	December 31, 2016

BID PROPOSAL

Name of Licensee:	Intermountain Slurry Seal, Inc.
-------------------	---------------------------------

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership: N/A

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:	Wyoming
Date Incorporated:	April 23, 1982
Name of Corporation:	Intermountain Slurry Seal, Inc.
Mailing Address	PO Box 1841
City, State, Zip Code:	Sparks, NV 89432
Telephone Number:	775.358.1355
President's Name:	See Appendix A1...List of Officers
Vice-President's Name:	
Other 1) Name & Title:	

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Joe Mammau	12
Title 1) Pavement Marking Manager	

Name 2) Marc Thoreson	15
Title 2) Chief Estimator	

Name 3) Jason Norwood	10
Title 3) Striping Superintendent	

Name 4)	
Title 4)	

Name 5)	
Title 5)	

Name 6)	
Title 6)	

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

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

See Appendix B1...Completed Jobs

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

BID PROPOSAL

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

BID PROPOSAL

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

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



 Signature of Authorized Certifying Official

 Marc C. Thoreson

 Printed Name

Chief Estimator

 Title

 August 05, 2016

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	.62	1.5
2015	.61	1.2

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

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

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor Intermountain Slurry Seal, Inc.	Address <i>1120 TERMINAL WAY, RENO, NV 89502</i> 4900 Glendale Avenue Sparks, NV 89431		
Phone 775.358.1355	Nevada Contractor License # 0023657	Limit of License Unlimited	
Description of work <i>ALL WORK EXCEPT THAT LISTED ABOVE BY OTHERS OR NOT REQUIRED TO BE LISTED</i>			
Name of Subcontractor <i>NONE</i>	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor <i>INTERMOUNTAIN SURRY SEAL, INC.</i>		Address <i>1120 TERMINAL WAY, RENO, NV 89502</i>	
Phone <i>(775) 358-1355</i>	Nevada Contractor License # <i>0023657</i>	Limit of License <i>UNLIMITED</i>	
Description of work <i>ALL WORK EXCEPT THAT LISTED HEREIN BY OTHER OR NOT REQUIRED TO BE LISTED</i>			
Name of Subcontractor <i>NONE</i>		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor <i>INTERMOUNTAIN SLOTTING SEAL, INC.</i>		Address <i>1120 TERMINAL WAY, RENO, NV 89502</i>	
Phone <i>(775) 358-1355</i>	Nevada Contractor License # <i>0023657</i>	Limit of License <i>UNLIMITED</i>	
Description of work <i>ALL WORK EXCEPT THAT LISTED HEREIN BY OTHERS OR NOT REQUIRED TO BE LISTED</i>			
Name of Subcontractor <i>NONE</i>		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

BP. 13

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(5), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

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

BID PROPOSAL

Local Preference Affidavit

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

I, Marc C. Thoreson, on behalf of the Contractor, Intermountain Slurry Seal, Inc., swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. 1617-032, Project Name 2016 Long Line Striping Program, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Intermountain Slurry Seal, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

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

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

By: Marc C. Thoreson Title: Chief Estimator

Signature: [Handwritten Signature] Date: August 05, 2016

Signed and sworn to (or affirmed) before me on this 5th day of August, 2016, by Marc Thoreson (name of person making statement).

State of Nevada)

County of Washoe)ss.

[Handwritten Signature] STAMP AND SEAL
Notary Signature



BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION: _____

STATE OF Wash Nevada
COUNTY OF Washoe) SS

I Marc C. Thoreson (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 "2016 Long Line Striping Project", contract number 1617-032, 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:

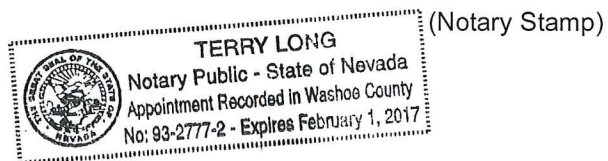
PRINTED NAME OF BIDDER: Marc C. Thoreson
TITLE: Chief Estimator
FIRM: Intermountain Slurry Seal, Inc.
Address: 1900 Glendale Avenue
City, State, Zip: Sparks, NV 89431
Telephone: 775.358.1355
Fax: 775.355.3458
E-mail Address: marc.thoreson@gcinc.com

[Signature]
(Signature of Bidder)

DATED: August 05, 2016

Signed and sworn (or affirmed), before me on this 5th day of August, 2016, by Marc Thoreson.

[Signature]
(Signature of Notary)



INTERMOUNTAIN SLURRY SEAL, INC.
List of Officers

NAME	Present Office Position
Jason T. Klaumann	President
Kathleen Schreckengost	Vice President, Treasurer & Assistant Secretary
Darren S. Beevor	Vice President, Controller & Secretary
Gary R. Price	Vice President & Assistant Secretary

INTERMOUNTAIN SLURRY SEAL, INC.
 2015 Completed Jobs Greater than \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
			Prime	Sub				
500981	County of Goshen PO Box 160 Torrington, WY 82240-0160	2014 Chip Seal Rehabilitation Contract No.: N/A Goshen County, WY Chip Seal	X		N/A	Brian Wakefield (307) 532-3811 (307) 532-3251 (F) brian@benchmark-torr.com	845,743	7/30/2015
518474	State of Utah 4501 South 2700 West Salt Lake City, UT 84114	SR-45 Chip Seal Contract No.: 56100000087 Utah County, UT Chip Seal	X		N/A	Debra Boulton (801) 965-4070 (801) 965-4073 (F) dboulton@utah.gov	578,168	6/25/2015
521789	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816	Route 150 Slurry Seal Contract No.: 07-4Y8404 Ventura County, CA Slurry Seal	X		N/A	Hector Arroyo (805) 480-4928 Fax: N/A hector.arroyo@dot.ca.gov	708,767	10/28/2015
528685	State of Nevada PO Box 170 Las Vegas, NV 89125-0170	US 93 - SPCL 54 Microsurfacing Contract No.: 3581 Valley of Fire State Park, NV Microsurfacing	X		N/A	Saml Yousuf (702) 730-3361 Fax: N/A syousuf@dot.state.nv.us	1,519,083	5/29/2015
528714	City of San Diego 1010 Second Avenue Suite 1400 San Diego, CA 92101-4905	FY 14 - Slurry Seal Group 3 Contract No.: K-15-0230-DBB-3 San Diego, CA Slurry Seal	X		N/A	Damian Singleton (619) 535-3482 (619) 535-3633 (F) dsingleton@sandiego.gov	2,504,816	10/15/2015
529289	State of Montana Department of Transportation 2701 Prospect Avenue Helena, MT 59620-1001	Lonepine - South Contract No.: STPP 36-1(27)21 Sanders County, MT Microsurfacing	X		N/A	John Benda (406) 523-5858 Fax: N/A jbenda@mt.gov	597,992	9/30/2015
530484	Chelan County Public Works Department 316 Washington Street Suite 316 Wenatchee, WA 98801-4105	Countywide Pavement Preservation Contract No.: 681 Chelan County, WA AR Chip Seal	X		N/A	Aaron Miller (509) 667-6639 Fax: N/A aaron.miller@co.chelan.wa.us	4,403,220	8/20/2015
536842	City of Tucson PO Box 27210 Tucson, AZ 85726-7210	Road Recovery FY 2015 Residential Package 1 Contract No.: S409-15RS-01 Tucson, AZ Scrub Seal and Microsurfacing	X		N/A	Lance Peterson (520) 791-3154 (520) 791-4735 (F) lance.peterson@tucsonaz.gov	2,810,197	7/21/2015
536854	Clark County 1300 Franklin Street Vancouver, WA 98660-2865	2014 Joint City-County Preservation Contract Contract No.: 18220 Clark County, WA AR Chip Seal and Slurry Seal	X		N/A	Cori Wiessner (360) 397-6118 (360) 397-6087 (F) cori.wiessner@clark.wa.gov	1,638,239	9/30/2015
536865	City of Bullhead 2355 Triane Road Bullhead City, AZ 86442-5666	Neighborhood Street Improvement Program 26 Contract No.: 14-E-013 Bullhead City, AZ Microsurfacing	X		N/A	Dennis Stubbelfield (928) 765-0128 (928) 765-0131 (F) dstubbelfield@bullheadcity.com	1,386,772	5/8/2015
536802	State of Montana Department of Transportation 2701 Prospect Avenue Helena, MT 59620-1001	Charlottesville & Hamilton - South Contract No.: NH 7-1(15)39 & NH 7-1(147)44 Favall County, MT Microsurfacing	X		N/A	Darrell Williams (406) 642-9526 (406) 642-9538 (F) darwilliams@mt.gov	946,049	9/30/2015
539865	City of Albuquerque PO Box 1293 Albuquerque, NM 87103-1293	City Of Albuquerque 2015 Contract No.: 924102 Albuquerque, NM Microsurfacing	X		N/A	Aaron Romero (505) 768-3333 (505) 768-3355 (F) aaronomero@cabq.com	1,066,002	5/31/2015
545366	City of Vancouver PO Box 1965 Vancouver, WA 98668-1965	City Of Vancouver Contract No.: 18220 City of Vancouver, WA AR Chip Seal, Slurry Seal, and Microsurfacing	X		N/A	Steve Lee (360) 487-7130 (360) 487-7139 (F) steve.lee@cityofvancouver.us	2,709,857	9/30/2015

INTERMOUNTAIN SLURRY SEAL, INC.
 2015 Completed Jobs Greater than \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
			Prime	Sub				
546397	State of Colorado 4201 East Arkansas Avenue Room 117 Denver, CO 80222-3406	SH 71 & SH 59 Minor HMA Overlay Contract No.: STA 071A-016 Washington County & Yuma County, CO Chip Seal		X	McAtee Construction Company PO Box 1908 Sterling, CO 80751-7908	Darren Gebhard (870) 520-5032 Fax: N/A dgebhart@simoncontractors.com	715,922	8/12/2015
547721	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816	Highway 145, 190, and 201 Seal Coat Contract No.: 06-052204 Fresno County, Madera County, and Tulare County, CA AR Chip Seal	X		N/A	Fernando De Alba (559) 897-5631 Fax: N/A fernando.dealba@dot.ca.gov	1,307,579	10/8/2015
550489	County of Yavapai 1100 Commerce Drive Prescott, AZ 86305-3712	2014-2015 Annual Pavement Preservation Scrub Seal Project Contract No.: 1519392 Yavapai County, AZ Scrub Seal and Fog Seal	X		N/A	Aric Stewart (928) 777-7519 (928) 771-3167 (F) aric.stewart@javapai.us	1,060,808	6/30/2015
551014	Federal Highway Administration 610 East 5th Street Vancouver, WA 98661-3801	ORWA Pavement Preservation Contract No.: DTFH70-15-R-0008 Various Locations in ORWA Microsurfacing	X		N/A	Henry Rettinger (360) 619-7796 Fax: N/A henry.rettinger@dot.gov	1,364,621	8/28/2015
551092	New Mexico Department of Transportation 28 Bibb Industrial Drive Las Vegas, NM 87701-0000	NM Dist 4 MP 454.18 to 460.6 Contract No.: SP-4-15(321) Las Cruces, NM Microsurfacing	X		N/A	John Duran (575) 445-9553 Fax: N/A john.duran@state.nm.us	1,121,216	6/10/2015
551116	County of San Diego 5560 Overland Avenue Suite 270 San Diego, CA 92123-1204	Countywide Slurry Seal Resurfacing Contract No.: 1019238 San Diego, CA Slurry Seal	X		N/A	Ian Nguyen (658) 232-1088 Fax: N/A ian.nguyen@sdcountry.ca.gov	1,870,513	11/1/2015
553914	City of Lubbock 1629 13th Street Room 204 Lubbock, TX 79401-3880	Microsurfacing Contract No.: 12250 Lubbock, TX Microsurfacing	X		N/A	Dwain Mitchell (806) 775-3680 Fax: N/A dmitchell@mail.ci.lubbock.tx.us	2,890,673	9/28/2015
554707	Federal Highway Administration 12300 West Dakota Avenue Lakewood, CO 80228-2555	Rocky Mountain National Park Contract No.: CO FTNP ROMO PRES (115) Rocky Mountain National Park Microsurfacing	X		N/A	Jim Kerrigan (720) 965-3362 Fax: N/A james.kerrigan@dot.gov	1,835,171	9/1/2015
556400	State of Colorado 4201 East Arkansas Avenue Room 117 Denver, CO 80222-3406	Placerville to Ridgway Phase I Contract No.: C19704 San Miguel County, CO Chip Seal	X		N/A	Michael Cogghins (870) 385-3621 (870) 385-5361 (F) michael.cogghins@state.co.us	1,461,094	9/30/2015
556613	City of Hanford 900 South 10th Avenue Hanford, CA 93230-5234	FY 14/15 Cape Seal Treatment Project Contract No.: 050-2667-815622 Hanford, CA Cape Seal	X		N/A	Aaron McWilliams (559) 885-2562 Fax: N/A amcwilliams@cityofhanfordca.com	672,807	7/15/2015
563059	State of Montana Department of Transportation 2701 Prospect Avenue Helena, MT 59620-1001	Ashley Creek - South Contract No.: 01615 Flathead County, MT Microsurfacing	X		N/A	Steve Mays (406) 751-2040 Fax: N/A smeyers@mt.gov	1,081,211	9/30/2015
563423	County of Pierce 615 South 9th Street Tacoma, WA 98405-4673	2015 Cape Seal and Microsurfacing Program Contract No.: N/A Pierce County, WA Cape Seal and Microsurfacing	X		N/A	Brett Sontag (253) 798-0297 Fax: N/A bsontag@co.pierce.wa.us	967,578	8/28/2015
563516	City of Visalia 707 West Avequia Avenue Visalia, CA 93291-6341	2015 Reclamite Seal Project Contract No.: 14-15-73 Visalia, CA Reclamite Seal	X		N/A	Norm Goldstrom (559) 713-4186 (559) 713-4196 (F) ngoldstrom@ci.visalia.ca.us	1,277,760	9/11/2015

INTERMOUNTAIN SLURRY SEAL, INC.
 2015 Completed Jobs Greater than \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
			Prime	Sub				
565411	City of West Richland 3901 West Van Giesen West Richland, WA 98653-5033 AR Chip Seal	2015 Pavement Preservation Project Contract No.: N/A West Richland, WA AR Chip Seal	X		N/A	Drew Woodruff (509) 967-5434 Fax: N/A drew@westrichland.org	570,570	9/15/2015
566897	City of Santa Clarita 23920 Valencia Boulevard Suite 300 Santa Clarita, CA 91355-2198 Slurry Seal	2014-15 Annual Slurry Seal Project Contract No.: M0102 Santa Clarita, CA Slurry Seal	X		N/A	Frank Lujan (861) 286-4138 (861) 254-3538 (F) flujan@santa-clarita.com	952,398	12/3/2015
567496	Town of Truckee Department of Public Works 10183 Truckee Airport Road Truckee, CA 96161 Slurry Seal	2015 Slurry Seal Project Contract No.: C1501 Truckee, CA Slurry Seal	X		N/A	Tony Lashbrook (530) 582-7700 (530) 582-7710 (F) tlashbrook@townoftruckee.com	641,077	9/30/2015
567714	City of Concord 1950 Parkside Drive Concord, CA 94519-2526 Slurry Seal	FY 14-15 Pavement Maintenance Project Contract No.: PJ 2329 Concord, CA Slurry Seal	X		N/A	Jeff Rogers (925) 871-3108 (925) 871-3375 (F) jeff.rogers@cityofconcord.org	1,700,813	11/11/2015
571291	City of Las Cruces 700 North Main Street Las Cruces, NM 88004 Microsurfacing	2015-2016 Micro Surfacing Maintenance Project Contract No.: 15-16-015 Las Cruces, NM Microsurfacing	X		N/A	Will Bass (575) 528-3107 Fax: N/A wbass@las-cruces.org	921,057	10/12/2015
453675	State of Wyoming Department of Transportation 5300 Bishop Boulevard Cheyenne, WY 82009-3340 Chip seal	Wyoming Department of Transportation District 4 Contract No.: STP-PM-B144024 & NHPP-PM-B1440 Various Locations in WY Chip seal	X		N/A	Leslie Ranta (307) 352-3036 (307) 352-3150 (F) leslie.ranta@wyo.gov	2,615,937	7/12/2015
453704	State of Wyoming Department of Transportation 5300 Bishop Boulevard Cheyenne, WY 82009-3340 Chip seal	Wyoming Department of Transportation District 3 Contract No.: B143034, B143026 & B143401 Various Locations in WY Chip seal	X		N/A	Leslie Ranta (307) 352-3036 (307) 352-3150 (F) leslie.ranta@wyo.gov	2,661,911	7/31/2015
473853	City of Winnemucca and Humboldt County 90 West Fourth Street Winnemucca, NV 89445-3298 AR chip seal	The City of Winnemucca and Humboldt County Chip Seal Contract No.: PWP-HU-2014-184 City of Winnemucca, NV AR chip seal	X		N/A	Steve West (775) 623-6333 (775) 623-6090 (F) wmcadsw@winnemuccacity.org	1,062,468	5/29/2015
474096	Federal Highway Administration 12300 West Dakota Avenue Lakewood, CO 80228-2595 Microsurfacing and Chip Seal	Crater Lake National Park Pavement Preservation Contract No.: DTFH68-14-R-00020 Crater Lake National Park Microsurfacing and Chip Seal	X		N/A	Tim Marshall (720) 965-3467 (760) 934-8609 (F) timothy_marshall@fhwa.dot.gov	3,505,764	6/26/2015
479061	City of Vancouver PO Box 1985 Vancouver, WA 98668-1995 AR Chip Seal, Slurry Seal, and Microsurfacing	2014 City of Vancouver Contract No.: N/A City of Vancouver, WA AR Chip Seal, Slurry Seal, and Microsurfacing	X		N/A	Steve Lee (360) 487-7130 (360) 487-7139 (F) stevelee@cityofvancouver.us	2,559,616	7/3/2015
489301	State of Wyoming Department of Transportation 5300 Bishop Boulevard Cheyenne, WY 82009-3340 Microsurfacing	Evanson Streets Contract No.: STPU-EV-B143010 City of Evanson, WY Microsurfacing	X		N/A	Damon Newsome (307) 786-3363 (307) 786-7155 (F) damon.newsome@wyo.gov	1,730,261	10/3/2015
432986	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129 Chip Seal	District 4 Chip Seal 2014 Contract No.: 7835 Twin Falls City, ID Chip Seal	X		N/A	Justin Price (208) 886-7851 (208) 886-7895 (F) justin.price@idaho.gov	3,033,826	9/10/2015
511447	State of Utah 4501 South 2700 West Salt Lake City, UT 84114 Microsurfacing	US-89 & SR 235 Contract No.: F-R198(175) Weber County, UT Microsurfacing	X		N/A	Jace Mecham (801) 782-0814 Fax: N/A jmecham@utah.gov	1,163,125	10/31/2015

INTERMOUNTAIN SLURRY SEAL, INC.
 2015 Completed Jobs Greater than \$500,000

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
			Prime	Sub				
513664	State of Utah 4501 South 2700 West Salt Lake City, UT 84114	SR 273 & SR 106 Contract No.: F-R198(176) Davis County, UT Microsurfacing	X		N/A	Tom Roylance (801) 622-1681 (801) 620-1665 (F) troylance@utah.gov	834,672	8/31/2015

INTERMOUNTAIN SLURRY SEAL, INC.

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Kathleen Schreckengost, do hereby certify that I am duly qualified as Assistant Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective December 16, 2015 by unanimous written consent of the Board of Directors, held without a meeting as authorized by 17-16-821 of the Wyoming Business Corporation act and the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 21, 2015

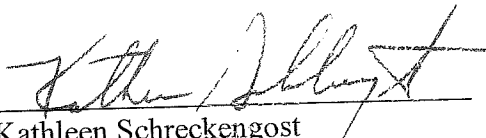

Kathleen Schreckengost

EXHIBIT 1

AUTHORIZED SIGNERS
Intermountain Slurry Seal, Inc.
California, Nevada, Utah, Northwest Area and Texas

AUTHORIZED SIGNERS

Gary R. Price, VP & Assistant Secretary
James Bryan Warner, Construction Manager
Marc C. Thoreson, Chief Estimator
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Daniel J. Cruz, Project Manager
Derrick Deckwa, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Scott Curtis, Regional Division Controller

ATTESTORS

Gary R. Price, VP & Assistant Secretary
James Bryan Warner, Construction Manager
Marc C. Thoreson, Chief Estimator
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Daniel J. Cruz, Project Manager
Derrick Deckwa, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Derrick Deckwa, Project Manager
Scott Curtis, Regional Division Controller
Jane Nielson, Office Administrator
Kari Coleman, Office Administrator
Brooke Precourt, Office Manager

EXHIBIT 2

AUTHORIZED SIGNERS
Intermountain Slurry Seal, Inc.
California, Nevada, Northwest and Utah Areas

AUTHORIZED SIGNERS
Jason T. Klaumann, President

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110



CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-15-0125

INTERMOUNTAIN SLURRY SEAL, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0023657 ORIGINAL ISSUE DATE: 03/19/1986 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED
STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON APRIL 1, 2016 AND EXPIRES ON MARCH 31, 2017, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER
DATE 3/4/2016

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



STAFF REPORT

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

Meeting Date: August 16, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (Information only) TRAFCC Meeting update for meeting held on Thursday, July 28, 2016.

Staff Summary: To provide the RTC and the public information about the July TRAFCC Meeting. A record of this meeting is available on the Carson City website under the Meetings Agendas and Recordings page.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion - N/A

Background/Issues & Analysis

TRAFCC was established as an advisory group to act as a forum to educate the public regarding transportation projects in Carson City and to assist in the prioritization of available funds. The second meeting included a presentation by Dr. Hajj, Associate Professor at the University of Nevada, Reno, on Carson City's pavement management system. The presentation also summarized the City's progress on current transportation projects. The meeting was concluded with a question and answers dialogue between TRAFCC members and Carson City Staff. Next meeting will be held on August 25, 2016.

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives - N/A

Supporting Material - N/A



**Carson City Regional Transportation Commission
Item for Commission Information**

RTC Meeting Date: August 16, 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: August 3, 2016
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 2016**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	710 blocks applied
Street Patching Operation	60 tons of asphalt installed
Pot Hole Repairs	32

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	Crown cleaning performed in twenty-three trees.
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	2061 gallons of herbicide was applied throughout Right-of-Way.

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	32.25
Curb & Gutter Linear Feet	98
Sidewalk & Flat Work Sq/Ft	1,282
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc.	<ul style="list-style-type: none"> • Repaired multiple potholes on Lompa Ln. • Saw cut and removed areas of asphalt with failures due to water leaks and concrete repairs.
Shoulder Work on Asphalt Roads	Fixed eighty feet of shoulder at the top of Kings Canyon
Debris cleaned up	80 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	N/A
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	80 yards

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	891.1
Yards of Material Picked Up	388.5 Yards
City Parking Lots Swept	Fuji Park, Edmonds Sports Complex, Governors Field, and Mills Park

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	18
Bins Hauled for Sweeping Operation	48
Bins Hauled for Other Operations	2 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	25
Signs Replaced	37
Sign Post Replaced	7
Signs Replaced due to Graffiti Damage	24
Delineators	35
Cross Walks Painted	19
Stop Bars Painted	12
Yield Bars Painted	8
Right Arrows Painted	0
Left Arrows Painted	55
Straight Arrows Painted	0
Stop (word)	5
Only (word)	18
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	N/A
Wind	N/A



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: August 16, 2016
Time Requested: 15 Minutes

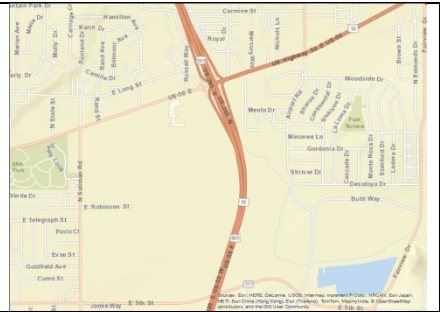
To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: August 3, 2016
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information

List of Projects

- Carson City Freeway Multi-Use Path
- Wide Crack Repair Project
- Flashing Yellow Arrow Intersection Improvement Project
- Airport Road Reconstruction
- College Parkway/Research Way Intersection Improvements (Public/Private Partnership)
- City Wide Patching Project
- Goni Road/Convair Drive (Public/Private Partnership)
- Appion Way
- Fifth Street loop at Riverview Park
- Traffic Line Markings (Long Line)

Carson City, Nevada Project Description Report

Project Name:	Carson City Freeway Multi-Use Path	
Department Responsible:	Public Works	
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No: 011501
Total Estimated Cost:	\$684,000	Project to Date Cost: \$39,596



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$684,000
Status: At 60% design, working with NDOT on temporary construction easements and power relocation.				

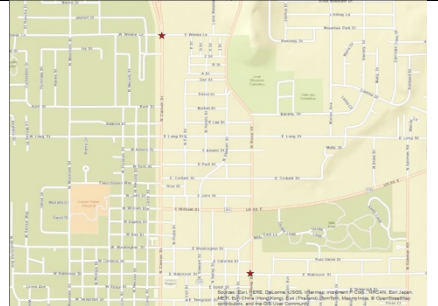
Carson City, Nevada Project Description Report

Project Name:	Wide Crack Repair Project	
Department Responsible:	Public Works	
Project Description:	The project consists of the repair of wide cracks throughout the city. A contractor will fill the cracks with an asphalt mix and City crews will seal the new asphalt. Known cracks to be repaired will be identified by City staff as well as those identified by residents' concerns that meet the criteria.	
Justification:	The Board of Supervisors approved the transfer of funds from the general fund to the streets fund specifically for the repair of large cracks throughout the city and as means to directly respond and address the concerns of residents.	
Project Location:	Citywide.	Project No:
Total Estimated Cost:	\$250,000	Project to Date Cost: \$246,000



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREET MAINTENANCE	\$0	\$0	\$250,000
Status: Project awarded on 11/17/2015, work began on April 11 th . The project is complete.				

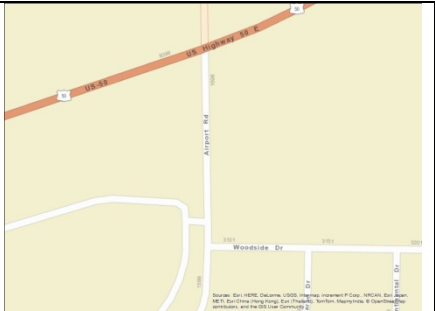
Carson City, Nevada Project Description Report

Project Name:	Flashing Yellow Arrow Intersection Improvement Project		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of flashing yellow arrows and other traffic signal modifications as well as the construction ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.		
Justification:	This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.		
Project Location:	The intersection of Winnie Lane and Carson Street	Project No: 031502	
Total Estimated Cost:	\$500,000	Project to Date Cost: \$82,500	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC			\$563,295
Status: Construction contract is before the RTC in August. Construction is anticipated to begin in October.				

Carson City, Nevada Project Description Report

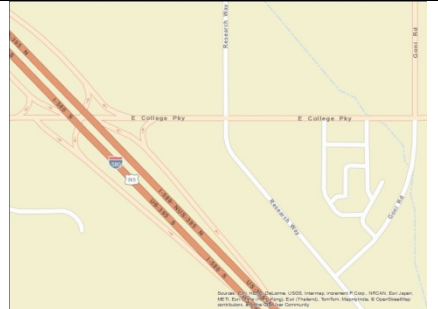
Project Name:	Airport Road Reconstruction	
Department Responsible:	Public Works	
Project Description:	The project consists of the reconstruction of Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive as well as the construction of all ADA-compliant infrastructure within the project area.	
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements. This project is being implemented with RTC funds.	
Project Location:	Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive.	Project No: ST0008
Total Estimated Cost:	\$200,000	Project to Date Cost: \$16,000



Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$200,000	
Status: Design Complete, bids received in May, and the contract awarded at July RTC. Construction started August 1 st and is planned to be completed on August 10 th .				


Carson City, Nevada Project Description Report

Project Name:	College Parkway/Research Way Intersection Improvements	
Department Responsible:	Public/Private partnership between Public Works and the developer of the Maverik Gas Station Extension	
Project Description:	The project consists of the installation of a traffic signal at the intersection of College Parkway and Research Way.	
Justification:	This project will significantly improve the safety and operations of the currently unsignalized intersection of College Parkway and Research Way. The level of traffic at this intersection has continued to increase with the opening of the College Parkway interchange with the Carson City Freeway and ensuing development on Research Way and its vicinity. The City will be responsible for half of the cost and the developer (Maverik) will fund the other half. Public Works staff will be designing the project.	
Project Location:	The intersection of College Parkway and Research Way.	Project No: 031601
Total Estimated Cost:	\$475,000 (Developer responsible for 50% of construction cost)	Project to Date Cost: \$3,400




Source of Funding			
Fund No	Fund Name	FY 2014-15	FY 2015-16
250	RTC		\$475,000
Status: Bids opened and were handed off to Maverick for construction. Construction is expected to start in late September.			

Carson City, Nevada Project Description Report

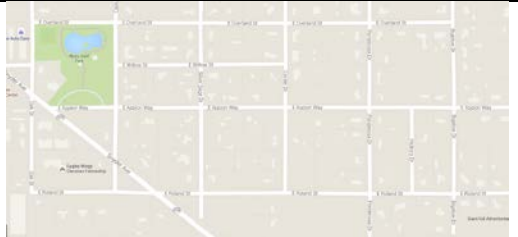
Project Name:		City Wide Patching		
Department Responsible:		Public Works		
Project Description:		Repair existing asphalt in locations throughout the City		
Justification:		Poor roadway conditions		
Project Location:		Throughout the City	Project No: ST010	
Total Estimated Cost:		\$265,000	Project to Date Cost: \$5,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$265,000	
Status: The project was awarded to Vega Asphalt and construction began in July. Construction is anticipated to continue into September.				

Carson City, Nevada Project Description Report

Project Name:	Goni Road / Convair Drive		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Goni Road		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance.		
Project Location:	Goni Road, between Boeing Way and Kelvin Road Convair Drive, between Arrowhead Drive and Boeing Way	Project No: 031605	
Total Estimated Cost:	Public/Private Partnership \$575,000 (Approximately \$125,000 to be contributed by Cinderlite)		Project to Date Cost: \$30,000

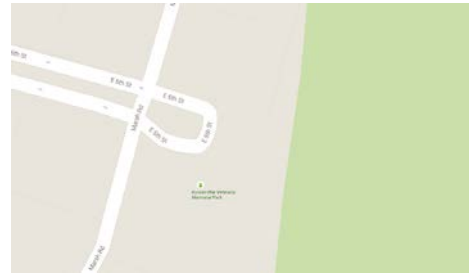
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$		\$700,000
Status: The project has been awarded and construction has begun. Construction is anticipated to continue until mid-August.				

Carson City, Nevada Project Description Report


Project Name:	Appion Way Reconstruction		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Appion Way		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements.		
Project Location:	Appion Way, between California Street and Bigelow Drive	Project No: 31607	
Total Estimated Cost:	\$500,000	Project to Date Cost: \$12,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$		\$500,000
Status: Opened bids on June 15th, Cruz Construction was awarded the contract in July. Construction has commenced.				

Carson City, Nevada Project Description Report

Project Name:	Fifth Street Loop at Riverview Park			
Department Responsible:	Public Works			
Project Description:	Road and sidewalk improvements, includes two handicap spaces			
Justification:	Drainage has deteriorated existing road, improvements will improve drainage and will provide ADA compliant sidewalks			
Project Location:	Fifth Street Loop, east of Marsh Road		Project No: ST0012	
Total Estimated Cost:	\$86,000		Project to Date Cost: \$ 30,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance	\$0	\$110,000	\$0
Status: The project began in mid-June and should be completed towards the end of August.				

Carson City, Nevada Project Description Report

Project Name:	Traffic Line Markings (Long Line)			
Department Responsible:	Public Works			
Project Description:	Paint traffic line markings.			
Justification:	Safety of motoring/cycling public.			
Project Location:	Citywide	Project No: 30805		
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$0		
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-2017
256	Street Maintenance	\$173,000	\$141,691	\$140,604
Status: Annual project. Construction contract to be awarded at the August RTC.				