



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

Day: Wednesday
Date: May 9, 2018
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

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

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

1. ROLL CALL AND DETERMINATION OF A QUORUM

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

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

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

5. APPROVAL OF MINUTES:

5.A (For Possible Action) April 11, 2018 Draft Minutes

6. PUBLIC MEETING ITEM(S):

6.A (For Possible Action) To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-174 “North Carson Street ADA Improvement Project” for base bid of \$175,072.00, plus a 10% contingency amount of up to \$17,507.20 for a total not to exceed amount of \$192,579.20 to be funded from the RTC Fund as provided in the FY18 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the North Carson Street ADA Improvements Project. The project consists of reconstructing concrete curb ramp, driveways and sidewalks on the East side of Carson Street from John Street to Bath Street.

6.B (For Possible Action) To accept responsibility for the match portion, in the amount of \$191,776, for the Federal Transit Administration Fiscal Year 2017 Section 5339(b) discretionary funds awarded for the replacement of two Jump Around Carson fixed route buses.

Staff Summary: In July 2017, the FTA announced the availability of approximately \$226.5 million of FY 2017 funds for buses, bus facilities, and bus equipment. In August 2017, the Carson Area Metropolitan Planning Organization submitted a competitive grant application, requesting \$477,480 for the purchase of two vehicles. To replace those in the Jump Around Carson (JAC) transit system fixed route fleet that had met their federally defined useful lives. To better position itself for grant award, CAMPO requested a federal share of 70 percent, instead of the maximum federal share of 80 percent, resulting in a local match of \$191,776

6.C (Information only) Information on actionable items of identified improvements to the Jump Around Carson (JAC) transit system resulting from the JAC Transit Survey.

Staff Summary: Staff presented results of the JAC Transit Survey during the January RTC meeting. The survey was conducted the week of October 30, 2017 to gauge system performance and to capture basic demographics of the riding public. Data will eventually be incorporated into future transportation planning document(s), but will also guide decision-making as it relates to potential changes to the system. While many recommendations from the public were received, a few stand out as meeting the balance between most desired and most feasible. These will serve as the primary focus, or “actionable items” of planned improvements to JAC.

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

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

8. BOARD COMMENTS (Information only): Status reports and comments from the members of the RTC Board.

9. 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.

10. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, June 13, 2018, at the Sierra Room - Community Center, 851 East William Street.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations on Thursday, May 3, 2018, before 5:00 p.m.:

City Hall, 201 North Carson 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 meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, April 11, 2018 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

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

STAFF: Darren Schulz, Public Works Department Director
Lucia Maloney, Transportation Manager
Dirk Goering, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Hailey Lang, Transportation Planner
Jason Link, Chief Financial Officer
Dan Yu, Deputy District Attorney
Tamar Warren, Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:30:55) - Vice Chairperson Bagwell called the meeting to order at 5:30 p.m. Ms. Warren called the roll; a quorum was present. Chairperson Bonkowski was absent.

2. AGENDA MANAGEMENT NOTICE (5:31:18) - Vice Chairperson Bagwell entertained modifications to the agenda; however, none were forthcoming.

3. DISCLOSURES (5:31:23) - Vice Chairperson Bagwell entertained disclosures; however, none were forthcoming.

4. PUBLIC COMMENT (5:31:33) - Vice Chairperson Bagwell entertained public comment; however, none was forthcoming.

5. ACTION ON APPROVAL OF MINUTES - March 14, 2018 (5:31:45) - Vice Chairperson Bagwell introduced this item. **Commissioner Kimbrough moved to approve the minutes. Commissioner Stedfield seconded the motion. Motion carried 4-0.**

6. PUBLIC MEETING ITEMS:

6(A) PRESENTATION OF A PROGRESS REPORT ON THE PEDESTRIAN CROSSING IMPROVEMENTS TO BE LOCATED ON STEWART STREET, BETWEEN LITTLE LANE AND WRIGHT WAY; IMPROVEMENTS INCLUDE TWO RECTANGULAR RAPID FLASHING BEACONS, LIGHTING, AND ASSOCIATED ADA IMPROVEMENTS (5:32:10) - Vice Chairperson Bagwell introduced this item. Mr. Goering provided background information, reviewed the agenda materials, and introduced NDOT Traffic Safety Engineer / Program Manager Lori Campbell. Ms.

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Campbell presented the project in conjunction with displayed slides, and responded to questions of clarification. Discussion followed. Vice Chairperson Bagwell entertained public comment and, when none was forthcoming, thanked Ms. Campbell for her presentation.

6(B) POSSIBLE ACTION TO AUTHORIZE THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION TO REIMBURSE THE FEDERAL HIGHWAY ADMINISTRATION, CENTRAL FEDERAL LANDS HIGHWAY DIVISION, FOR SCOPING WORK ASSOCIATED WITH THE FEDERAL LANDS ACCESS PROGRAM GRANT FOR KINGS CANYON ROAD AND TRAILHEAD PROJECT (5:54:29) - Vice Chairperson Bagwell introduced this item, and Mr. Goering reviewed the agenda materials. Ms. Maloney commended Mr. Goering on management of the second FLAP grant. Vice Chairperson Bagwell entertained commissioner and public comments and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to authorize the Carson City Regional Transportation Commission to reimburse the Federal Highway Administration Central Federal Lands Highway Division for scoping work associated with the Federal Lands Access Program grant for Kings Canyon Road and trailhead project. Commissioner Macquarie seconded the motion.** Vice Chairperson Bagwell entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

6(C) POSSIBLE ACTION TO APPROVE CARSON CITY'S FISCAL YEAR 2019 - 2023 PAVEMENT MANAGEMENT PLAN (5:58:39) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney provided background information. Mr. Goering reviewed the agenda materials, noting the revised plan which had been distributed to the commissioners, the Clerk, and made available to the public prior to the start of the meeting. Mr. Goering and Ms. Maloney responded to questions of clarification. Vice Chairperson Bagwell entertained public comment and, when none was forthcoming, a motion. **Commissioner Macquarie moved to approve Carson City's Fiscal Year 2019 - 2023 Pavement Management Plan. Commissioner Stedfield seconded the motion.** Vice Chairperson Bagwell entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

6(D) INFORMATIONAL OVERVIEW ON BUDGETS OF THE TRANSIT, CARSON CITY REGIONAL TRANSPORTATION COMMISSION, AND STREET MAINTENANCE (6:15:20) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney provided an overview. Ms. Maloney noted that the commission had recently approved approximately \$230,000 toward the Curry Street Project. She advised that the funding is reserved in the Transportation Infrastructure Account for 2019.

Mr. Link reviewed the agenda materials in conjunction with displayed slides. Mr. Link, Ms. Maloney, and Mr. Goering responded to questions of clarification. Mr. Schulz provided additional detail. Vice Chairperson Bagwell entertained public comment; however, none was forthcoming.

6(E) POSSIBLE ACTION TO DETERMINE THAT INTERMOUNTAIN SLURRY SEAL IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1718-170, "FAIRVIEW PAVEMENT PRESERVATION PROJECT," FOR A BASE BID OF \$344,344.00, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$34,434.40, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$378,778.40, TO BE FUNDED FROM THE RTC ACCOUNT, AS PROVIDED IN THE FY 18 BUDGET (6:25:51) - Vice Chairperson Bagwell introduced this item, and Mr. Goering reviewed the

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agenda materials. Vice Chairperson Bagwell entertained commissioner and public comments and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to determine that Intermountain Slurry Seal is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1718-170, "Fairview Pavement Preservation Project," for a base bid of \$344,344.00, plus a ten percent contingency amount of up to \$34,434.40, for a total not-to-exceed amount of \$378,778.40, to be funded from the RTC Account, as provided in the FY 18 budget. Commissioner Macquarie seconded the motion. Motion carried 4-0.** Ms. Maloney advised that the bid was submitted approximately \$300,000 under the engineer's estimate. "This is a really good example of the types of cost savings that we talked about earlier with the Pavement Management Plan. We had extra money in the budget this year for the reasons [Mr. Goering] mentioned and we set ourselves up to get into that early bid schedule ... and it's also a long distance on a single facility so we're getting those cost savings for a single mobilization, single testing contract and those types of things. So we did see the costs come down in this contract. ... those are the types of things we're hoping to gain from that Pavement Management Plan."

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) TRANSPORTATION MANAGER'S REPORT (6:29:18) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney presented her report.

7(B) STREET OPERATIONS ACTIVITY REPORT (6:33:24) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney reviewed the report which was included in the agenda materials.

7(C) PROJECT STATUS REPORT (6:33:56) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney reviewed the report which was included in the agenda materials.

7(D) FUTURE AGENDA ITEMS (6:34:18) - Vice Chairperson Bagwell introduced this item, and Ms. Maloney reviewed the tentative agenda for the May commission meeting.

8. COMMISSIONER COMMENTS (6:35:05) - Vice Chairperson Bagwell entertained commissioner comments; however, none were forthcoming.

9. PUBLIC COMMENT (6:35:31) - Vice Chairperson Bagwell entertained public comment; however, none was forthcoming.

10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY, MAY 9, 2018, IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY, NEVADA (6:35:37) - Vice Chairperson Bagwell read this information into the record.

11. ACTION ON ADJOURNMENT (6:35:47) - Vice Chairperson Bagwell adjourned the meeting at 6:35 p.m.

The Minutes of the April 11, 2018 Carson City Regional Transportation Commission meeting are so approved this _____ day of May, 2018.

LORI BAGWELL, Vice Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: May 9, 2018

Staff Contact: Brian Elder, Project Manager

Agenda Title: (For Possible Action) To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-174 "North Carson Street ADA Improvement Project" for base bid of \$175,072.00, plus a 10% contingency amount of up to \$17,507.20 for a total not to exceed amount of \$192,579.20 to be funded from the RTC Fund as provided in the FY18 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the North Carson Street ADA Improvements Project. The project consists of reconstructing concrete curb ramp, driveways and sidewalks on the East side of Carson Street from John Street to Bath Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-174 "North Carson Street ADA Improvement Project" for base bid of \$175,072.00, plus a 10% contingency amount of up to \$17,507.20 for a total not to exceed amount of \$192,579.20 to be funded from the RTC Fund as provided in the FY18 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Nevada Appeal and on the Carson City website on March 2, 2018. The bids were opened at approximately 11:10 a.m. on April 4, 2018 at 201 North Carson Street, Carson City, Nevada 89701. NV NJ Construction did not properly identify the addendum and did not include the required federal documents in Attachment C of the bid package. For this reason NV NJ Construction's bid has been rejected and V&C Construction, Inc. is recommended for the award of this contract.

Present during the bid opening were: Thomas Lupo, NV NJ Construction Group; Darcy Carpenter, Sierra Nevada Construction; Justin Wilson, Justin Wilson Construction; Rachael Porcari and Janet Busse, Carson City Executive Offices; and Laura Rader, Purchasing and Contracts.

Bids were received from the following bidders.

Name of Bidder

NV NJ Construction Group
V&C Construction, Inc.
Justin Wilson Construction
Sierra Nevada Construction

Total Bid

\$ 168,862.50
\$ 175,072.00
\$ 184,596.25
\$ 262,007.00

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 Fund/Construction 250-3035-431-7040

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by up to \$192,579.20.

Alternatives - N/A

Supporting Material

- Bid Tabulation Report
- Draft Contract
- NV NJ Bid Rejection Letter

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(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# 1718-174 N. Carson St ADA Improvements Project

Date and Time of Opening: April 4, 2018 @ 11:10am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			NV NJ Construction Group Inc.		V&C Construction, Inc.		JWC		
BONDING Provided, \$, %, or no			5%		10%		5%		
BIDDER acknowledges receipt addendums			N		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00
2	Stormwater Protection	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
3	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00
4	Sawcut and Remove Bituminous Surface	3050	SF	\$0.75	\$2,287.50	\$5.00	\$15,250.00	\$3.50	\$10,675.00
5	Remove Existing PCC Sidewalk	4,250	SF	\$1.00	\$4,250.00	\$3.00	\$12,750.00	\$2.50	\$10,625.00
6	Remove Existing PCC Curb and Gutter	510	LF	\$10.00	\$5,100.00	\$6.00	\$3,060.00	\$9.50	\$4,845.00
7	Permanent Pavement Patch (5" AC on 8" Type 2 Agg. Base)	2500	SF	\$7.00	\$17,500.00	\$5.50	\$13,750.00	\$9.75	\$24,375.00
8	Install Type A PCC Sidewalk (4" concrete on 4" Agg. Base)	3175	SF	\$15.00	\$47,625.00	\$9.50	\$30,162.50	\$6.75	\$21,431.25
9	Install Type 1 PCC Curb and Gutter on 6" Aggregate Base	187	LF	\$50.00	\$9,350.00	\$36.00	\$6,732.00	\$30.00	\$5,610.00
10	Install PCC Pedestrian Ramp with Detectable Warning Plates (4" PCC on 4" Agg. Base)	1650	SF	\$10.00	\$16,500.00	\$19.50	\$32,175.00	\$18.00	\$29,700.00
11	Install PCC Driveway Apron	1290	SF	\$15.00	\$19,350.00	\$13.25	\$17,092.50	\$11.50	\$14,835.00
12	Replace Existing Catch Basin Frame, Grate and Curb Box	6	EA	\$4,000.00	\$24,000.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
13	Relocate existing Water Meter	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
14	Remove and Replace Existing Water Meter Box	2	EA	\$500.00	\$1,000.00	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00
15	Adjust Existing Utility Box to Finish Grade	4	EA	\$100.00	\$400.00	\$250.00	\$1,000.00	\$750.00	\$3,000.00
16	Install Sidewalk Cross Drain	2	EA	\$500.00	\$1,000.00	\$2,600.00	\$5,200.00	\$6,500.00	\$13,000.00
Total Bid Price (Schedule A)					\$168,862.50		\$175,072.00		\$184,596.25
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				Y		Y		Y	
Bid Document executed? y/n				Y		Y		Y	

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1718-174 N. Carson St ADA Improvements Project

Date and Time of Opening: April 4, 2018 @ 11:10am

Description			Bidder # 4					
			SNC					
BONDING Provided, \$, %, or no			5%					
BIDDER acknowledges receipt addendums			Y					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	1	LS	\$10,000.00	\$10,000.00			
2	Stormwater Protection	1	LS	\$2,500.00	\$2,500.00			
3	Traffic Control	1	LS	\$19,007.75	\$19,007.75			
4	Sawcut and Remove Bituminous Surface	3050	SF	\$6.80	\$20,740.00			
5	Remove Existing PCC Sidewalk	4,250	SF	\$4.50	\$19,125.00			
6	Remove Existing PCC Curb and Gutter	510	LF	\$17.40	\$8,874.00			
7	Permanent Pavement Patch (5" AC on 8" Type 2 Agg. Base)	2500	SF	\$13.10	\$32,750.00			
8	Install Type A PCC Sidewalk (4" concrete on 4" Agg. Base)	3175	SF	\$12.50	\$39,687.50			
9	Install Type 1 PCC Curb and Gutter on 6" Aggregate Base	187	LF	\$36.25	\$6,778.75			
10	Install PCC Pedestrian Ramp with Detectable Warning Plates (4" PCC on 4" Agg Base)	1650	SF	\$26.40	\$43,560.00			
11	Install PCC Driveway Apron	1290	SF	\$16.60	\$21,414.00			
12	Replace Existing Catch Basin Frame, Grate and Curb Box	6	EA	\$3,900.00	\$23,400.00			
13	Relocate Existing Water Meter	1	EA	\$5,650.00	\$5,650.00			
14	Remove and Replace Existing Water Meter Box	2	EA	\$1,500.00	\$3,000.00			
15	Adjust Existing Utility Box to Finish Grade	4	EA	\$230.00	\$920.00			
16	Install Sidewalk Cross Drain	2	EA	\$2,300.00	\$4,600.00			
Total Bid Price (Schedule A)					\$262,007.00			
Total Bid Price written in words? y/n					Y			
Bidder Information provided? y/n					Y			
Sub Contractors listed? y/n or none					Y			
Bid Document executed? y/n					Y			

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and V & C Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts 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. 1718-174**, titled; **North Carson Street ADA Improvement Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until approved by the 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.1718-174 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, 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>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, 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 _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Martin Louch, Vice President
V & C Construction, Inc.
P.O. Box 1269
Minden, NV 89423
775-267-1967
Email: vcconstructioninc@yahoo.com

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

Carson City Purchasing and Contracts Department
Janet Busse, Business Manager
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
jbusse@carson.org

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Seventy Five Thousand Seventy Two Dollars and 00/100 (\$175,072.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract

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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.

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.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

(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;

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in 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

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comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any 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.

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14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall 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

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replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23:*

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

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

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

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

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

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

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

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

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

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

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

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of

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any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all

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activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

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

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

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

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or 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 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.

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Chief Financial Officer
Attn: Janet Busse, Business Manager
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7124
Fax: 775-887-2286
jbusse@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Jason Link, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Nancy Paulson, Deputy City Manager

Account # _____

By: _____

Dated: _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

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

CONTRACTOR

BY: Martin Louch

TITLE: Vice President

FIRM: V & C Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 18-00024746

NEVADA CONTRACTORS LICENSE #: 0021752

Address: P.O. Box 1269

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

Telephone: 775-267-1967

E-mail Address: vcconstructioninc@yahoo.com

(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)

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 9, 2018, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-174** and titled **North Carson Street ADA Improvement Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for 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 9th day of May, 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 9th day of May, 2018.

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
 Attn: Karen White
 3505 Butti Way
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

PERFORMANCE BOND

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1718-174** and titled **North Carson Street ADA Improvement Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

PERFORMANCE BOND

Continued for **BID # 1718-174** and titled **North Carson Street ADA Improvement Project**

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

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

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

NOTICE:

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project
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 #1718-174** and titled **North Carson Street ADA Improvement Project** in accordance with
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

INDEPENDENT CONTRACTOR AGREEMENT
Contract 1718-174
Title: North Carson Street ADA Improvement Project

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1718-174** and titled **North Carson Street ADA Improvement Project**

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

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

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

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

NOTICE:

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned V & C Construction, Inc., as "Principal," and Endurance Assurance Corporation, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Ten Percent of Amount Bid (\$10% of Amount Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1718-174, PWP # N/A, for the Project Title: North Carson Street ADA Improvements.

NOW, THEREFORE,

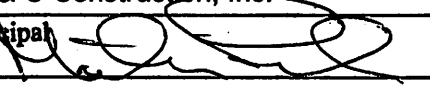
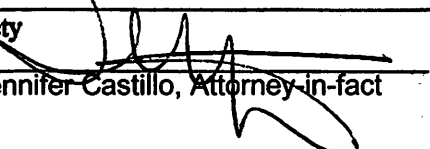
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents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

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

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

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

Signed, Sealed and dated: March 22, 2018

V & C Construction, Inc.
Principal
By: 
Endurance Assurance Corporation
Surety
By: 
Jennifer Castillo, Attorney-in-fact



ENDURANCE ASSURANCE CORPORATION

POAA00000016 148

POWER OF ATTORNEY

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

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

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

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

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

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

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

(Corporate Seal) ATTEST

Marianne L. Wilbert, Senior Vice President signature

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims, Senior Vice President signature

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

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



Nicholas James Benenati signature

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

CERTIFICATE

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

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

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

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

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

And to further:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of March, 2018

(Corporate Seal)

Christopher Donelan signature and name

Any reproductions are void.

BID PROPOSAL

BID # 1718-174

BID TITLE: "North Carson St. ADA Improvement Project"

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

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

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

BIDDER acknowledges receipt of 1 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	12,500 ⁻	12,500 ⁻
2	Stormwater Protection	1	LS	2,500 ⁻	2,500 ⁻
3	Traffic Control	1	LS	10,000 ⁻	10,000 ⁻
4	Sawcut and Remove Bituminous Surface	3,050	SF	5 ⁻	15,250 ⁻
5	Remove Existing PCC Sidewalk	4,250	SF	3 ⁻	12,750 ⁻
6	Remove Existing PCC Curb and Gutter	510	LF	6 ⁻	3,060 ⁻
7	Permanent Pavement Patch (5" AC on 8" Type 2 Agg. Base)	2,500	SF	5 ⁵⁰	13,750 ⁻
8	Install Type A PCC Sidewalk (4" concrete on 4" Agg. Base)	3,175	SF	9 ⁵⁰	30,162 ⁵⁰
9	Install Type 1 PCC Curb and Gutter on 6" Aggregate Base	187	LF	36 ⁻	6,732 ⁻
10	Install PCC Pedestrian Ramp with Detectable Warning Plates (4" PCC on 4" Agg. Base)	1,650	SF	19 ⁵⁰	32,175 ⁻
11	Install PCC Driveway Apron	1,290	SF	13 ²⁵	17,092 ⁵⁰
12	Replace Existing Catch Basin Frame, Grate and Curb Box	6	EA	1,500 ⁻	9,000 ⁻
13	Relocate Existing Water Meter	1	EA	500 ⁻	500 ⁻
14	Remove and Replace Existing Water Meter Box	2	EA	1,700 ⁻	3,400 ⁻
15	Adjust Existing Utility Box to Finish Grade	4	EA	250 ⁻	1,000 ⁻
16	Install Sidewalk Cross Drain	2	EA	2,600 ⁻	5,200 ⁻
BP.2	Total Base Bid Price (Schedule A)				175,072⁻

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

one hundred seventy five thousand and seventy two dollars.

BP.4 BIDDER INFORMATION:

Company Name: V & C Construction, Inc.

BID PROPOSAL

Federal ID No & DUNS No.:	88-0177663	115200123
Mailing Address:	P.O. Box 1269	
City, State, Zip Code:	Minden NV 89423	
Complete Telephone Number:	775-267-1967	
Complete Fax Number:	775-267-1968	
Fax Number including area code:	775-267-1968	
E-mail:	VConstructioninc@yahoo.com	

Contact Person / Title: Martin Louch - Vice President

Mailing Address:	P.O. Box 1269	
City, State, Zip Code:	Minden, NV 89423	
Complete Telephone Number:	775-267-1967	
Complete Fax Number:	775-267-1968	
E-mail Address:	VConstructioninc@yahoo.com	

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0021752
License Classification(s):	A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9 A-12, A-13, A-15, A-14, A-18, A-19A, A-21
Limitation(s) of License:	4,700,000-
Date Issued:	3/21/84
Date of Expiration:	3/31/19
Name of Licensee:	V + C Construction, Inc.
Carson City Business License Number:	18-00024746
Date Issued:	12/12/17
Date of Expiration:	12/31/18
Name of Licensee:	V + C Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:

BID PROPOSAL

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

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Raymond VanWinkle</i>	<i>37</i>
Title 1) <i>President</i>	

BID PROPOSAL

Name 2) Martin Louch	24
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Title 2) Vice President

Name 3) Kearstin Huddleson	12
----------------------------	----

Title 3) Sec Treasurer

Name 4) Miguel Berumen	15
------------------------	----

Title 4) Foreman

Name 5) Nick Huddleson	13
------------------------	----

Title 5) Safety Supervisor

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)

Company Name 1): Carson City Public Works
Contract Person: Rick Cooley
Mailing Address: 3505 Butti way
City, State, Zip Code: Carson City NV 89701
Complete Telephone Number: 775-887-2355
E-Mail Address: rcooley@carson.org
Project Title: Northridge & Ridgecrest Intersection
Amount of Contract: \$58,551 ⁵⁰
Scope of Work: Roundabouts, Pedestrian Ramps adjust storm drain, sidewalk & curb
Company Name 2): Carson City Public Works
Contract Person: Rick Cooley
Mailing Address: 3505 Butti way
City, State, Zip Code: Carson City NV 89701
Complete Telephone Number: 775-887-2355
E-Mail Address: rcooley@carson.org
Project Title: Empire Elementary ADA Improvements
Amount of Contract: \$192,611 ⁵⁰
Scope of Work: Remove and replace sidewalk, curb gutter, install pedestrian ramps relocate hydrant, restripe.


BID PROPOSAL

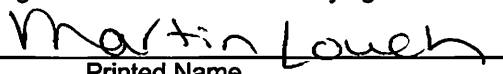
Company Name 3):	Lumas & Associates / Indian Hills GID
Contract Person:	Tim Russell
Mailing Address:	800 E College Pkwy
City, State, Zip Code:	Carson City NV 89706
Complete Telephone Number:	775-883-2077
E-Mail Address:	trussell@lumasinc.com
Project Title:	2015 Vista Grande Reconstruction
Amount of Contract:	\$1,075,899 ³²
Scope of Work:	Install Storm drain, ADA Ramps Sidewalk, curb, gutter, Hydrants + landscaping
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

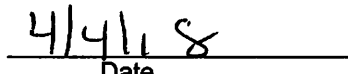
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within 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


 Printed Name



 Title


 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
2016	.89	0
2017	.82	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.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	Address		
V+C Construction, Inc.	P.O. Box 1269 Minden NV 89423		
Phone	NV Contractor License #	Limit of License	
775-267-1967	DUNS# 115200123	4,700,000-	
Description of work	All work not listed below will be self performed		
Name of Subcontractor	Address		
Phone	NV Contractor License #	Limit of License	
	DUNS#		
Description of work			
Name of Subcontractor	Address		
Phone	NV Contractor License #	Limit of License	
	DUNS#		
Description of work			
Name of Subcontractor	Address		
Phone	NV Contractor License #	Limit of License	
	DUNS#		
Description of work			
Name of Subcontractor	Address		
Phone	NV Contractor License #	Limit of License	
	DUNS#		
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>V+C Construction, Inc.</i>	Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>775-267-1967</i>	NV Contractor License # <i>0021752</i> DUNS# <i>115200123</i>	Limit of License <i>\$4,700,000-</i>
Description of work <i>All work not listed below will be Self Performed</i>		
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

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 V+C Construction		Address P.O. Box 1269	
Phone 775-267-1967		NV Contractor License # 0021752 DUNS# 115200123	Limit of License 4,700,000
Description of work All work not listed below will be self performed			
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.13

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment: <i>V & C Construction, Inc.</i> <i>P.O. Box 1269 Minden NV 89423</i>				CONTRACT NUMBER: <u>1718-174</u>	
	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing			Date Submitted
The contractor attests that the information provided is accurate.					

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Douglas) SS

I Martin Louch (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "North Carson St. ADA Improvement Project", contract number 1718-174, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Martin Louch
TITLE: Vice President
FIRM: V+C Construction, Inc.
Address: P.O. Box 1269
City, State, Zip: Minden NV 89423
Telephone: 725-267-1967
Fax: 725-267-1968
E-mail Address: VCconstructioninc@yahoo.com

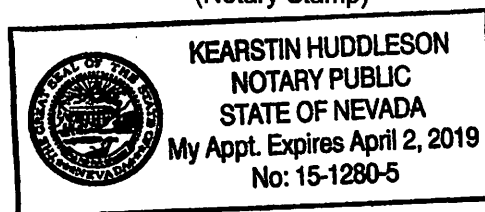
Martin Louch
(Signature of Bidder)

DATED: April 4, 2018

Signed and sworn (or affirmed) before me on this 4 day of April, 2018, by
Kearstin Huddleson

Kearstin Huddleson
(Signature of Notary)

(Notary Stamp)



CONTRACT AWARD

CA.1 NOTICE TO CONTRACTORS:

The **CONTRACTOR** shall complete a Wage Comparison Worksheet (see SRF Requirement Section for form) and submit it along with the Agreement, Bonds and Insurance after the Notice of Award is issued. (Federally Funded Project)

CA.2 METHOD OF AWARD

The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder based on the Total Base Bid amount, plus or minus any or all Additive or Deductive Alternates, in any combination that is most advantageous to the City. Bidder must bid all items to be responsive and considered for award.

CA.3 TIME OF AWARD

The award, if made, will be within sixty (60) calendar days after the opening of Bids. The City reserves the right to accept or reject any or all Bids received.

CA.4 BONDS

A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the City for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by the City (Carson City Board of Supervisors or Carson City Regional Transportation Commission). Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the City.

B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

CA.5 INSURANCE REQUIREMENTS

A. General

Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified and pay all taxes and fees incidental hereto. City shall have no liability except as specified in this Contract.

Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to Carson City Purchasing and Contracts, (2) City has approved the insurance policies provided by Contractor, and (3) City has issued the Notice to Proceed.

Attachment B-Davis Bacon Wage Rates

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EQUAL OPPORTUNITY CLAUSE FOR CONTRACTS UNDER \$10,000

Note: This clause must be included in all contracts and subcontracts \$10,000 and under.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000

Note: This clause must be included in all construction contracts and subcontracts \$10,000 and over.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

ATTACHMENT C

demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(CONSTRUCTION OVER \$10,000)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin.
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be

able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's

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employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more, or their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

- 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

- 11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

- 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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13. The contractor, in fulfilling its obligations under these specifications shall implement affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed under the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SPECIAL CONDITIONS PERTAINING TO HAZARDS
SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. Lead-Based Paint Hazards

(Applicable to contracts or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives close to such property, at least 8 hours before blasting is done. Any supervision or direction of use of explosives by the engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

UNFAIR TRADE PRACTICES

Grantees or sub grantee recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

Restrictions on Public Buildings and Public Works Projects

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country –

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or subgrantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the

ATTACHMENT C

components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

ATTACHMENT C
Nevada Governor's Office of
ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

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

INSTRUCTIONS

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

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

CERTIFICATION

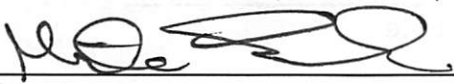
"The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

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

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

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

V + C Construction, Inc / Martin Louch Vice President
Name & Title of Bidder/Contractor (Please Type)


Signature

4/4/18
Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

INSTRUCTIONS

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

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

CERTIFICATION

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

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

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

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

Name & Address of Subcontractor (Please Type)

Signature

Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR

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

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

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

Signature 
Bidder/Main Contractor: Authorized Official

4/4/18
Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

LOBBYING ASSURANCES - SUBCONTRACTOR

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

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

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

Signature _____
Subcontractor: Authorized Official

Date

ATTACHMENT C
NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.

2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

U & C Construction, Inc.
Name of Contractor or Subcontractor

Martin Louch - Vice President
Name and Title of Authorized Representative


Signature

4/4/18
Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 CLAUSE

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

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

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

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


V & C Construction, Inc.
Name of Contractor

North Carson St ADA
Improvements 1718-174
Project Name and Number

The undersigned hereby certifies that:

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

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


Signature

4/4/18
Date

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

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

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

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

Print or type Name & Title of Person Signing

Signature

Date

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

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 PROVISIONS FOR CONTRACTS

I. PURPOSE

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who reside in government-assisted housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

II. APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount exceeds \$100,000.

III. DEFINITIONS

Applicant means any entity which makes a application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Business concerns means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of Business activity for which it was formed.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance or for work in connection with Section3 covered project.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered projects, including architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerks, etc.

Housing and Community Development Assistance means any financial assistance made available through any grant, loan, loan guarantee, cooperative agreement, or contract.

Section 3: Estimated Work Force Breakdown

To be completed by Contractors during the bidding process:

1. Contractor name and Address: V & C Construction, Inc. P.O. Box 1269 Minden NU 89423	2. Dollar Amount of Contract 175,072 ⁻	3. Project Name North Carson Street ADA Improvements Project
	4. Construction Manager Martin Louch	5. Phone number: 775-267-1967

Employment & Training				
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals	2	2		
Technicians				
Office/Clerical	1	1		
Construction by Trade (List)				
Trade - Labor	4	4		
Trade - mason	5	5		
Trade - operator	1	1		
Trade				
Trade				
Apprenticeship				
Other (list)				

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

Dec-10

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 business concern means a business concern, as defined in this section—

- (1) that is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 Business Concern.”

Section 3 Clause means the contract provisions set forth in 135.38.

Section 3 covered activity means any activity, which is funded by CDBG.

Section 3 covered contract means a contract or subcontract involving work generated by a recipient or contractor. Section 3 covered contracts do not include procurements activities which involve contracts only for the purchase of materials.

Section 3 resident is an individual who resides in the county, which the Section 3 covered assistance is expended, and who is:

- (1) a public housing resident; or
- (2) *a low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)), means families (including single person) whose income do not exceed 80 per centum of the median income for the area; or
- (3) *a very low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)), means families (including single person) whose income do not exceed 50 per centum of the median income for the area.

A person seeking preference for providing Section 3 training and employment bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which Section 3 covered assistance is expected.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract to undertake a portion of the contractor's obligation for the performance of the work generated by expenditure of Section 3 covered assistance, or arising in connection with Section 3 covered projects.

IV. NUMERICAL GOALS FOR MEETING THE GREATEST EXTENT FEASIBLE REQUIREMENTS:

- A. *General:* Contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in the section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns.
- B. The numerical goals established in this section represent minimum numerical targets.
- C. *Training and employment:* The numerical goals set forth in this section apply to the aggregate of new hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.
- D. *Contracts:* Each contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
 - (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public construction; and
 - (2) At least three percent of the total dollar amount of all Section 3 covered contracts.
- E. *Safe harbor and compliance determinations:* (1) In absence of evidence to the contrary, a contractor that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements. (2) A contractor also can indicate other economic opportunities, such as those listed in Section V.

IV. PROVIDING OTHER ECONOMIC OPPORTUNITIES

- A. *General:* In Accordance with the finding of Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other

than training, employment, and contract awards, in connection with Section 3 covered assistance.

B. *Other training and employment related opportunities* include but need not to be limited to:

- (1) use of “upward mobility”, “bridge” and trainee positions to fill vacancies;
- (2) hiring Section 3 residents in management and maintenance positions within other developments; and
- (3) hiring Section 3 residents in part-time positions.

C. *Other business related economic opportunities:* (1) A recipient or contractor may provide economic opportunities to establish, stabilize, or expand Section 3 business concerns, including microenterprises. Such opportunities include but are not limited to:

- (a) the formation of Section 3 joint ventures;
- (b) financial support for affiliating with franchise development;
- (c) Use of labor only contracts for building trades;
- (d) Purchase of supplies and materials from housing authority resident-owned businesses;
- (e) Purchase of materials and supplies from public housing authority resident-owned businesses and use the procedures under 24 Part 963 regarding Housing Authority contracts.

A contractor may employ these methods directly or may provide incentives to non Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

D. *A Section 3 joint venture* means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specified business venture for which purpose the business concerns combine their efforts, recourses, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern.

- (1) Is responsible for a clearly defined portion of the work to be preformed and holds management responsibilities in the joint venture; and
- (2) performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

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Nevada Governor's Office of
ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

CHECK ONE:

- 5 – 8 hour days
- 4 – 10 hour days

WAGE COMPARISON WORKSHEET

Project Name ADA Improvements Location Carson City NV
North Carson Street Location North Carson St. Date 4/4/18

Date & Modification of Federal Wage Rates 1/5/18 0 Date of State Rates 10/1/17

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Cement mason					34 ⁴⁰		34 ⁴⁰	39 ⁸⁷		39 ⁸⁷	39 ⁸⁷		39 ⁸⁷	State
Labour-general	1	1			30 ⁸²		30 ⁸²	36 ⁰²		36 ⁰²	36 ⁰²		36 ⁰²	State
Labour-concrete	3	3			31 ⁰⁷		31 ⁰⁷	36 ³²		36 ³²	36 ³²		36 ³²	State
Operator-curb machine	6	6			47 ⁸⁵		47 ⁸⁵	56 ²¹		56 ²¹	56 ²¹		56 ²¹	State
Operator-loader	8	8			48 ⁶⁹		48 ⁶⁹	57 ⁰⁵		57 ⁰⁵	57 ⁰⁵		57 ⁰⁵	State
Operator-bulldozer	10A	10A			49 ⁵⁵		49 ⁵⁵	57 ⁹¹		57 ⁹¹	57 ⁹¹		57 ⁹¹	State
Truck Driver					20 ⁸⁰		20 ⁸⁰	25 ⁴⁹		25 ⁴⁹	25 ⁴⁹		25 ⁴⁹	State

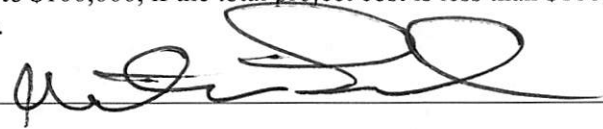
Notes:

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

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

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE:

 4/4/18



CARSON CITY PUBLIC WORKS PAYROLL REPORTING FORM

PAGE _____ OF _____

PROJECT NAME & ADDRESS	PUBLIC BODY AWARDING CONTRACT	CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>
	PAYROLL #	CONTRACTOR/SUBCONTRACTOR NAME & ADDRESS
PWP #	WEEK ENDING	
BID/PROJECT #	REGULAR WEEKLY REPORT <input type="checkbox"/>	FINAL REPORT <input type="checkbox"/>
CONTRACTOR/SUBCONTRACTOR LICENSE #		

1	2	3	4							5	6	7	8						9		
EMPLOYEE'S NAME ID TYPE / ISSUING AGENCY LAST 4 DIGITS OF ID GENDER & ETHNICITY	# OF EXEMPTIONS	WORK CLASSIFICATION	STRAIGHT/OVERTIME	DAY							TOTAL HOURS THIS PROJECT	HOURLY RATE OF PAY	GROSS AMOUNT EARNED ON PROJECT(S)		DEDUCTIONS FRINGE BENEFITS (HOURLY)						NET PAID FOR WEEK
				DATE											THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	
				DAILY HOURS WORKED									\$0.00				HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	
				NAME:		S											0			FEDERAL TAXES	
ID TYPE: LAST 4: GEN: Declined ETH: Declined			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
ID TYPE: LAST 4: GEN: Declined ETH: Declined			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
ID TYPE: LAST 4: GEN: Declined ETH: Declined			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
ID TYPE: LAST 4: GEN: Declined ETH: Declined			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY

* State taxes and SDI are not collected in NV – use these only if the employee has also worked in another state that collects these taxes during their work week.
^ OTHER – Any other deductions, contributions and/or payments must be listed separately. Fringe benefits must be listed at an hourly rate and proof is required that all fringe benefits are paid to a third party plan or fund in the name of the employee, INCLUDING VACATION.

CARSON CITY PUBLIC WORKS PAYROLL REPORTING FORM

EMPLOYEE'S NAME ID TYPE / ISSUING AGENCY LAST 4 DIGITS OF ID GENDER & ETHNICITY	# OF EXEMPTIONS	WORK CLASSIFICATION	STRAIGHT/OVERTIME	DAY							TOTAL HOURS THIS PROJECT	HOURLY RATE OF PAY	GROSS AMOUNT EARNED ON PROJECT(S)		DEDUCTIONS FRINGE BENEFITS (HOURLY)						NET PAID FOR WEEK
				DATE																	
				DAILY HOURS WORKED																	
				THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*			TOTAL DEDUCTS								
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		
NAME: ID TYPE: LAST 4: GEN: Declined ETH: Declined			S							0		THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER*	TOTAL DEDUCTS		
			O							0		\$0.00		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER*	\$0.00		

Date: _____

STATEMENT OF COMPLIANCE

PAGE _____ OF _____

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of workers' earnings employed on this Public Works contract by the undersigned for the following payroll period:

I, _____
Name of Signatory Party Title

Do hereby state:

1) That I pay or supervise the payment of person employed by:

Contractor or Subcontractor

On the; _____ that during the payroll period commencing on the
Project Name

_____ day of _____ and ending the _____ day of _____
Day Month Year Day Month Year

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Contractor or Subcontractor

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4) That a) **WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4c) below.

b) **WHERE FRINGE BENEFITS ARE PAID IN CASH**

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4c) below.

c) **EXCEPTIONS**

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE:	SIGNATURE:
-----------------	------------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. NRS 338.070(8) – ANY CONTRACTOR OR SUBCONTRACTOR, OR AGENT OR REPRESENTATIVE THEREOF, PERFORMING WORK FOR A PUBLIC WORK WHO NEGLECTS TO COMPLY WITH THE PROVISIONS OF THIS SECTION IS GUILTY OF A MISDEMEANOR.

NRS 338.070
5. A contractor engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept: (a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work: (1) The name of the worker; (2) The occupation of the worker (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;
6. The records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body 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 no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph (a) of subsection 5 must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph (b) of subsection 5 is confidential and not open to public inspection.

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

ATTACHMENT C

The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.

Business name and address of the contractor making payment:

CONTRACT NUMBER: _____

	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					

Signature of authorized representative of the contractor

Title of person signing

Date Submitted

The contractor attests that the information provided is accurate.

ALERT: If you are registering a new entity in SAM.gov, you must provide an original, signed [notarized letter](#) stating that you are the authorized Entity Administrator before your registration will be activated. Read [our FAQs](#) to learn more about this process change.

Entity Dashboard

[Entity Overview](#)

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Reports

Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

BACK TO USER DASHBOARD

V & C CONSTRUCTION, INC.

DUNS: 115200123 CAGE Code: 4J3U9

Status: Active

2576 NOWLIN RD

MINDEN, NV, 89423-8904 ,

UNITED STATES

Expiration Date: 10/23/2018

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

DUNS: 115200123
Name: V & C CONSTRUCTION, INC.
Business Type: Business or Organization
Last Updated By: Raymond Van Winkle
Registration Status: Active
Activation Date: 10/23/2017
Expiration Date: 10/23/2018

Exclusion Summary

Active Exclusion Records? No



ATTACHMENT C

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



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

N. Carson Street ADA Improvement Project Bid #1718-174

April 6, 2018

John Kovacs
NV NJ Construction Group
9788 Gilespe St.
Las Vegas, NV 89183

Carson City's Purchasing Department located at City Hall; 201 N. Carson St., Ste. 2, Carson City, NV 89701 received your bid submission for the above titled request on April 4, 2018. Your company's submission has been rejected and is being returned for the following reason(s):

- Acknowledgement of Addendum was not properly identified.
- Federal documents (attachment C) were not properly completed and returned.

If you have any questions, please contact me.

Sincerely,

Laura Rader

Laura Rader, Purchasing and Contracts Administrator
Carson City Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
FAX #775-887-2107
LRader@carson.org



STAFF REPORT

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

Meeting Date: May 9, 2018

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To accept responsibility for the match portion, in the amount of \$191,776, for the Federal Transit Administration Fiscal Year 2017 Section 5339(b) discretionary funds awarded for the replacement of two Jump Around Carson fixed route buses.

Staff Summary: In July 2017, the FTA announced the availability of approximately \$226.5 million of FY 2017 funds for buses, bus facilities, and bus equipment. In August 2017, the Carson Area Metropolitan Planning Organization submitted a competitive grant application, requesting \$477,480 for the purchase of two vehicles. To replace those in the Jump Around Carson (JAC) transit system fixed route fleet that had met their federally defined useful lives. To better position itself for grant award, CAMPO requested a federal share of 70 percent, instead of the maximum federal share of 80 percent, resulting in a local match of \$191,776.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to accept responsibility for the match portion, in the amount of \$191,776, for the Federal Transit Administration Fiscal Year 2017 Section 5339(b) discretionary funds awarded for the replacement of two Jump Around Carson fixed route buses.

Previous Action

N/A

Background/Issues & Analysis

These funds are available on a competitive basis to eligible recipients across the country (and United States territories). They are distinct from the formula funds apportioned directly to CAMPO on an annual basis. A sufficient fund balance is available in the Transit Fund to cover the match for these additional buses. The FTA has awarded the full requested amount of \$477,480. The local match amounts to \$191,776 and will be combined with federal funds to purchase two replacement vehicles for the JAC fixed route fleet. An open contract exists allowing for an immediate order of the buses following addition of the project into the Transportation Improvement Program, which staff is currently working to amend. The vehicles projected for replacement have already met their federally defined useful lives in terms of both years and miles.

Applicable Statute, Code, Policy, Rule or Regulation

49 U.S.C 5339

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 225-3026-430.77-05 / Vehicle Purchase

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: A local match amount of \$191,776 will be required; sufficient funds exist in the Transit Fund account to cover the match portion of this purchase.

Alternatives

N/A

Supporting Material

N/A

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

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

Meeting Date: May 9, 2018

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: **(Information only)** Information on actionable items of identified improvements to the Jump Around Carson (JAC) transit system resulting from the JAC Transit Survey.

Staff Summary: Staff presented results of the JAC Transit Survey during the January RTC meeting. The survey was conducted the week of October 30, 2017 to gauge system performance and to capture basic demographics of the riding public. Data will eventually be incorporated into future transportation planning document(s), but will also guide decision-making as it relates to potential changes to the system. While many recommendations from the public were received, a few stand out as meeting the balance between most desired and most feasible. These will serve as the primary focus, or “actionable items” of planned improvements to JAC.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

The actionable items below are based on the 2017 Transit Rider Survey. The RTC has also requested implementation of a non-rider survey. While these items should satisfy current riders and potential riders alike, a separate list of actionable items will be created upon completion of the non-rider survey which is expected for completion in the fall of 2018. The identified actionable items are:

- Procurement and utilization of electronic fare payment options
- Extension of Route 3 to Topsy Lane
- Clarification of protocols for better utilization of JAC website and mobile app for the purpose of communicating loss in service and other important information to riders

Procurement and utilization of electronic fare payment options

Roughly 52% of survey respondents said they would be likely to use some form of electronic fare payment should it be made available. Additionally, respondents were asked to share how they prefer to get information and news about JAC, and the two media receiving the most votes were “JAC Website” (37%) and “JAC Mobile App” (36%). This shows a strong inclination for JAC riders’ use of technology, indicating that staff should pursue procurement and utilization of electronic fare payment options.

Staff has completed preliminary research on electronic fare payment options that may be suitable for a system of JAC’s size. Available options range from high-end, complex systems, to basic, mobile-based solutions.

Additional research is needed to better understand budgetary considerations and other impacts to the system, should implementation occur. A summary of options with staff's recommendation will be brought back to the RTC for decision at a later meeting. The overall project timeline is as follows:

- Presentation of options to RTC for review and action – early fall 2018
- Release of RFP – late fall 2018
- Award to contractor – end of 2018
- Preparation, testing, and implementation of new fare system – spring 2019

Extension of Route 3 to Topsy Lane

Additional days of service and additional hours of service were the most frequently requested improvements to JAC service, however, revenue constraints warrant these two improvements infeasible for the foreseeable future. Service to Topsy Lane (13%) was the next most frequently requested improvement. An extension of Route 3 to Topsy Lane is desirable because of the relatively low cost of implementation and for a number of other reasons, including:

- Large shopping and employment trip generators to attract ridership.
- Elimination of need to use the Costco parking lot as a turnaround point for return to transfer plaza.
- Extension of service into Douglas County in an area of the county that is within the CAMPO boundary.

Extension of Route 3 into Douglas County will trigger a required extension of the paratransit service area as well as an assessment of the existing Route 3 alignment and stop locations. In light of the upcoming South Carson Street Complete Streets project, staff recommends making decisions on route adjustments in conjunction with the project's design and construction. Procurement of route design software is desired to allow staff to easily run and assess various scenarios and display preferred alternatives during the public participation process. This software could also be used for additional required planning studies. To address timing and service capacity concerns with the paratransit service, staff will look at increasing the number of buses used in maximum service from four (4) to five (5), and expanding the scope of the contract with Capitol Cab Company. The overall project timeline is as follows:

- Procure design software by fall of 2018
- Conduct public participation process using select alternatives (as identified using route design software) by the end of 2018
- Present findings and recommendation to RTC spring 2019
- Incorporate approved actions into final design of South Carson Street Complete Streets project spring 2019
- Appropriately implement new routing end of 2019/early 2020, in conjunction with South Carson Street Complete Streets project construction

Clarification of protocols for better utilization of JAC website and mobile app for the purpose of communicating loss in service and other important information to riders

Because survey respondents indicated their preference to use the JAC website (37%) and mobile app (36%) as their primary sources of obtaining information about JAC, changes are needed to improve communication of vital information (particularly real-time information) to passengers. This will require establishment of protocols for key stakeholders to ensure timely and appropriate delivery of JAC system status to the public through City channels. Development and implementation of these improvements is projected for completion by mid-summer 2018.

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: Any potential future fiscal impact will be brought back to the RTC for review prior to implementation.

Alternatives

N/A

Supporting Material

N/A



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date:

To: Regional Transportation Commission
From: Curtis Horton, Operations Manager
Date Prepared: April 27, 2018
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of March 2018**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES	FYTD
Crack Seal Operation (blocks of sealant used)	535	3,631
Street Patching Operation (tons of asphalt)	0	176
Pot Holes Repaired	0	52

Tree Care and Maintenance

ACTIVITIES	QUANTITIES	FYTD
Tree Pruning Operations	1	374
Tree Removal	0	39
Tree Replacement	0	0
Tree Care Chemical Treatment	250 trees treated-2,380 gallons	4545
Tree Work for Other Departments	0	9
Weed Abatement Chemical Sprayed (gallons applied)	0	4296

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES	FYTD
Concrete Poured (yards)	21	282.25
Curb & Gutter (linear feet)	225.5	1712.5
Sidewalk & Flat Work (sq/ft)	448	10990
Wheel Chair Ramps	0	5
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES	FYTD
Dirt Road Work/Misc	Removed 434 yards of sediment from Goni tank Prepared 4,950 sand bags	434
Shoulder Work on Asphalt Roads	0	7928
Debris Cleaned	0	126

Storm Water

ACTIVITIES	QUANTITIES	FYTD
Sediment Removed from Ditches (yards)	74	1180
Lineal foot of ditch cleared	120	10438
Pipe Hydro Flushed (linear feet)	0	420
Drainage Inlets Cleaned	22	967
Sediment Removed from Ditches (yards)	74	1180

Sweeper Operations

ACTIVITIES	QUANTITIES	FYTD
Curb Miles Swept	644	5186.5
Material Picked Up (yards)	259	2923.5
City Parking Lots Swept	0	7

Trucking Bins

ACTIVITIES	QUANTITIES	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	22	180
Bins Hauled for Sweeping Operation (yards)	26	375
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

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

Signs and Markings

ACTIVITIES	QUANTITIES	FYTD
Signs Made	50	254
Signs Replaced	38	368
Sign Post Replaced	3	21
Signs Replaced due to Graffiti Damage	1	29
Delineators Replaced	16	116
Cross Walks Painted	2	412
Stop Bars Painted	31	448
Yield Bars Painted	0	192
Right Arrows Painted	0	81
Left Arrows Painted	0	461
Straight Arrows Painted	0	23
Stop (word) Painted	0	46
Only (word) Painted	0	154
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	2	50
Curb Painted (linear feet)	1547	4926

Weather Events

ACTIVITIES	QUANTITIES	FYTD
Snow and Ice Control	7 events - 343 yards of sand/salt mix	14
Rain Event/Flood Control	1 event -4 yards of debris cleared	5
Wind	0	0



Carson City Regional Transportation Commission Request for Commission Information

RTC Meeting Date: May 9, 2018
Time Requested: 10 Minutes
To: Regional Transportation Commission
From: Darren Schulz, Public Works Director
Date Prepared: April 30, 2018
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information

List of Projects

2017/2018 Micro Seal Project: Edmonds Drive/Snyder Avenue	2
2017/2018 Micro Seal Project: West College Parkway	3
2017/2018 Slurry Seal Project: Stewart Street	4
2017/2018 Slurry Seal Project: William Street.....	5
Carson City Freeway Multi-Use Path (Airport Road).....	6
South Carson Street Complete Streets Project.....	7
Sierra Vista Lane Reconstruction Project.....	8
Silver Sage Drive Reconstruction Project.....	9
CDBG North Carson Street Improvements	10
Battery Backup Improvements	11
Carson City Freeway Multi-Use Path Project (Colorado Street).....	12
Fairview Drive Reconstruction Project.....	13
Fairview Drive Preservation Project	14
Kings Canyon Reconstruction Project.....	15
Stewart Street Pedestrian Signal Project	16
Rectangular Rapid Flashing Beacon (RRFB) Saliman Road Project	17

2017/2018 Micro Seal Project: Edmonds Drive/Snyder Avenue

Project Name: Edmonds Drive/Snyder Avenue
Project Number: 031709
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$740,000 (includes six projects)
Project to Date Cost: \$340,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition

Justification

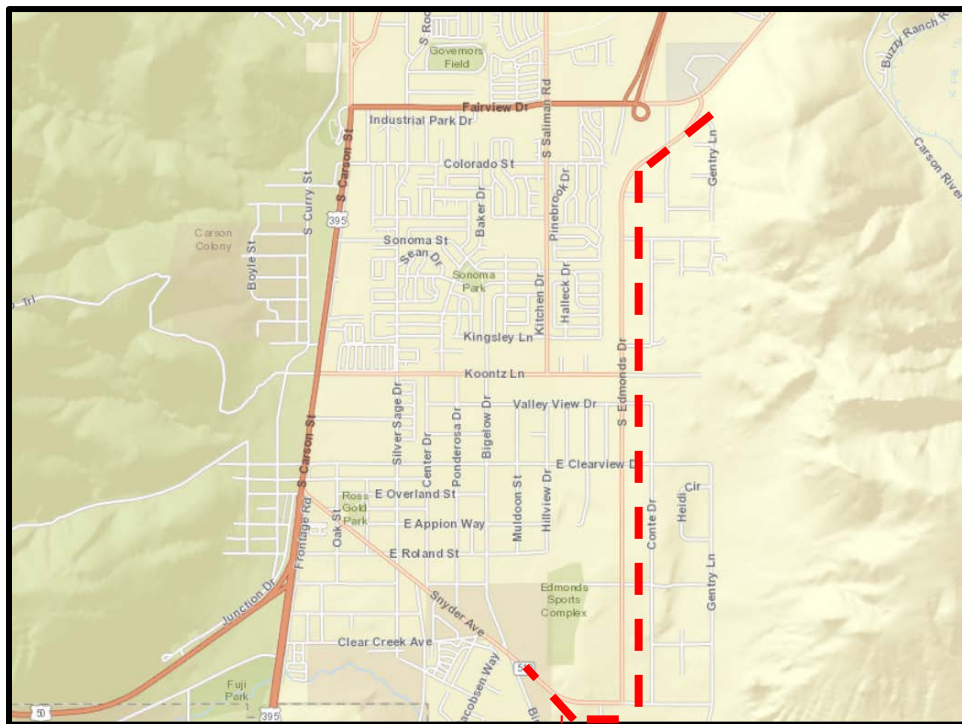
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive

Status

Project will resume in May



2017/2018 Micro Seal Project: West College Parkway

Project Name: West College Parkway

Project Number: 031709

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$740,000 (includes six projects)

Project to Date Cost: \$340,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

West College Parkway between Carson Street and North Ormsby Boulevard

Status

Project will resume in May



2017/2018 Slurry Seal Project: Stewart Street

Project Name: Stewart Street
Project Number: 031708
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$153,007 (includes three projects)
Project to Date Cost: \$62,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Stewart Street between William Street and Carson Street

Status

Project will resume in May



2017/2018 Slurry Seal Project: William Street

Project Name: William Street

Project Number: 031708

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,007 (includes three projects)

Project to Date Cost: \$62,000

Project Description

Slurry seal to preserve roadway condition

Justification

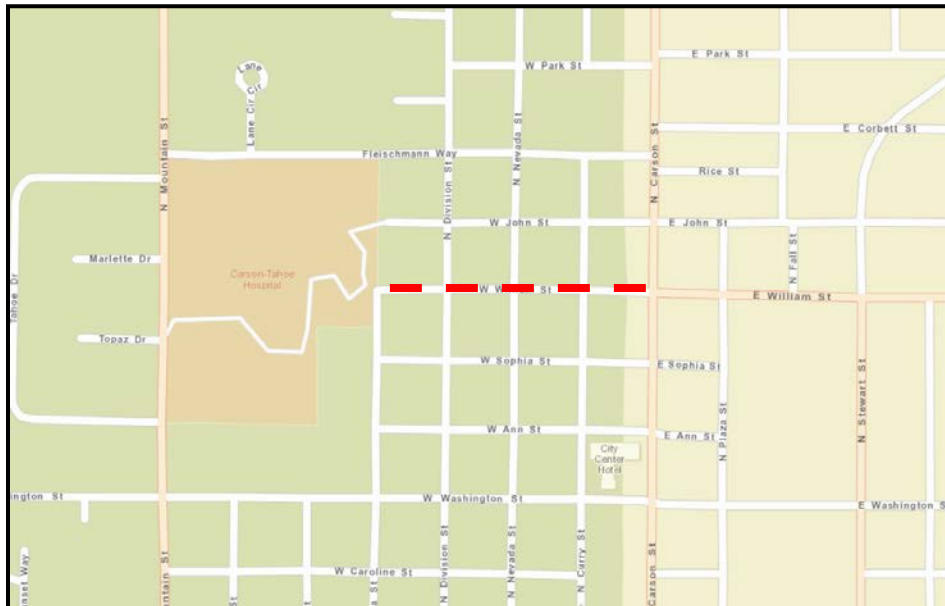
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

William Street between Carson Street and Minnesota Street

Status

Project will resume in May



Carson City Freeway Multi-Use Path (Airport Road)

Project Name: Carson City Freeway Multi-Use Path (Airport Road)

Project Number: 011706 and 011501

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2016-2017 (FY 2017-2018)

Department: Public Works

Total Estimated Cost: \$1,009,211 (95% federally funded)

Project to Date Cost: \$999,549.17

Project Description

The project consists of the construction of approximately 7,860 linear feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements

Justification

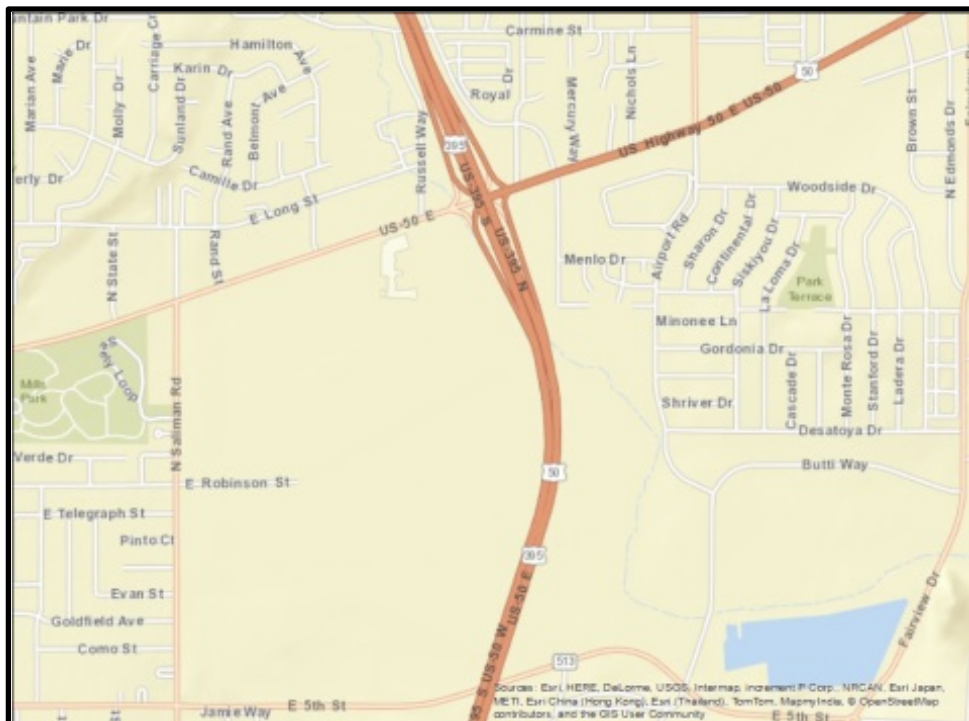
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south

Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street

Status

When weather improves, path will be slurry sealed due to pavement imperfections



South Carson Street Complete Streets Project

Project Name: South Carson Street Complete Streets Project

Project Number: 031711 and 031801

Fund Number: 250 and 257

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$19,000,000

Project to Date Cost: \$150,000

Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Roland Street

Justification

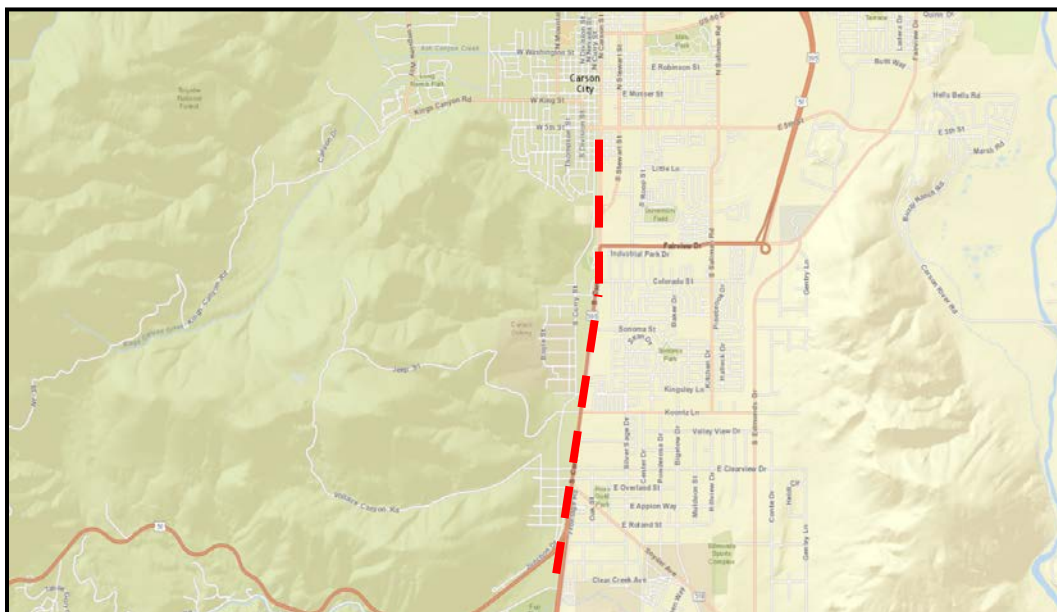
Carson City received a TAP grant for \$750,000, a TIGER grant for \$7,570,202, and additionally STBG in the amount of \$372,372

Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

Status

Project is currently on hold pending execution of the TIGER grant, which is expected to occur during this summer, local funds expended prior to executed agreement our not eligible to contribute to City's required local match



Sierra Vista Lane Reconstruction Project

Project Name: Sierra Vista Lane Reconstruction
Project Number: TBD
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2016-2017 & FY 2017-2018
Department: Public Works
Total Estimated Cost: \$4,553,578 (95% federally funded)
Project to Date Cost: \$89,719

Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving two trailhead-parking areas and will improve drainage facilities

Justification

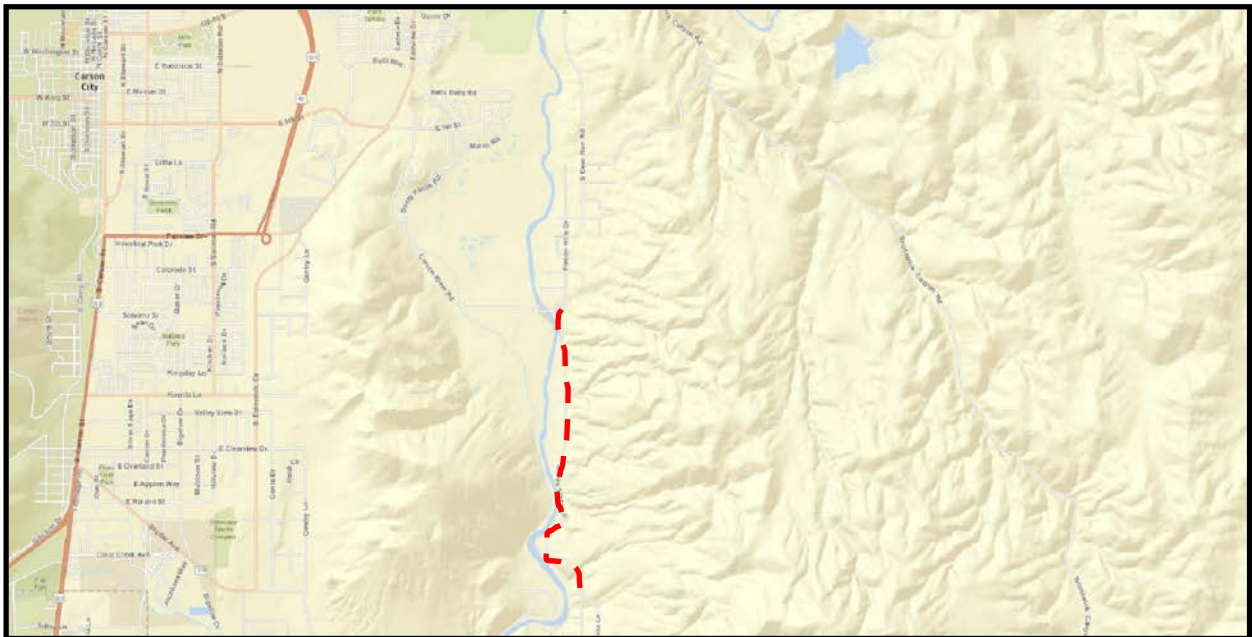
Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions

Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane

Status

Project is under construction, completion anticipated for late May



Silver Sage Drive Reconstruction Project

Project Name: Silver Sage Drive
Project Number: 031706
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2017-2018
Department: Public Works
Total Estimated Cost: \$748,000 (95% federally funded)
Project to Date Cost: \$27,621

Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway

Justification

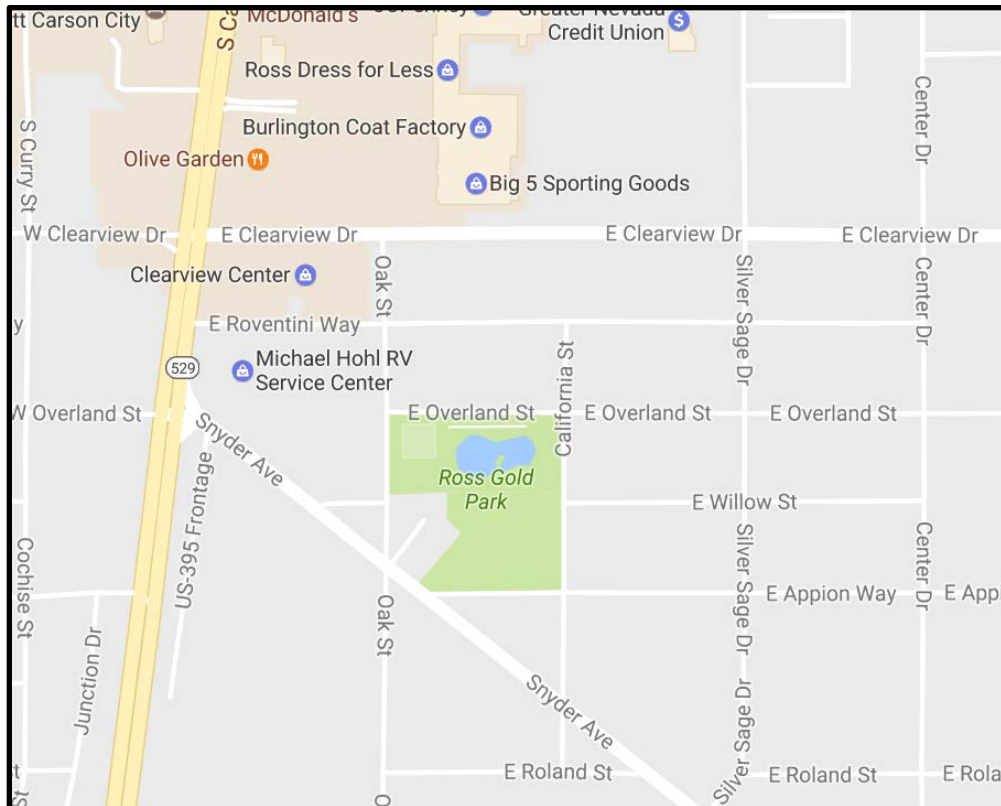
The pavement condition index rating for this section of roadway is poor and the roadway is classified as a collector roadway

Project Location

Silver Sage Drive between Clearview Drive and Roland Street

Status

100% plans and bid documents are finished, waiting for notice to proceed to construction



CDBG North Carson Street Improvements

Project Name: CDBG North Carson Street Improvements

Project Number: 031710

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$227,182 (100% federally funded)

Project to Date Cost: \$7,500

Project Description

ADA improvements on North Carson Street

Justification

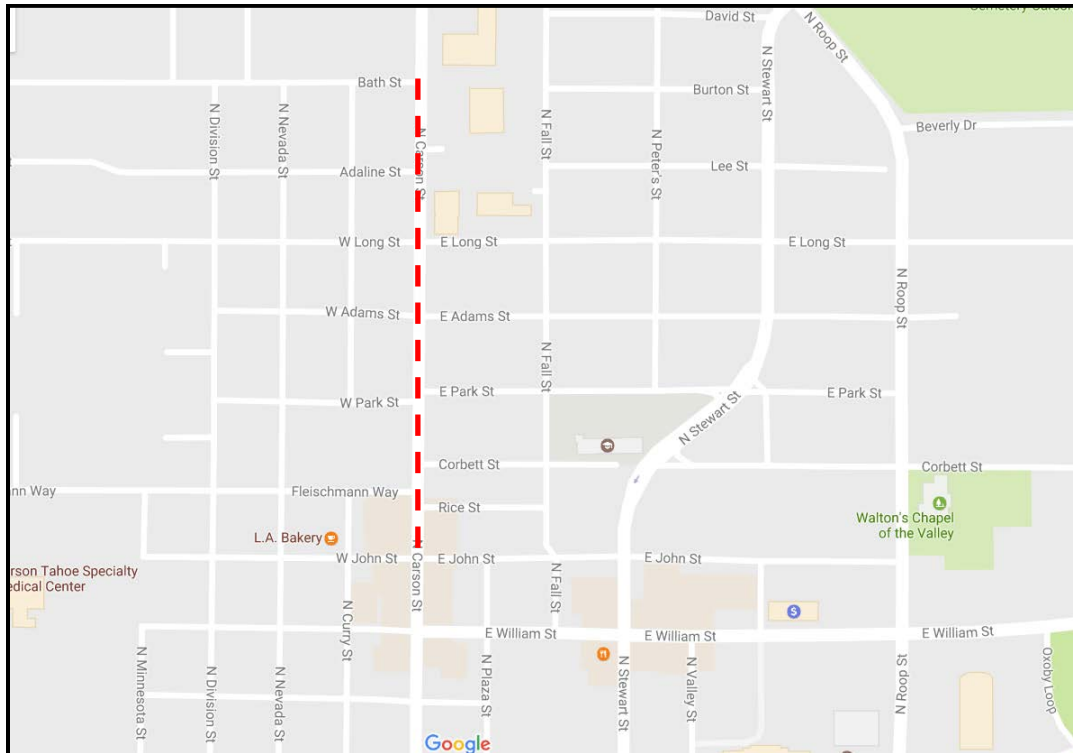
Received CDBG grant award for ADA improvements

Project Location

Portions of North Carson Street between Bath and John Streets, east side only

Status

Bid to be awarded at May 9th RTC meeting to V&C Construction



Battery Backup Improvements

Project Name: Fiscal Year 2018 Intersection Improvements

Project Number: N/A

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$153,703

Project to Date Cost: \$115,716

Project Description

Installation of battery backup systems (BBS) at 24 intersections and retro-reflective back-plate borders at 12 signalized intersections in Carson City

Justification

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City

Project Location

Carson Street and Hot Springs Road	Hwy 50 East and Fairview Drive
Carson Street and Musser Street	Hwy 50 East and I-580
Carson Street and Robinson Street	Hwy 50 East and Lompa Lane
Carson Street and Stewart Street	Roop Street and 5th Street
Carson Street and Washington Street	Roop Street and Hot Springs Road
Carson Street and William Street	Roop Street and Little Lane
College Parkway and I-580	Roop Street and Long Street
College Parkway and Lompa Lane	US 395 and Clear Creek Road
College Parkway and Retail Drive	US 395 and Clearview Drive
Fairview Drive and I-580	US 395 and Eagle Station Lane
Hwy 50 East and Airport Road	US 395 and Fairview Drive
Hwy 50 East and Deer Run Road	US 395 and Koontz Lane

Status

Battery backup installation is 50% complete and retro-reflective back-plate installation is 9% complete

Carson City Freeway Multi-Use Path Project (Colorado Street)

Project Name: Carson City Freeway Multi-Use Path (Colorado Street)

Project Number: 031803

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$651,950 (95% federally funded)

Project to Date Cost: \$1,000

Project Description

Construct 4,200 feet of multi-use path and associate improvements

Justification

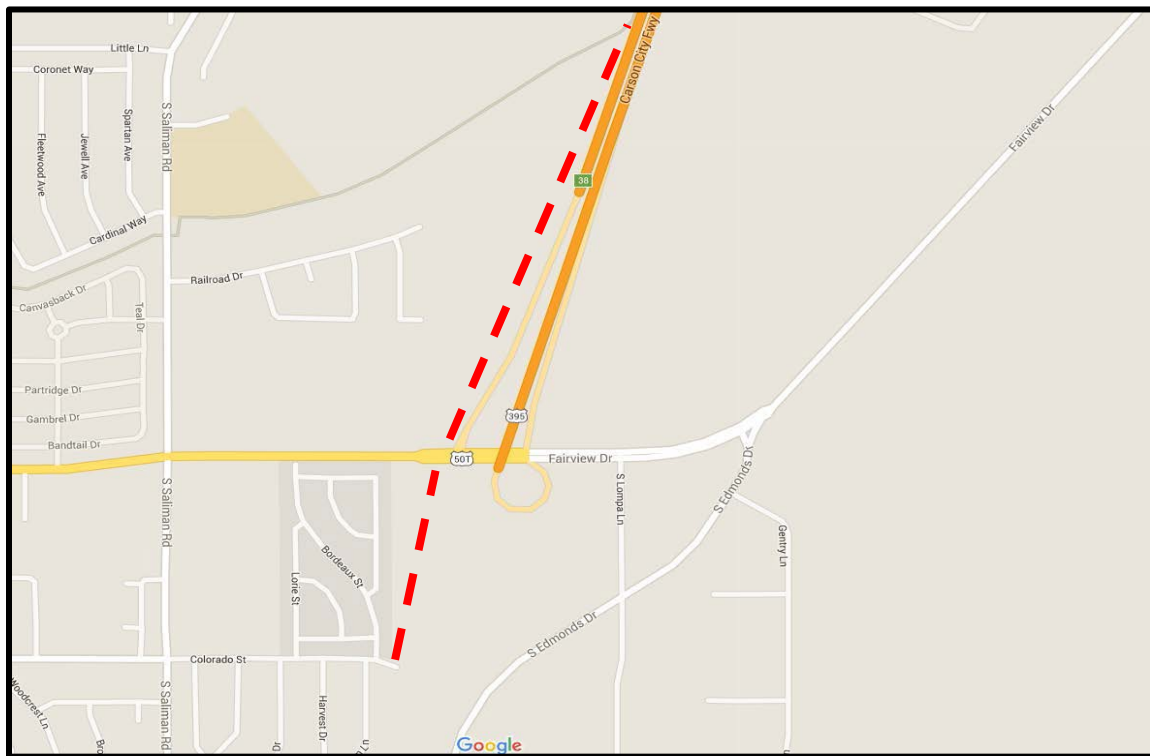
A TAP grant was approved by NDOT

Project Location

West side of I-580 from linear ditch path to Colorado Street

Status

Project design continues



Fairview Drive Reconstruction Project

Project Name: Fairview Drive Project
Project Number: TBD
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2018-2019
Department: Public Works
Total Estimated Cost: \$593,000 (95% federally funded)
Project to Date Cost: \$0

Project Description

Reconstruct Fairview Drive between Carson Street and Roop Street. Project includes reconstruction of roadway and a partial mill and overlay with patching.

Justification

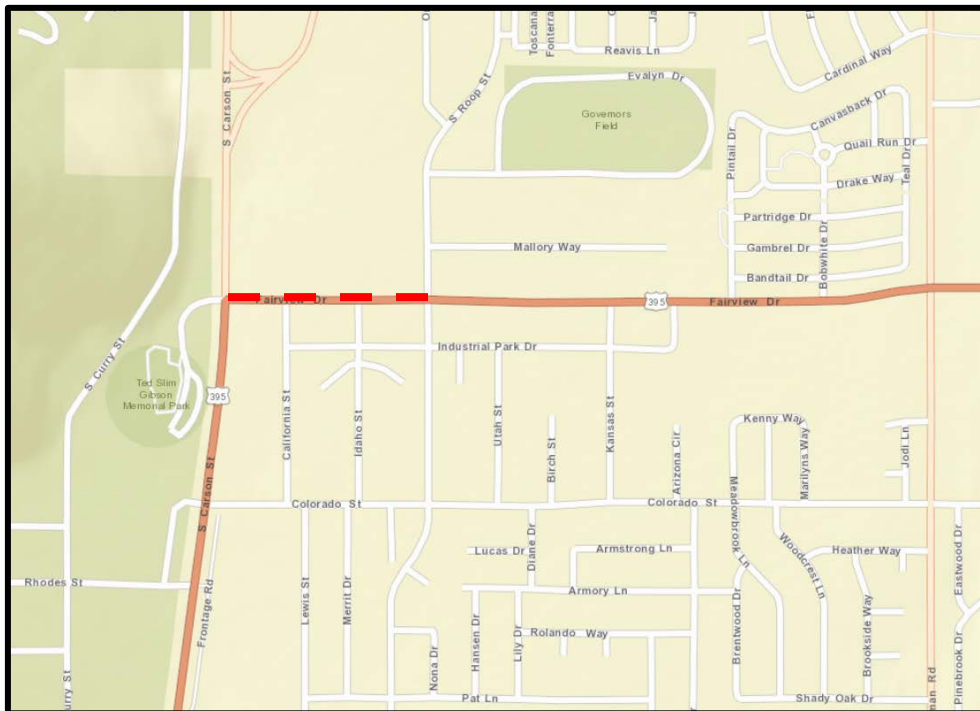
Fairview Drive is in need of reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

Project Location

Fairview Drive from Carson Street to Roop Street

Status

Adding project to Transportation Improvement Program



Fairview Drive Preservation Project

Project Name: Fairview Drive Preservation Project
Project Number: 031804
Fund Number: 250
Fund Name: RTC
Source of Funding: FY 2018-2019
Department: Public Works
Total Estimated Cost: \$630,000 (95% federally funded)
Project to Date Cost: \$2,636

Project Description

Slurry seal on Fairview Drive between Highway 50 and Roop Street and a small section of Fairview Drive near the intersection of Butti Way

Justification

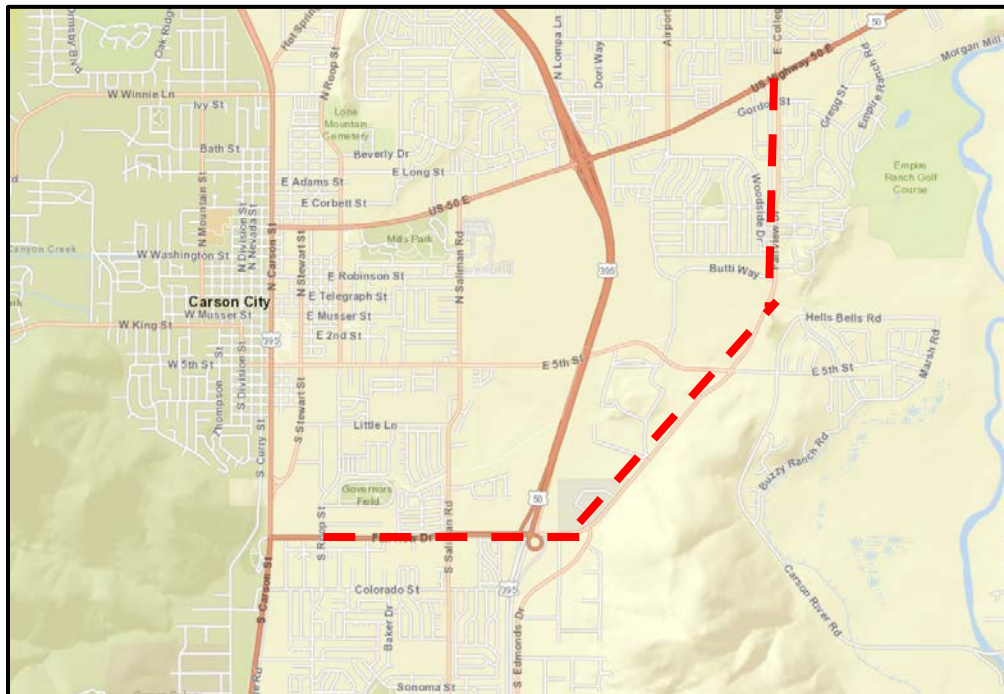
Fairview Drive is in need of preservation improvements due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

Project Location

Fairview Drive from Highway 50 to Roop Street and the intersection of Butti Way

Status

Construction to begin in May



Kings Canyon Reconstruction Project

Project Name: Kings Canyon Reconstruction Project

Project Number: TBD

Fund Number: TBD

Fund Name: RTC

Source of Funding: FY 2018-2019

Department: Public Works

Total Estimated Cost: \$2,851,900

Project to Date Cost: \$0

Project Description

This project will widen the existing roadway, accommodate bicycle lanes, and improve the trailhead parking lot with restroom facilities and additional capacity

Justification

RTC was awarded \$2,851,900 from the Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) for the Federal Lands Access Program (FLAP) grant

Project Location

Kings Canyon road just east of Kings Canyon Creek to the Kings Canyon Trailhead

Status

Grant scoping site visit is tentatively scheduled for the week of May 14th



Stewart Street Pedestrian Signal Project

Project Name: Stewart Street Pedestrian Signal Project

Project Number: TBD

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2018-2019

Department: Public Works

Total Estimated Cost: \$347,368

Project to Date Cost: \$0

Project Description

Pedestrian crossing improvements, including a slurry seal between Little Lane and S. Carson Street

Justification

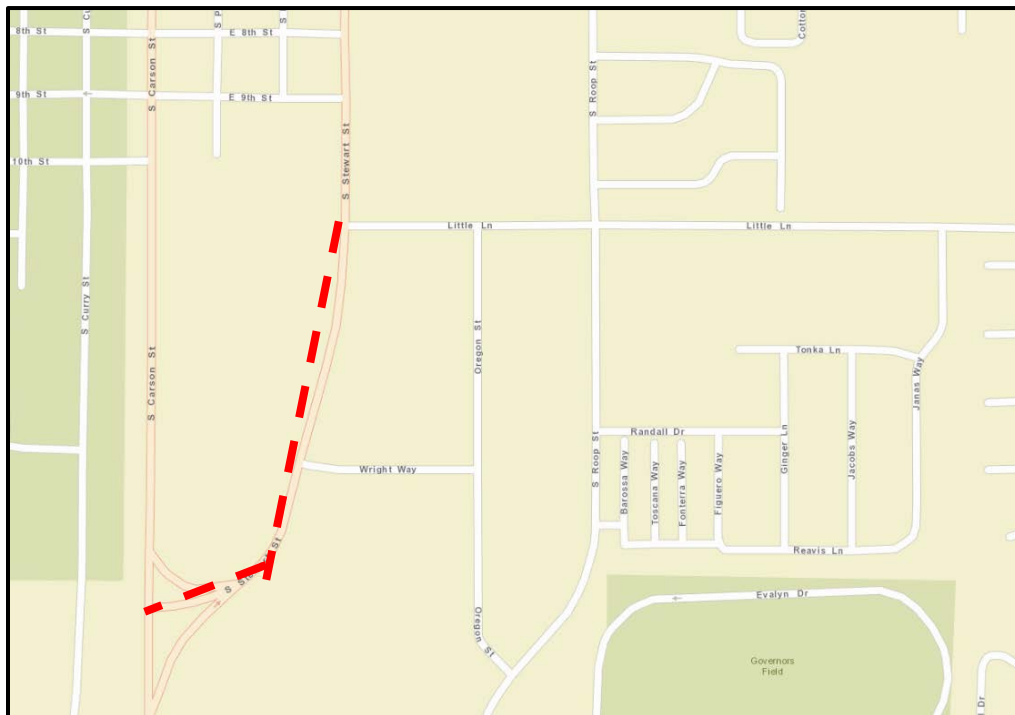
This location was identified in the Nevada Department of Transportation (NDOT) Pedestrian Uncontrolled Crosswalk Guidelines

Project Location

Stewart Street from Little Lane to Wright Way

Status

Project is in design and staff continues to coordinate with NDOT



Rectangular Rapid Flashing Beacon (RRFB) Saliman Road Project

Project Name: Rectangular Rapid Flashing Beacon (RRFB) Saliman/LinearPath

Project Number: 031703

Fund Number: 250 Safety Improvements

Fund Name: RTC

Source of Funding: FY 2017-2018

Department: Public Works

Total Estimated Cost: \$30,000

Project to Date Cost: \$0.00

Project Description

This project consists of installing a signalized pedestrian crossing and additional street lighting to improve pedestrian safety

Justification

This project was identified as a safety improvement by Parks and Public Works staff. The project will improve pedestrian safety on a high use path that crosses a five lane collector roadway. Path use is anticipated to grow as the City's path system expands. Additionally, as this path is adjacent to an elementary school, the project will contribute to the City's Safe Routes to Schools program.

Project Location

S. Saliman Road and the Linear Ditch Path, just south of Fremont Elementary School

Status

In design

