



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

Day: Wednesday
Date: March 11, 2020
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 must also be made at such time the specific agenda item is introduced.

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

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the February 12, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action – Discussion and possible action to determine that Creative Bus Sales, Inc., is the lowest responsive and responsible bidder (Contract File 19300102) pursuant to NRS Chapter 332, to select Creative Bus Sales as the RTC's vendor for ADA-compliant mid-size low floor rolling stock (buses) for the next five years, and to authorize Public Works to purchase two buses from Creative Bus Sales, Inc. for a total not to exceed amount of \$255,976 (\$127,988 per bus).

Staff Summary: Through the Jump Around Carson (JAC) transit service, the RTC provides public transportation in Carson City and surrounding areas. The buses used for the JAC service must be replaced periodically. Carson City issued RFB 19300102, requesting bids for all labor, materials, tools and equipment necessary for new 24-foot-long ADA-compliant buses. The RTC may purchase buses as needed (between 0 and 4 buses each fiscal year) from the selected bidder over the course of the next five years. Public Works is currently requesting authorization to purchase two buses in this fiscal year. The purchase of any additional buses will be independently brought back to the RTC for approval in a future fiscal year at a price to be determined when the buses are purchased.

6-B For Possible Action – Discussion and possible action regarding a Community Development Block Grant (CDBG) application seeking approximately \$472,505 by the Public Works Department for ADA improvements along Colorado Street and California Street.

Staff Summary: The RTC previously approved the submission of the grant in September of 2019. Staff is now requesting an increase in the amount of the grant from \$270,000 to \$472,505 for improvements along Colorado Street and California Street, which include replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveways), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added.

6-C For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 19300091, Fairview Drive Waterline and Road Reconstruction Project, to Sierra Nevada Construction, Inc. for a total not to exceed amount of \$903,107.70 to be funded with Surface Transportation Block Grant (STBG) funds with the required match from the Regional Transportation Fund, and from the Water Utility Capital Projects account.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for the construction of a 12" water main, roadway reconstruction, and concrete sidewalk, driveway, and ADA ramp improvements for the Fairview Drive Waterline and Road Reconstruction Project. The construction contract is for the base bid of \$751,007, and alternate bid of \$70,000, for a total bid of \$821,007, plus a 10% contingency amount of \$82,100.70. The engineers estimate was \$965,000.00.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - Non-Action

Items:

7-A Transportation Manager's Report

7-B Street Operations Activity Report

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

9. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, April 8, 2020, at the Sierra Room - Community Center, 851 East William Street.

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

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations:

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

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, February 12, 2020, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough
 Commissioner Lori Bagwell
 Commissioner Macquairie
 Commissioner Greg Stedfield

STAFF: Darren Schulz, Public works Director
 Lucia Maloney, Transportation Manager
 Dirk Goering, Senior Transportation Planner
 Todd Reese, Deputy District Attorney
 Dan Stucky, City Engineer
 Chris Martinovich, Transportation Engineer
 Tamar Warren, Senior Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

(4:57:58) – Chairperson Bonkowski called the meeting to order at 4:57 p.m. Roll was called, and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(4:58:40) – Ms. Maloney indicated that since items 6-D and 6-E are “substantially related”, Staff will present both items together; however, a separate action will be taken for each item. Chairperson Bonkowski indicated that the agenda will be adopted as amended.

3. DISCLOSURES

(4:59:08) – Chairperson Bonkowski entertained Commissioner disclosures; however, none were forthcoming.

4. PUBLIC COMMENT

(4:59:16) – Chairperson Bonkowski entertained public comments; however, no members of the public were present to comment.

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5. APPROVAL OF MINUTES

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE DECEMBER 11, 2019 DRAFT MINUTES.

(4:59:37) – Chairperson Bonkowski introduced the item and entertained comments, changes, corrections, or a motion.

(4:59:) – Commissioner Bagwell moved to approve the minutes of the December 11, 2019 RTC meeting. The motion was seconded by Vice Chair Kimbrough and carried 5-0-0.

6. PUBLIC MEETING ITEMS

6-A FOR POSSIBLE ACTION DISCUSSION AND POSSIBLE ACTION REGARDING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND C.W. CLARK, INC., FOR THE COCHISE CROSSING DEVELOPMENT PROJECT, FOR PRO RATA CONTRIBUTIONS IN THE AMOUNT OF APPROXIMATELY \$322,800, OR A REDUCED AMOUNT, TO PLANNED TRANSPORTATION INFRASTRUCTURE CAPITAL IMPROVEMENTS.

(5:00:08) – Chairperson Bonkowski introduced the item. Ms. Maloney presented the Staff Report, incorporated into the record, and referenced a letter by CW Clark, Inc. President Craig W. Clark requesting a reduced pro rata share, noting that Mr. Clark was present in the audience and would like to address Board.

(5:03:47) – Mr. Clark introduced himself and announced that they were temporarily located in San Diego, California; however, they would soon relocate to Mountain Street, in Carson City. He also noted that they were in favor of the traffic signal; however, he believed that their contribution should be reduced because Starbucks would not be a tenant, but Panera Bread will be and would generate much less traffic. He stated that they were notified of their pro rata share when they had met with the City to discuss the tenant change, adding that he had signed an agreement letter which stated it would be “fair and reasonable” but did not believe future developments were being considered.

(5:11:15) – Commissioner Bagwell wished to understand what Mr. Clark’s recommended share would be based on the current tenants. Mr. Clark stated that a flat fee of \$100,000 could work because he was pricing his projects to sell. Discussion ensued regarding the amount of traffic generated by Panera Bread versus Dutch Brothers or Starbucks and Ms. Maloney provided a timeline of the discussions about the signal. Commissioner Macquairie was informed that the payment methodology was developed based on the direct trips generated by each future development. Vice Chair Kimbrough noted that he had “a lot of sympathy for the fact that it wasn’t there at the beginning of the game,” and that he would support a change in the amount. Mr. Clark believed that should Starbucks had chosen to stay; he would not have had an issue with the amount.

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(5:21:39) – Commissioner Stedfield questioned whether the amount requested was reasonable. Ms. Maloney explained to Chairperson Bonkowski that the City had an executed agreement with Dutch Brothers and Staff were in the process of negotiating three additional developer agreements. Discussion ensued regarding the allowance of performance bonds and Ms. Maloney stated that Staff preferred having cash on hand for grant matches. Mr. Schulz noted that there could be a way to have enough notification for the bondholder to convert it to cash for a [grant] match. Chairperson Bonkowski reiterated the options for the possible consideration of Mr. Clark’s request: 1) “the full traffic impact of the Center” for \$322,800; 2) The exclusion of Chick-fil-A because of the timing of the lease signing for \$154,800; and 3) the offer of the \$100,00 flat fee by Mr. Clark.

(5:29:28) – Commissioner Bagwell wished to understand whether refunds would be issued should more than 100 percent of the signal cost is collected, and Ms. Maloney clarified that “if the cost of the project comes in under [the collected amount] we will refund that portion,” Chairperson Bonkowski noted that the flat fee in the form of a reduced amount would be different from the prorated amount and a refund would not be possible. He also entertained public comments.

(5:32:19) – Jack Brower of SVN/Gold Dust Commercial introduced himself as the commercial real estate broker for the Dutch Brothers on South Carson Street. Mr. Brower explained that the \$66,000 charge prior to issuing the building permit was “a backwards way of doing business” as it had not been addressed during the Major Project Review (MPR). He also wished to see his client “get a fair shake” in comparison to the contributions from other businesses.

(5:33:28) – Commissioner Bagwell believed it would be “difficult to change the rules of the game mid-stream” and believed that if a flat fee is negotiated, she would support it without a refund. Vice Chair Kimbrough was in favor of the \$154,800 excluding Chick-fil-A. Commissioner Macquairie agreed with the Vice Chair’s recommendation. Commissioner Bagwell was concerned about the executions of a construction bond. Mr. Schulz noted that “it’s relatively rare” for the City to execute a construction bond and believed that the concept was acceptable. Chairperson Bonkowski invited Mr. Clark back to the microphone.

(5:39:48) – Mr. Clark explained that his loan had been approved for \$100,000; therefore, he had no choice but go with a bond should the Commission vote in favor of the \$154,800 with the goal of paying it “as soon as the project sells.” Chairperson Bonkowski entertained a motion. Mr. Clark believed it was not fair because Panera Bread would not generate the amount of traffic generated by Starbucks.

(5:41:53) – Commissioner Bagwell moved to approve a development agreement amending the RTC’s approved template to a fixed fee of \$154,800 and allowing a bond to be utilized instead of the cash payment. The motion was seconded by Vice Chair Kimbrough. Chairperson Bonkowski entertained comments and Ms. Maloney inquired about the timing of the execution of the bond and Commissioner Bagwell believed a building permit would not be issued without executing the bond. Vice Chair Kimbrough wished to understand the reason behind this fixed rate versus other requests that may arise, and Commissioner Bagwell clarified that in this particular case, Mr. Clark had “a mixed project that started before the agreement.” Vice Chair Kimbrough wished to ensure that the minutes reflected the reason for a fixed rate. **Motion carried 5-0-0.**

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6-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 1718-083A SOUTH CARSON COMPLETE STREET PROJECT - CONSTRUCTION MANAGER AT RISK (CMAR) CONSTRUCTION SERVICES, WITH SIERRA NEVADA CONSTRUCTION, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF \$20,033,758.51 TO BE PARTIALLY FUNDED FROM THE REGIONAL TRANSPORTATION FUND.

(5:44:48) – Chairperson Bonkowski introduced the item. Mr. Stucky referenced the Staff Report and supporting documentation which are incorporated into the record. He also gave a brief overview of the project and noted that public input had been received. Additionally, he reviewed the project timeline, noting that the project would be complete by the Spring of 2021. Chairperson Bonkowski entertained public comments, and when none were forthcoming, a motion. Vice Chair Kimbrough inquired about the ratification process and Mr. Reese explained that although the Board of Supervisors had approved the contract, the Commission and Staff would be ‘dotting all the “i”s and crossing all the “t”s, and making sure that all the relevant approvals have been given.’ Chairperson Bonkowski suggested correcting Mr. Stucky’s title in the Staff Report.

(5:49:13) – Vice Chair Kimbrough moved to ratify the award of the contract. The motion was seconded by Commissioner Macquairie and carried 5-0-0.

(5:49:30) – Chairperson Bonkowski recessed the meeting.

(5:51:49) – Chairperson Bonkowski reconvened the meeting. All Commissioners were still present.

6-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 19300092, AIRPORT ROAD RECONSTRUCTION AND UTILITY REPLACEMENT PROJECT, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$2,196,700, TO BE PARTIALLY FUNDED WITH SURFACE TRANSPORTATION BLOCK GRANT FUNDS.

(5:51:53) – Chairperson Bonkowski introduced the item. Mr. Stucky presented the Staff Report and supporting materials, all of which are incorporated into the record. There were no Commissioner and/or public comments; therefore, Chairperson Bonkowski entertained a motion.

(5:53:15) – Commissioner Macquairie moved to ratify the award of the contract. Commissioner Bagwell seconded the motion. The motion carried 5-0-0.

ITEMS 6-D AND 6-E

(9:53:35) – Chairperson Bonkowski introduced both items and reminded the Commission that the items will be heard concurrently but will be voted on separately. Mr. Goering presented the Staff Report and supporting documentation incorporated into the record and responded to clarifying questions. There were no public comments. Chairperson Bonkowski entertained the appropriate motions for each item.

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6-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDMENT TO COOPERATIVE AGREEMENT P502-17-063, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE I-580 MULTI USE PATH TO COLORADO STREET PROJECT, TO INCREASE THE PROJECT AMOUNT FROM \$750,000 TO \$1,141,771 AND THE LOCAL MATCH FROM \$37,500 TO \$57,089, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN THE PROPOSED AMENDMENT.

(5:57:20) – Commissioner Bagwell moved to approve Amendment No. 1, and to authorize the Transportation Manager to sign the amendment. The motion was seconded by Vice Chair Kimbrough and carried 5-0-0.

6-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT A&K EARTH MOVERS, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NRS CHAPTER 338, AND WHETHER TO AWARD CONTRACT NO. 19300081 TO A&K EARTH MOVERS, INC. FOR CONSTRUCTION OF THE I-580 MULTI-USE PATH TO COLORADO STREET FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,030,700.

(5:57:46) – Commissioner Bagwell moved to award the contract as presented. Commissioner Stedfield seconded the motion. Chairperson Bonkowski entertained public comments and when none were forthcoming, a vote. The motion carried 5-0-0.

6-F FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING SUBMITTAL OF A GRANT APPLICATION WITH THE NEVADA AGING AND DISABILITY SERVICES DIVISION (ADSD) IN THE AMOUNT OF \$96,750 FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021, AND TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO SIGN THE APPLICATION AND ASSOCIATED CERTIFICATIONS AND ASSURANCES.

(5:58:19) – Chairperson Bonkowski introduced the item. Ms. Maloney reviewed the Staff Report and highlighted the grant application components. Chairperson Bonkowski entertained public comments and when none were forthcoming, a motion.

(6:01:52) – Vice Chair Kimbrough moved to approve submittal of the grant application as presented, and to authorize the Public Works Director to sign the application and associated Certifications and Assurances. The motion was seconded by Commissioner Bagwell and carried 5-0-0.

6-G FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CARSON CITY’S PORTION OF FEDERAL FISCAL YEAR (FFY) 2020 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FUNDS AND ANY REMAINING

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OR UNUSED FFY 2019 STBG FUNDS TO THE NORTHRIDGE DRIVE RECONSTRUCTION PROJECT.

(6:02:17) – Chairperson Bonkowski introduced the item. Mr. Goering presented the Staff Report and accompanying agenda materials. Ms. Maloney clarified that “Staff were very specific with the language we used in the Staff Report about it being an approximate estimation for Federal Fiscal Year (FFY) 20. Although it is February, NDOT [Nevada Department of Transportation] has yet been unable to provide CAMPO with a Federal Fiscal Year allocation amount, even though that allocation was made available to them as of October 2019.” She added that Carson City Staff did not actually know how much money they had yet which might ultimately differ from this amount. There were no public comments. Chairperson Bonkowski entertained a motion.

(6:04:52) – Commissioner Bagwell moved to allocate the FFY 2020 Surface Transportation Block Grant funds, and any remaining and unused FFY 2019 Surface Transportation Block Grant funds to the Northridge Drive Reconstruction Project as presented. The motion was seconded by Commissioner Macquairie and carried 5-0-0.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - NON-ACTION ITEMS:

7-A TRANSPORTATION MANAGER’S REPORT

(6:05:40) – Ms. Maloney updated the Commission on the JAC bus purchases and noted that they had received two bids, adding that an award was planned to be heard by RTC in the March meeting. She also informed the Commission that the kickoff for the Regional Transportation Plan 2050 was planned for the March CAMPO meeting. Ms. Maloney explained that the CAMPO- funded ADA Transition Plan for the Carson City Right of Way has been drafted and circulated to NDOT for review, with a public hearing scheduled for March 2020 and RTC review in April 2020. She also noted that a speed limit establishing and changing policy had been drafted by Staff and was being reviewed internally. She believed that the plan may be reviewed by RTC in March 2020. Ms. Maloney also responded to clarifying questions by the Commissioners.

7-B STREET OPERATIONS ACTIVITY REPORT

(6:09:22) – Chairperson Bonkowski introduced the item. Ms. Maloney noted that due to the January meeting cancellation, two Street Operations Activity Reports were included in the agenda materials. She referenced the reports and highlighted several items such as the sidewalk work taken place in November, the sanding, and storm drain cleaning in preparation for the snow and rain events. She also noted that delineator installations should be included when considering future pedestrian improvements. Ms. Maloney responded to clarifying questions and informed the Commission that she would bring back additional information regarding the brine mixture used for snow events.

7-C PROJECT STATUS REPORT

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(6:16:33) – Chairperson Bonkowski introduced the item. Mr. Martinovich reviewed the report, incorporated into the record, and responded to clarifying questions. There were no public comments.

8. BOARD COMMENTS: FOR INFORMATION ONLY – STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE RTC BOARD.

(6:23:08) – Chairperson Bonkowski entertained Board comments. Vice Chair Kimbrough expressed concern that the upcoming trend in electric vehicles would eventually impact road funds which are collected via fuel taxes. He also wondered whether there were plans for public education on the matter. Commissioner Stedfield noted that the Department of Motor Vehicles had begun collecting mileage information at the time of vehicle registration. Ms. Maloney stated that the CSR3 Working Group in Nevada, chaired by Assemblywoman Danielle Moreno, meets monthly and has been discussing electric vehicles that do not contribute to the fuel tax. Commissioner Bagwell noted that the current electric vehicle presence in Nevada was below one percent; therefore, the cost of collecting fees would outweigh the revenue generated, adding that a long-term plan was still necessary.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, MARCH 11, 2020, AT THE SIERRA ROOM - COMMUNITY CENTER, 851 EAST WILLIAM STREET.

(6:28:28) – Chairperson Bonkowski read the agenda item into the record and clarified that the RTC meeting will immediately follow the Carson Area Metropolitan Planning Organization meeting which starts at 4:30 p.m.

10. PUBLIC COMMENT

(6:28:38) – Chairperson Bonkowski entertained public comments; however, none were forthcoming.

11. ADJOURNMENT: FOR POSSIBLE ACTION

(6:28:55) – Chairperson Bonkowski adjourned the meeting at 6:28 p.m.

The Minutes of the February 12, 2019 Carson City Regional Transportation Commission meeting are so approved this 11th day of March 2020.

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STAFF REPORT

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

Meeting Date: March 11, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action to determine that Creative Bus Sales, Inc., is the lowest responsive and responsible bidder (Contract File 19300102) pursuant to NRS Chapter 332, to select Creative Bus Sales as the RTC’s vendor for ADA-compliant mid-size low floor rolling stock (buses) for the next five years, and to authorize Public Works to purchase two buses from Creative Bus Sales, Inc. for a total not to exceed amount of \$255,976 (\$127,988 per bus).

Staff Summary: Through the Jump Around Carson (JAC) transit service, the RTC provides public transportation in Carson City and surrounding areas. The buses used for the JAC service must be replaced periodically. Carson City issued RFB 19300102, requesting bids for all labor, materials, tools and equipment necessary for new 24-foot-long ADA-compliant buses. The RTC may purchase buses as needed (between 0 and 4 buses each fiscal year) from the selected bidder over the course of the next five years. Public Works is currently requesting authorization to purchase two buses in this fiscal year. The purchase of any additional buses will be independently brought back to the RTC for approval in a future fiscal year at a price to be determined when the buses are purchased.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to select Creative Bus Sales, Inc. as the RTC’s vendor for JAC buses, and to authorize Public Works to purchase two buses for a total of \$255,976.

Background/Issues & Analysis

NOTICE TO BIDDERS was published in the Reno Gazette Journal on December 30, 2019. Two bids were opened at approximately 11:10 a.m. on January 28, 2020, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Lucia Maloney, Public Works; and Carol Akers, Purchasing and Contracts.

Bids were received from the following bidders. Please refer to Exhibit 1: Bid Tabulation for specifics.

<u>Name of Bidder</u>	<u>Total Bid</u>
Creative Bus Sales, Inc.	\$127,988
Las Vegas Bus Sales	\$133,790 (\$129,776.30, 3% discount if paid within 30 days)

Staff recommends award to Creative Bus Sales, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 332. The new buses are needed to replace aging buses that have met their useful life,

according to the Federal Transit Administration (FTA), and are now eligible for replacement. Under 49 USC § 5325(e), the RTC may select a vendor from whom to purchase buses for up to five years. Consistent within the approved 2019 Jump Around Carson (JAC) Transit Development and Coordinated Human Services Plan, a maximum of nine buses may be purchased during the agreement term, in addition to the two that are requested to be authorized for purchase today. The RTC may procure 0 to 4 additional buses each year during the proposed term, through 2025, in accordance with funding availability.

Applicable Statute, Code, Policy, Rule or Regulation

49 USC § 5325(e); NRS Chapter 332.

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Transit fund, Vehicle Purchase account / 2253026-507705

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, the above referenced account could be decreased by \$255,976, which is comprised of \$217,580 in Federal Transit Administration (FTA) funds (85%), and \$38,396 in local funds (15%). These amounts were budgeted in the FY 2020 Transit fund budget and sufficient FTA grant funding is available.

Alternatives

-Do not approve the purchases and provide alternate direction to staff.

Supporting Material

- Exhibit-1: Bid Tabulation Report
- Exhibit-2: Advertised RFB 19300102 Mid-Size Low Floor Bus-Rolling Stock
- Exhibit-3: Creative Bus Sales Bid Response

Board Action Taken:

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

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362**

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

BID# 19300102 MidSize Low Floor Bus - Rolling Stock
Time and Date of Opening: January 28, 2020 - 11:10 a.m.

Description	Bidder # 1	Bidder # 2	
	Creative Bus Sales	Las Vegas Bus Sales	
BONDING Provided, \$, %, or no	Y	N (48 hours to submit)	
Bidder acknowledges receipt of addendums	Y	Y	
Exhibit A Attached Y/N?	Y	Y	
Exhibit B Attached Y/N?	Y	Y	
Exhibit C Attached Y/N?	Y	Y	
Exhibit D Attached Y/N?	Y	Y	
Exhibit E Attached Y/N?	NA	NA	
Exhibit F Attached Y/N?	NA	NA	
Exhibit G Attached Y/N?	NA	NA	
Total Unit Price			
	\$127,988.00	\$133,790 / \$129,766.30	
		3% discount (paid in 30 days)	
Total Unit Price written in words? y/n			
	Y	Y	
Bidder Information provided? y/n			
	Y	Y	
Buy America Certification attached Y/N?			
	Y	Y	
Debarment & Suspension Certification Y/N?			
	Y	Y	
Lobbying Certification attached Y/N?			
	Y	Y	
DBE Provision attached Y/N?			
	Y	Y	
FTA TVM Certificate Y/N?			
	Y	Y	
Bus Testing Certification Y/N?			
	Y	Y	
Bid Document executed? y/n			
	Y	Y	
END OF DOCUMENT			

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CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 887-2286
<http://www.carson.org/bids>
NOTICE TO BIDDERS
REQUEST FOR BID #19300102

ADVERTISED RFB 19300102 Mid-Size Low Floor Bus-Rolling Stock

RELEASE DATE: December 30, 2019

SEALED BIDS [one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, and telephone number); and one (1) electronic copy (Adobe Acrobat format saved onto a PC readable medium (flash drive) which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, and telephone number)] **must be submitted in a sealed envelope/package/box** (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, and telephone number) **to CARSON CITY PURCHASING AND CONTRACTS, 201 North Carson Street, Suite 2, Carson City, Nevada 89701 by 11:00 a.m. on January 28, 2020.** Bids received after the date and time set for receipt will be rejected and disqualified from consideration.

ADDENDA are posted on Carson City's website <http://www.carson.org/bids>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

BID OPENING AND ACKNOWLEDGMENT will be held publicly at 11:10 a.m. on **January 28, 2020** at 201 North Carson Street, Suite 2, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES** will be posted on Carson City's website within 48 hours.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Carol Akers at CAkers@carson.org for the recommendation.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts within five (5) working days of the **BID OPENING** and must be in compliance with Nevada Revised Statute (NRS) 332.

AWARD will be made by the Carson City Regional Transportation Commission (RTC) and is scheduled for Wednesday February 12, 2020, and their decision is final. The Carson City RTC meeting will be held in the Sierra Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 4:30 p.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

SCOPE:

Carson City Purchasing and Contracts, on behalf of the Public Works Transportation Department, is accepting sealed bids for new 23-foot-long paratransit buses capable of seating 15 forward-facing ambulatory adult passengers, or two (2) wheelchair securement stations (with 13 ambulatory passengers), a driver, and a front, curb-side wheelchair ramp.

Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

No guarantee is given that any specific quantities will be ordered. The quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

- Carson City further reserves the right to procure additional paratransit buses (0-4 per year) as described herein from the successful bidder(s) through February 12, 2027.

GENERAL:

These **SPECIFICATIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **SPECIFICATIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **SPECIFICATIONS**.

The use of the name of a manufacturer in the **SPECIFICATIONS** does not restrict Bidder to that manufacturer's product specifications, unless otherwise stated in this **REQUEST FOR BID**. The reference is used to indicate the principle specifications, operating characteristics, or quality of products which have been approved by Carson City as being acceptable for its use. Bids on equivalent products or other manufacturers will be considered provided they meet the principal operating and service quality requirements of the **SPECIFICATIONS** stated herein including qualitative/quantitative preferences. Carson City will be the sole judge on equivalent quality/quantity and specification allowances/tolerances. Bidder may be required to submit current detailed Product-Application Specifications and related literature, product UL Listing information, and other typical test data on the product(s). This information will be used for evaluation purposes.

Only new product(s) of current design and manufacture shall be proposed and accepted under this **REQUEST FOR BID**. Bidding of demonstrator or used product(s) shall be specifically prohibited. Product(s) and/or materials(s) furnished by Bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by Bidder at no cost to Carson City. Should Carson City receive any product(s) and/or material(s) not conforming to the requirements of this **REQUEST FOR BID**, they shall be returned and replaced at Bidder's expense.

Technical specifications and literature illustrating Bidder's proposed product(s) shall be submitted and marked as "**Exhibit A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

All product(s) and/or materials proposed and furnished must comply with the most current O.S.H.A., N.O.S.H.A., E.P.A., Federal, State, and local laws, regulations, ordinances, and/or statutes applicable thereto.

A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) and/or materials being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf shall be submitted and marked as "**Exhibit B**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

TECHNICAL SPECIFICATIONS:

See Attachment A

WARRANTIES AND GUARANTIES:

Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy allowed by this **REQUEST FOR BID**, law, equity, or statute.

Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects. A copy of Bidder's warranty indicating the terms, conditions, and limitations shall be submitted and marked as '**EXHIBIT C**'. Warranty shall be specific as to whether or not this warranty is of a standard nature, or if it is being modified to meet or satisfy the requirements of this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**.

Bidder guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the performance of this **REQUEST FOR BID**, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques. Bidder guarantees to observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any way affecting this **REQUEST FOR BID**. Bidder guarantees to comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, handicap, or national origin. Bidder guarantees to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States. Bidder guarantees that any and all prices which he may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. Bidder agrees to indemnify, exonerate, and hold Carson City harmless from liability for any such violation now and throughout the term of the bid / contract award.

DELIVERY SCHEDULE:

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

Bidder shall provide delivery **F.O.B., Carson City, Nevada C/O Carson City Public Works, 3505 Butti Way, Carson City, Nevada, 89701.**

All prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

DEFAULT OF CONTRACT:

Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

In the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

BID BOND:

A Bid Bond in the amount of 5% of the bid amount is required. This bid bond will function as a penalty in the event Bidder fails to enter into a written contract with Carson City in accordance with this **REQUEST FOR BID**. Carson City will also be entitled to additional actual damages if any. The Bid Bond must accompany the **BID RESPONSE** or the **BID RESPONSE** will be rejected unless the Purchasing and Contracts Administrator decides to grant Bidder additional time to comply with this requirement. In no event will the bid bond be accepted after 48 hours of the date and time set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

If Bidder refuses to execute and deliver the Contract and/or required bonds to Carson City within ten (10) calendar days he shall, as a penalty, forfeit the bid guarantee bond deposited with his **BID RESPONSE**.

The bid bond deposited by Bidder with his **BID RESPONSE** is penal and is not intended to compensate Carson City as and for liquidated damages.

In the event that the bid guarantee bond is forfeited, Carson City shall retain the right to seek any and all additional damages from Bidder which are natural and proximate result of Bidder's failure to execute and deliver the Contract and required bonds to Carson City. Such damages may include, but are not necessarily limited to, the difference between Bidder's bid and the next lowest bid.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

Bid bond must be on the form supplied by Carson City and issued by a reputable solvent surety company properly licensed and authorized to conduct business in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and/or be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) Said bond shall be issued and made payable to Carson City, 201 North Carson Street Suite 2, Carson City, Nevada 89701.

***** END OF SPECIFICATIONS *****

CARSON CITY PURCHASING AND CONTRACTS

Bid Bond

1

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/We _____
 as Principal, hereinafter called Contractor, and _____
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ _____ Dollars
 (state sum in words) _____

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

WHEREAS, the Principal has submitted a bid, identified as **BID #19300102** and titled "**Mid-Size Low Floor Bus-Rolling Stock**".

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

(Seal)

Executed on this _____ day of _____, 2020

Signature of Principal: _____

Title: _____

Firm: _____

Address: _____

City / State / Zip Code: _____

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____, 2020

(printed name of notary) _____ Notary Public for the State of _____.

Claims Under this Bond May Be Addressed To:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety	Name of Local Agent
Address	Address
City	City
State / Zip Code	State / Zip Code
Name	Agent's Name
Title	Agent's Title
Phone	Agent's Telephone

CARSON CITY PURCHASING AND CONTRACTS

Bid Bond

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

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

These **TERMS & CONDITIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS & CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **TERMS & CONDITIONS**.

NOTICE OF RIGHTS:

Carson City reserves the right to accept or reject any or all bids or portions thereof, received by reason of this **REQUEST FOR BID**.

Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract award by the Carson City RTC.

Carson City reserves the right to waive any irregularities and/or informalities in the submitted **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

Carson City reserves the right to accept or reject any or all deviations, modifications and/or alternates offered, based solely on the value of said deviations, modifications and/or alternates to Carson City.

Carson City reserves the right to require such surety as may be deemed necessary for the protection of Carson City or to ensure the satisfactory performance of Bidder in accordance with this **REQUEST FOR BID**.

Carson City reserves the right to withhold bid / contract award for a period of sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Carson City reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve Carson City's best interest. However, Bidder may record in the **EXCEPTION SUMMARY** that his **BID RESPONSE** must be awarded by Carson City on the basis of "**ALL OR NOTHING**".

Carson City reserves the right to issue a Contract or Purchase Order document without further discussion or negotiations with Bidder provided the bid / contract award is made within sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Carson City reserves the right to require Bidder to provide an on-site demonstration at no cost to Carson City.

SALES/USE TAX EXEMPT STATUS:

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

Pursuant to Nevada Revised Statute 372.325 and related statutes, CARSON CITY CONSOLIDATED MUNICIPALITY has been granted sales/use tax exempt status. Direct purchase of tangible personal property made by CARSON CITY CONSOLIDATED MUNICIPALITY is exempt from sales/use tax.

JOINDER OR MUTUAL USE OF CONTRACT:

Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. Carson City is not liable for the obligations of the governmental entity which joins or uses this Contract. Carson City shall be held harmless in any and all transactions between the successful bidder and other participating governmental entities.

QUESTIONS:

All questions must be directed, in writing via e-mail, to Carol Akers, Purchasing and Contracts Administrator, cakers@carson.org at least four (4) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

You must indicate that these questions pertain to **REQUEST FOR BID #19300102**. You must indicate what line number(s) your question(s) references. You must provide a contact person, their title, their e-mail address, and their telephone number.

Questions and answers will be posted on Carson City's website <http://www.carson.org/bids> at least two (2) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Any communication with other Carson City personnel regarding this **REQUEST FOR BID** may result in the rejection of your firm's **BID RESPONSE**.

REQUEST FOR BID ERRORS:

Bidders shall notify Carol Akers, Purchasing and Contracts Administrator, in writing via e-mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**. All addenda must be signed, placed in date and time order, submitted, and marked as "EXHIBIT D". Failure to do so may be justification for rejection of the **BID RESPONSE**.

All addenda are posted on Carson City's website <http://www.carson.org/bids>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

BID RESPONSE, CONTRACT, AND DISPOSITION:

The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and accepted by

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

Carson City shall become part of the contractual obligation and incorporated by reference into any ensuing Contract. All bids shall become the property of Carson City and shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that Bidder desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts shall make the final determination regarding which information, if any, shall be held proprietary pursuant to Nevada Revised Statutes 332.025 and 332.061.

PREPARATION OF BID RESPONSE:

Bid must be prepared on the **BID RESPONSE** form supplied by Carson City Purchasing and Contracts in accordance with this **REQUEST FOR BID**. All expenses incurred as a result of **BID RESPONSE** preparation shall be the responsibility of Bidder and shall not be chargeable to Carson City.

In the upper right hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial and date each page. Failure to do so may be justification for rejection of the **BID RESPONSE**.

Bidder shall respond to each item listed on the **BID RESPONSE**. If additional space is required to respond to an item, Bidder shall indicate on company letterhead the item number as well as the additional information to be provided and mark as "**Exhibit E**". Supplemental materials may be provided and shall be marked as "**Exhibit F**". All the blank spaces shall be completed.

Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do so will be at Bidder's risk.

Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so will be at Bidder's risk.

Numbers shall be stated in both figures and in writing. In the event of a difference between written words and figures, the amount stated in written words shall govern and the amount will be corrected accordingly. In the case of a difference between a unit price and the extended price, the unit price shall govern and the amount will be corrected accordingly.

Erasures and other changes must be initialed in blue ink by the person signing this **BID RESPONSE**.

The original **BID RESPONSE** shall contain all original signatures where required. Signatures shall be signed in longhand by an individual duly authorized to commit Bidder. An unsigned **BID RESPONSE** may be disqualified.

Order of Documents:

The items shall be placed in the following order. Bids may be disqualified from further consideration if Bidder does not conform to this requirement.

1st - BID RESPONSE

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

2nd - "Exhibit A" - Technical Specifications and literature illustrating Bidder's proposed product(s).

3rd - "Exhibit B" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

4th - "Exhibit C" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

5th - A Bid Bond in the amount of 5% of the bid amount.

6th - "Exhibit D" - All addenda must be signed, dated and placed in date and time order.

7th - "Exhibit E" - **BID RESPONSE** additional space on company letterhead

8th - "Exhibit F"- Supplemental materials

9th - "Exhibit G" - **EXCEPTION SUMMARY** additional space on company letterhead

10th- "Exhibit H" – Certifications as Required in **Attachment B**

SEALED BIDS:

Bidder shall submit their **SEALED BID** to **CARSON CITY PURCHASING and CONTRACTS**, 201 North Carson Street Suite 2, Carson City, NV 89701 by the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

The **SEALED BID** shall consist of

one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number);

one (1) electronic copy (pdf document) saved onto a PC readable medium (flash drive) which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)

placed in a sealed envelope/package/box (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number).

Carson City will not be responsible for the premature opening of a bid not properly addressed or identified.

It is Bidder's sole responsibility to see that their **BID RESPONSE** is received at the place, date, and time specified. Carson City assumes no responsibility for errant delivery of any **BID RESPONSE** relegated to a courier agent who fails to deliver in accordance with the specified receiving point and

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

time herein stated.

A **BID RESPONSE** received after the date and time set for receipt will be rejected and disqualified from consideration.

A **BID RESPONSE** that is sent by telephone, facsimile, or e-mail shall not be accepted and will be disregarded if received.

WITHDRAWAL OF BIDS:

Bids may be withdrawn without penalty by written notice received by Carson City Purchasing and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

BID EVALUATION:

The evaluation of bids and the determination as to the quality of the product(s) and/or service(s) offered shall be the responsibility of Carson City and will be based on information furnished by Bidder as well as other information obtained. Responses to this **REQUEST FOR BID** will be the primary source of information used in the evaluation process.

Carson City reserves the right to perform an investigation to determine the ability of Bidder to perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may contact any current users of a Bidder's product(s) and/or service(s); solicit information from any available source concerning any aspect of the bid; and seek and review any other information it deems pertinent to the evaluation process.

Carson City reserves the right to meet with bidders to discuss or clarify their **BID RESPONSES**, to request additional information, and to allow corrections of errors or omissions. All expenses incurred as a result of said meeting shall be the responsibility of Bidder and shall not be chargeable to Carson City.

Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given consideration in the evaluation process, provided each deviation, modification and/or alternate shall be recorded on the **EXCEPTION SUMMARY**.

COLLUSION:

Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

ADVANCE DISCLOSURES:

Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

REJECTION OF BID:

Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

AWARD OF CONTRACT:

Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised Statutes.

Pursuant to Nevada Revised Statute 332.065 (1), the lowest responsive and responsible may be judged on the basis of (a) Price; (b) Conformance to the specifications; (c) Qualifications, (d) Past performance; (e) Performance or delivery date; (f) Quality and utility of services, supplies, materials, or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; (g) The best interest of the public; and (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

Pursuant to Nevada Revised Statute 332.065 (2), the governing body or its authorized representative (a) shall give preference to recycled products if: (1) The product meets the applicable standards; (2) The product can be substituted for a comparable nonrecycled product; and (3) The product costs no more than a comparable nonrecycled product.

Pursuant to Nevada Revised Statute 332.085, in determining the responsibility of any bidder, the governing body or its authorized representative shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility of the bidder; experience of the bidder; adequacy of the equipment of the bidder; past performance of the bidder; performance or delivery date; and ability of the bidder to perform the contract.

Prompt payment discounts will be considered in bid / contract award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

A Purchase Order or Contract mailed or otherwise furnished by Carson City Purchasing and Contracts to Bidder is a binding contract without further action by either party.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative. No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.

Bidders will receive written notification of the Bidder(s) who has been recommended to be awarded this **REQUEST FOR BID**.

Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he does not supply goods or services in accordance with the bid specifications, or if he repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

APPEAL BY UNSUCCESSFUL BIDDER:

Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute 332.039 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by providing a notice of protest which must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated to Carol Akers, Purchasing and Contracts Administrator, by not later than five (5) working days prior to the date scheduled for **AWARD** which is indicated on page one of this **REQUEST FOR BID**.

A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars (\$250,000.00).

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

No protest shall be considered unless these procedures have been followed.

TIMELINESS OF BILLING SUBMISSION:

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

PAYMENT:

Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the awarded amount is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

PRICE REDUCTIONS:

In the event that during the term of the bid / contract award Bidder shall reduce any or all prices charged to any or all customers other than Carson City for the same product(s) and/or service(s) of the equivalent quantity, quality, delivery, performance and warranty, as said product(s) and/or service(s) specified herein, Bidder shall make an equivalent reduction for Carson City.

LIQUIDATED DAMAGES:

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Liquidated damages shall not cover or preclude Carson City from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and the inability of Carson City to fulfill other damages direct or consequential arising out of the failure of Bidder to perform under the terms, conditions and requirements of this **REQUEST FOR BID**.

NOTICE:

All notices or other communications required or permitted to be given under this **REQUEST FOR BID** shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous 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.

Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION**.

Notice to Carson City shall be addressed to:

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

CONTRACT TERMINATION:

Termination Without Cause:

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

Termination for Nonappropriation:

Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

A default or breach may be declared with or without termination. This bid / contract award may be terminated by either party upon thirty (30) calendar days written notice of default or breach to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID** within the time

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requirements specified in this **REQUEST FOR BID** or within any granted extension of those time requirements; or (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 Bidder to provide the goods or services required by this **REQUEST FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson City materially breaches any material duty under this **REQUEST FOR BID** and any such breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Bidder, or any agent or representative of Bidder, to any officer or employee of Carson 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) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal thirty (30) calendar days written notice, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:

In the event of termination of this bid / contract award for any reason, the parties agree that the provisions of this paragraph survive termination: (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 bid / contract award. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder shall execute any documents and take any actions necessary to effectuate an assignment of this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and promptly deliver into Carson City's possession all proprietary information in accordance with **Carson City Ownership of Proprietary Information**.

REMEDIES:

Except as otherwise provided for by law or this **REQUEST FOR BID**, 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 attorneys' 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. Carson City may set off consideration against any unpaid obligation of Bidder to Carson City.

LIMITED LIABILITY:

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Carson City will not waive and intends to assert available Nevada Revised Statutes 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 specified in the incorporated attachments. Damages for any Carson City breach shall never exceed the amount of funds appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be limited.

FORCE MAJEURE:

Neither party shall be deemed to be in violation of this **REQUEST FOR BID** 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 the bid / contract award after the intervening cause ceases.

INDEMNIFICATION:

To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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 paragraph.

Except as otherwise provided 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: a written request for a legal defense for such pending claim(s) or cause(s) of action; and 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.

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.

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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INDEPENDENT CONTRACTOR:

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

Nothing contained in this **REQUEST FOR BID** 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 Carson City whatsoever with respect to the indebtedness, liabilities, and obligations of Bidder or any other party.

Bidder shall indemnify and hold Carson City harmless from, and defend Carson 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, Bidder'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.

Neither Bidder nor its employees, agents, or representatives shall be considered employees, agents, or representatives of Carson City.

INSURANCE REQUIREMENTS:

Unless expressly waived in writing by Carson City, Bidder, as an independent contractor and not an employee of Carson City, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City shall have no liability except as specifically provided in the **REQUEST FOR BID**. Bidder shall not commence work before: (1) Bidder has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) Carson City has approved the insurance policies provided by Bidder.

Prior approval of the insurance policies by Carson City shall be a condition precedent to any payment of consideration under this **REQUEST FOR BID** and Carson City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to timely approve shall not constitute a waiver of the condition.

Insurance Coverage:

Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of the **REQUEST FOR BID** the following insurance conforming to the minimum requirements specified

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below. Unless specifically specified herein or otherwise agreed to by Carson City, the required insurance shall be in effect prior to the commencement of work by Bidder and shall continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

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

General Requirements:

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

Additional Insured: By endorsement to the general liability insurance policy evidenced by Bidder, 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 the **REQUEST FOR BID**.

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

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

Deductibles and Self-Insured Retentions: Insurance maintained by Bidder shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.

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

Approved Insurer: Each insurance policy shall be: (1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and (2) currently rated by A.M. Best as AA-VII or better.

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Evidence of Insurance: Prior to commencement of work, Bidder must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 2, Carson City, NV 89701: (1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Bidder. (2) 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 Carson City as an additional insured. (3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

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

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

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

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

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

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

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

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PROFESSIONAL LIABILITY INSURANCE:

Minimum Limit required: One Million Dollars (\$1,000,000.00)

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

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

A certified copy of this policy may be required.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Bidder shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

BUSINESS LICENSE:

If required, Bidder shall not commence work before Bidder has provided a copy of his Carson City business license to Carson City.

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

COMPLIANCE WITH LEGAL OBLIGATIONS:

Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services of this **REQUEST FOR BID**. Bidder will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Bidder in accordance with Nevada Revised Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this **REQUEST FOR BID**. Carson City may set-off against consideration due any delinquent government obligation.

WAIVER OF BREACH:

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Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST FOR BID** 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.

SEVERABILITY:

If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a court of law or equity, this **REQUEST FOR BID** 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 **REQUEST FOR BID** unenforceable.

ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this **REQUEST FOR BID** changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment Carson City, such offending portion of the assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST FOR BID** without the prior written approval of Carson City.

CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the bid / contract award), or any other documents or drawings, prepared or in the course of preparation by Bidder (or its subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be the exclusive property of Carson City and all such materials shall be delivered into Carson City possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR BID**.

Bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Bidder's obligations under this **REQUEST FOR BID** without the prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no proprietary interest in any materials licensed for use by Carson City that are subject to patent, trademark or copyright protection.

Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's drawings, specifications, and other documents for information and reference in connection with this **REQUEST FOR BID**.

Bidder's drawings, specifications and other documents shall not be used by Carson City or others without expressed permission of Bidder.

PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder may

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

be open to public inspection and copying. Carson City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Bidder may clearly label individual documents as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONFIDENTIALITY:

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

FEDERAL FUNDING:

In the event federal funds are used for payment of all or part of this **REQUEST FOR BID**: (1) Bidder certifies, by signing this **REQUEST FOR BID**, 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. (2) 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. (3) This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. (4) Bidder 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. (5) Bidder 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 shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

* The Bidder will need to have a DUNS number and be registered in the US Government System for Award Management (www.sam.gov).

Transportation / Transit Contracts

Nondiscrimination Assurance - Each federally funded contract the Carson Area Metropolitan Planning Organization (CAMPO) and/or RTC signs with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by contractor to carry out these requirements is a material breach of this

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Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

Prompt Payment Policy and Provisions - Each federally funded contract the CAMPO and/or RTC signs with a contractor will include the following provision:

The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the prime contractor by the CAMPO and/or RTC. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or RTC's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.

LOBBYING:

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this **REQUEST FOR BID** 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: (1) Any federal, state, county or local agency, legislature, commission, counsel or board; (2) Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or (3) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

GENERAL WARRANTY:

Bidder warrants that all services, deliverables, and/or work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this **REQUEST FOR BID** on behalf of each party has full power and authority to enter into this Contract. Bidder acknowledges that this bid / contract award is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in the **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is effective or after it ceases to be effective are performed at the sole risk of Bidder.

ARBITRATION:

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Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

ENTIRE CONTRACT AND MODIFICATION:

Once the Carson City Board of Supervisors has awarded this **REQUEST FOR BID** (which includes the **NOTICE TO BIDDERS**, **SPECIFICATIONS**, **TERMS AND CONDITIONS**, **BID RESPONSE**, and all **EXHIBITS**), their award and this **REQUEST FOR BID** constitutes the entire Contract between Carson City and Bidder and is intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions that may have been made.

Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.

Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City RTC.

***** END OF TERMS & CONDITIONS *****

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

BIDDER INFORMATION:

Company Name: _____

Federal ID No.: _____

DUNS#: _____

Mailing Address: _____

City, State, Zip Code: _____

Complete Telephone Number: _____

Complete Fax Number: _____

Contact Person/Title: _____

Mailing Address: _____

City, State, Zip Code: _____

Complete Telephone Number: _____

Complete Fax Number: _____

E-mail Address: _____

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

If Bidder **has** a valid Carson City Business License, please provide number:

Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2310 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____

Date _____

Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2310 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____

Date _____

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date _____

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: _____
Date Incorporated: _____
Name of Corporation: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder agrees that product(s) supplied pursuant to the provisions of this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

WARRANTY:

State Term of Full Parts & Labor Warranty:

Parts & Service: (Closest Authorized Repair Center to Carson City, Nevada)

Company Name: _____

Mailing Address: _____

Street Address: _____

City: _____

State & Zip Code: _____

Number of miles from Carson City: _____

Complete Telephone Number: _____

Complete Fax Number: _____

Bidder agrees to provide delivery **F.O.B. Carson City, Nevada** C/O Carson City Public Works, 3505

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

Butti Way, Carson City, Nevada 89701.

Yes No

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

Yes No

Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

Bidder has attached a Bid Bond in the amount of 5% of the bid amount.

Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No Not Applicable

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No Not Applicable

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No Not Applicable

Bidder has provided "**Exhibit G**"- Required Certifications.

Yes No

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.

Yes No

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No Not Applicable

MASTERCARD ACCEPTANCE Bidder agrees to accept MasterCard as a form of payment under this Contract at no additional cost to Carson City.

Yes No

PRICING SUMMARY

Quantity and description of first item:

State **UNIT PRICE** in figures:

\$ _____

State **UNIT PRICE** in words:

PRICING SUMMARY

Quantity and description of first item:

Make of Product Proposed: _____

Model of Product Proposed: _____

Model Year of Product Proposed: _____

Number of Years This Model Has Been In Production: _____

State **UNIT PRICE** in figures:

\$ _____

State **UNIT PRICE** in words:

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "**Exhibit G**".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

***** END OF BID RESPONSE *****

Mid-Size Low Floor Bus

This specification describes a “Steel Cage”, low floor, commercial bus designed for use in Transit applications that meets all the requirements of ADA and the Federal Motor Vehicle Safety Standards in effect at the time of manufacture.

Proposed bus design must have had testing in Altoona Bus Research and Testing Center in the 7 year/200,000 mile test.

The bus shall be built upon a Cutaway Chassis with a GVWR of 14,001 to 16,000 lbs., of the current model year.

The bus is described to be a Mid-size bus able to transport ambulatory and non-ambulatory passengers.

The body shall be a steel cage construction with Fiber Reinforced Plastic, laminated to engineered moisture resistant substrate that is not Luan, attached to the steel cage with urethane adhesive. The roof shall be a one piece Fiber Reinforced Plastic layer laminated to the substrate and roof steel with urethane adhesive. The body shall be constructed of welded walls, sub floors, roof framing and rear steel structure bonded and bolted together completing an integral cage and body.

Body Dimensions

The Cutaway chassis will have a GVWR of 14,001 to 16,000 lb. The bus will have a wheelbase between 164” and 192”. Body width shall not exceed 96”, not including mirrors. Overall height shall be 110” or less.

Deviation from Specification:

Body Construction

The body shall be a "Steel Cage" type construction with FRP skin laminated to a moisture resistant substrate. That is not of the Luan type. It shall be attached to the cage with urethane adhesive. The roof shall be a single layer of FRP laminated to the substrate and steel cage with urethane adhesive. The bus walls shall be welded and bolted together with corrosion resistant hardware. A Transign or equivalent LED destination sign shall be used in the forward section of the coach body above the driver cabin. 2 advertising sign holders shall be installed on the side of the body behind the rear tires measuring 30" wide by 24" tall.

Deviation from Specification:

Engine

A minimum of 6 liter, V8 displacement engine shall be used. It shall have fast idle and have the capability of being controlled by a voltage sensor, an air conditioner, an air compressor command or a low coolant temperature command. An engine oil cooler shall be included. The engine shall meet California and Federal emissions standards. Extra reinforcement shall be used on A/C compressors and their mounts where not an Original Equipment Manufacturer (OEM) installation. Only the highest quality coolant booster pumps shall be used where needed.

Deviation from Specification:

Transmission

The transmission shall be a heavy duty 6-speed or higher with a transmission oil cooler.

Deviation from Specification:

Charging System

An O.E.M alternator of at least a capacity of 200 amps output at low RPM shall be used. Two (2) 12 volt 770 CCA batteries, one (1) in the engine bay and one (1) in an externally accessed compartment with a tray and door shall be used. A rotary battery disconnect switch shall be used.

Deviation from Specification:

Suspension

An air spring suspension shall be used at all four (4) corners. A 3.5 CFM compressor shall be used. A air storage tank shall be used. Front and full-kneel operations shall be employed. Heavy duty shocks shall be used.

Deviation from Specification:

Exhaust

Heavy duty, corrosion resistant exhaust which meets or exceeds FMVSS and EPA noise level and emissions requirements shall be used. Tailpipe shall exit on the roadside, outside of the body and behind the rear tire. The tailpipe shall not exit out the rear or curb side of the bus. The tailpipe shall not protrude more than 1" beyond the exterior body panel.

Deviation from specification:

Axles

All axles shall meet or exceed the GVWR of the vehicle. The rear axle shall be a solid, truck-type dual wheel axle. Minimum front axle rating shall be 4,600 lbs. and the minimum rear axle rating shall be 9,600 lbs.

Deviation from Specification:

Brakes

A hydraulic, disc brake system shall be used in both the front and rear, with 4 wheel ABS and traction control. A foot or hand operated lever shall control a drum type parking brake system.

Deviation from Specification:

Tires

Tires shall meet or exceed the vehicle's GVWR. Tires shall be LT225/75R16E tires mounted on white, steel wheels. A full-size spare tire and wheel shall be provided.

Deviation from Specification:

Steering

The bus shall be equipped with O.E.M. power assisted steering. O.E.M. tilt steering shall be employed. The bus turning radius shall not exceed 27 feet, as measured on the outside front tire sidewall and not more than 28 feet on the outside front bumper. A power steering cooler shall be used.

Deviation from Specification:

Fuel Tank

The fuel tank shall be a minimum of 50 gallons capacity. A fuel filler access panel shall be included.

Deviation from Specification:

HVAC

A minimum 75,000 BTU passenger A/C and heater with manual, dash mounted controls within reach of the driver shall be used. The cutaway chassis OEM HVAC system for the driver shall be used. Constant torque clamps and metal "T" fittings shall be used on all coolant hoses where needed.

Deviation from Specification:

Gauges

Gauges shall be needle-type gauges and include oil pressure, water temperature, engine hours and miles, speedometer / odometer, air pressure, fuel level and include an voltmeter.

Deviation from Specification:

Drive Shaft

A two (2) piece drive shaft with a center carrier shall be used with Spicer type u-joints.

Deviation from Specification:

Undercoating

The entire underside of the body including floor members, the side panels below the floor level, and the fender wells shall be undercoated with a nonflammable, resin type polyoleum (or equivalent), and must comply with applicable Federal Standards. All openings in the floor boards and firewall shall be sealed. Fender wells and splash aprons shall be of durable construction, offering maximum deflection of wheel splash.

Deviation from Specification:

Tow Hooks

Two (2) tow hooks shall be installed under the front bumper attached to the frame and two (2) tow hooks shall be installed under the rear bumper attached to the frame for secure towing.

Deviation from Specification:

Bumpers

The front bumper shall be an O.E.M. chrome steel bumper and the rear shall be steel and painted black.

Deviation from Specification:

Emergency Exits

Hinge-out windows shall be installed for emergency escape and comply with FMVSS-217. The emergency exits shall be clearly labeled and operation instructions shall be clearly visible at each emergency exit. The emergency exits must not automatically lock. All emergency exits must comply with F.A.C. 14-90. Each emergency exit shall be identified with a 12 volt, red LED lamp with at least a 10,000 hour life. Immediately below or next to each LED lamp shall be a decal in 1" white letters on a red background stating "Emergency Exit".

Deviation from Specification:

Doors

Passenger entry door shall be a dual panel, swing out type with two (2) glass panels. The passenger entry door shall be a minimum of 35" opening with entry assist handles. All entry doors shall employ gaskets and/or seals to provide protection from the elements including wind, water and dirt. The passenger entry door shall be operated by an electric motor through a switch in close reach of the driver. In case of emergency, a manual release above the door shall be incorporated to allow the manual operation of the door. The door shall not be operable while the bus is in motion.

Deviation from Specification:

Mirrors

Exterior side view mirrors shall be heated and have remote, electrical control for adjustment. One (1) each in the O.E.M. driver and passenger positions.

Deviation from Specification:

Driver's Seat / Area

The driver seat shall be a high-back seat with adjustable seat pad, lumbar adjustment and an adjustable recliner; shall include a right arm, adjustable rest; material shall be high quality cloth in the color of gray. DOT certified shoulder/lap belt and automatic retractor with SRS pre-tensioner shall be used. Shoulder belt wall anchor shall be adjustable. Driver's map light and coat hook shall be included. Driver side running board shall be non-skid, all weather service. Front passenger seat shall be omitted. A fan for the driver shall be installed in the driver's area. Two (2) dual jack USB connectors shall be installed within reach of the driver.

Deviation from Specification:

Passenger Seats

Freedman brand or equivalent low-back to mid-back seats with anti-bacterial, vinyl covering or equivalent, gray in color (to match driver seat). The isle width shall be made to comply with ADA minimum requirements. Each ambulatory passenger seat shall be equipped with retractable passenger restraint lap belts. Capacity shall be a minimum of 15 seats and two (2) wheelchair positions, large enough to accommodate larger wheel chairs.

Deviation from Specification:

Body Frame

The frame of the body shall be an all tubular steel cage construct with full E-Coat corrosion protection. Must be reinforced at all stress points, with sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned, and meets or exceeds FMVSS-220. The body shall be securely fastened to the underframe structure so that the entire structure function as one integral unit without any movement in the joining. Front, side and back panels shall be secured to the floor so as to result in a permanent, fully integrated structural unit.

Deviation from Specification:

Insulation

The bus interior walls, ceiling and firewall area shall be adequately insulated with fire-resistant, hydrophobic material that is resistant to fumes. This insulation offers the prevention of condensation and the inside walls shall be thoroughly sealed so that drafts and fumes do not enter the passenger cabin.

Deviation from Specification:

Floor

The subfloor is to be a minimum of 5/8" engineered wood floor, waterproof after cutting, and one piece. Floor is to be sealed in such a manner as to prevent the entrance of moisture through it. Interior floor coating to be Poly Urea or equivalent and covered up walls.

Deviation from Specification:

Walls

Seamless fiberglass Walls and ceiling shall be Luan-free AZDEL brand or equivalent substrate.

Deviation from Specification:

Ramp

The ramp shall be a Braun brand or equivalent, heavy duty manual and electric ADA compliant ramp. Included will be a warning lamp and buzzer. With no greater than a 1:6 slope. Shall include ramp activation with an external ramp toggle switch. Ramp shall be located curb side, forward of the passenger seats. Ramp shall include an interlock system. Ramp shall be rated at minimum 1,000 lbs. The floor/ramp entry area shall be illuminated with LED lamps to meet ADA requirements. There shall be an exterior toggle door switch for the ramp door.

Deviation from Specification:

Windows

Shall be double T-Slider windows with tinted (20%) glass. Shall have black anodized frames. Shall have a side view transition window behind driver with approximately 200 square inches of viewing glass. Shall have a curb side viewing window with approximately 550 square inches of viewing glass. Shall have a rear egress window on the rear wall.

Deviation from Specifications:

Lights

LED interior and exterior lamps shall be used. A third brake light and egress window lights shall be used. The 4-way flasher lamps shall operate independently of the brake lights, with an illuminated toggle switch at the center of the dash control panel with an audial alarm when in operation. 4 way flashers shall apply with the activation of the parking brake.

Deviation from Specification:

Passenger Assists and Modesty Panels

Dual grab rails shall be installed parallel to the entrance steps, to measuring a minimum of 1 ¼" in diameter; a right hand entry stanchion with grab rail parallel to entrance steps; assist handles on entry doors; driver stanchion with modesty panel and plexiglass.

Deviation from Specification:

Paint

Shall include exterior paint with custom logo and lettering in the JAC theme.

Deviation from Specification:

Safety Equipment

The following safety equipment shall be included at minimum:

- Back up alarm and camera with the monitor being the rearview mirror
- Mud flaps behind each tire
- Emergency triangle kit
- #10 fire extinguisher
- One (1) first aid kits
- Two (2) bi-lingual (English and Spanish) ADA signage applicable to a paratransit bus of size and capacity provided, located as per ADA specification
- Spare tire and wheel, full size
- Eight (8) Q'Straint brand or equivalent quick straps
- Two (2) 12" seat belt extensions
- Four (4) deluxe retractors (Q8-6200-SC) or equivalent
- Three (3) wheelchair belt storage under seat
- Kneel override switch
- Seon brand or equivalent and compatible security system with four (4) cameras
- Driver storage compartment
- One (1) Qstraint brand or equivalent belt cutter
- One (1) body fluid cleanup kit

Deviation from specification:

Wiring

All cable and wiring shall be color-coded and labeled with function. The builder shall furnish complete wiring diagrams clearly marked to indicate the code and include connector pin out diagrams. All body relays, circuit breakers and fuses shall be clearly labeled and accessible through a one side-hinged panel door. Where possible, manually resettable circuit breakers are to be used in place of fuses. LED lamps shall be installed to indicate circuit power and tripped circuits in the panel. All added accessories and electrical equipment shall be wired through a constant solenoid, energized by the vehicle's ignition switch, and shall have a separate circuit breaking system. A master electrical disconnect shutoff switch shall be prominently mounted in the driver's entry area or the battery compartment, with a decal. A laminated "as built" wiring schematic shall be provided in each bus. Each bus of the series shall be wired identically, and shall include pre-wire for a two-way radio. A NMO (RG58 Mini-UInstalled) two-way antenna mount with at least a 17' cable shall be installed and the cable terminating under the dash.

Deviation from Specification:

Manual

Two (2) sets of chassis, electrical systems, emissions, engine and auxiliary equipment manuals or DVD's, lubrication and PM manual shall be included. Maintenance/Inspection schedules shall be included.

Deviation from Specification:

Dash

The dash shall include an AM/FM/CD/MP3/WMA player with Bluetooth, two (2) power points, two (2) USB and SD card inputs.

Deviation from Specification:

Farebox

A Diamond or equivalent farebox with two (2) keys to match existing fareboxes. The farebox shall be reinforced to minimize vibration and noise.

Deviation from Specification:

Warranty

Minimum 3 year/36,000 miles manufacturer warranty; minimum 5 year/100,000 miles structural warranty; Altoona tested to 7 years/200,000 miles.

Deviation from Specification:

Vehicle must be in complete compliance with all applicable current State of Nevada, Federal DOT and Federal Motor Vehicle Safety Standards.

**REQUIRED FEDERAL CLAUSES
(Rolling Stock Contracts Exceeding \$100,000)**

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

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA

Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

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

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

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

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

DEBARMENT AND SUSPENSION

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

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

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

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

BUY AMERICA

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects

are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. 49 USC 5323(j)(2)(C)

(j) BUY AMERICA.—

(2) WAIVER.—The Secretary may waive paragraph (1) of this subsection if the Secretary finds that—

(C) when procuring rolling stock (including train control, communication, traction power equipment, and rolling stock prototypes) under this chapter—

(i) the cost of components and subcomponents produced in the United States—

(I) for fiscal years 2016 and 2017, is more than 60 percent of the cost of all components of the rolling stock;

(II) for fiscal years 2018 and 2019, is more than 65 percent of the cost of all components of the rolling stock; and

(III) for fiscal year 2020 and each fiscal year thereafter, is more than 70 percent of the cost of all components of the rolling stock; and

A Proposer must submit to the Agency the **Buy America Certification** with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

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

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

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

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

_____ Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever

shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.),and;

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is

10%. The agency's overall goal for DBE participation is 0.72%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

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

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

REQUIRED CERTIFICATIONS

Buy America Certification

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11:

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Noncompliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Debarment and Suspension Certification

The bidder certifies by submission of the offer that neither it nor its "principals", as defined in 49 CFR 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the bidder is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space_____.

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 49 CFR 29.105(p), apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

Lobbying Certification

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

(1) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any 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 or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Federal Register 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, *et seq.*)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and 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 31, USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 31 USC A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Bidder’s Authorized Official

Name and Title of Bidder’s Authorized Official

Date

Disadvantaged Business Enterprise (DBE) Provision

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of **Vendor's** Authorized Official

Name and Title of **Vendor's** Authorized Official

Date

Signature of **Manufacturer's** Authorized Official

Name and Title of **Manufacturer's** Authorized Official

Date

FTA CIRCULAR 4220.1F TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATE OF COMPLIANCE WITH DISADVANTAGED BUSINESS REGULATIONS

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Bus Testing Certification

The manufacturer agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfather" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Certification of Compliance with FTA's Bus Testing Requirements

The undersigned certifies that the vehicle offered in this procurement complies with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outline the US Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Signature of **Manufacturer's** Authorized Official

Name and Title of **Manufacturer's** Authorized Official

Date

**Pre-Award and Post-Delivery Audit Requirements
Certifications Required**

The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. § 5323(I) and FTAs implementing regulation at 49 CFR Part 663 and to submit the following certifications with its Offer and (if selected) after acceptance of the last bus:

(1) Buy America Requirements

The Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Offeror/Contractor certifies compliance with Buy America, it shall submit documentation that lists: (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin, and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements

The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS)

The Offeror and (if selected) Contractor shall submit: (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

CARSON CITY PURCHASING AND CONTRACTS BID RESPONSE

Bidder's initials & date MM 1-27-20

BIDDER INFORMATION:

Company Name: Creative Bus Sales, Inc.
 Federal ID No.: 33-0388707
 DUNS#: 03-874-3944
 Mailing Address: PO Box 60038
 City, State, Zip Code: Phoenix, AZ 85082
 Complete Telephone Number: (800) 326-2877
 Complete Fax Number: (602) 437-2758

Contact Person/Title: Marcus Hoffman / Bid Manager
 Mailing Address: PO Box 60038
 City, State, Zip Code: Phoenix, AZ 85082
 Complete Telephone Number: (800) 326-2877
 Complete Fax Number: (602) 437-2758
 E-mail Address: marcush@creativebussales.com

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

If Bidder **has** a valid Carson City Business License, please provide number:

Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2310 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature  Date 1/24/2020

Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2310 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____ Date _____

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date MMH
1-27-20

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Tony Matijevich, President
Address: 14740 Ramona Avenue
City, State, Zip Code: Chino, CA 91710
Complete Telephone Number: (800) 326-2877

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: California
Date Incorporated: January 4th, 1990
Name of Corporation: Creative Bus Sales, Inc.
Address: 14740 Ramona Avenue
City, State, Zip Code: Chino, CA 91710
Complete Telephone Number: (800) 326-2877

President's Name: Tony Matijevich

Vice-President's Name: TJ Matijevich

Other 1) Name: Terry McCrea
Title: CFO

Other 2) Name: Vicki Matijevich
Title: Secretary

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date MMS
1-27-20

If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder agrees that product(s) supplied pursuant to the provisions of this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

WARRANTY:

State Term of Full Parts & Labor Warranty:

3 years/50,000 miles bumper to bumper

Parts & Service: (Closest Authorized Repair Center to Carson City, Nevada)

Company Name: Michael Hohl Motor Company

Mailing Address: 3700 S. Carson Street

Street Address: 3700 S. Carson Street

City: Carson City

State & Zip Code: NV 89701

Number of miles from Carson City: In Carson City

Complete Telephone Number: 775-883-5777

Complete Fax Number: 775-885-0122

Bidder agrees to provide delivery **F.O.B. Carson City, Nevada** C/O Carson City Public Works, 3505

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date MBL
1-21-20

Butti Way, Carson City, Nevada 89701.

Yes No

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

Yes No

Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

Bidder has attached a Bid Bond in the amount of 5% of the bid amount.

Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No Not Applicable

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No Not Applicable

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No Not Applicable

Bidder has provided "**Exhibit G**"- Required Certifications.

Yes No

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.

Yes No

CARSON CITY PURCHASING AND CONTRACTS

REQUEST FOR BID RESPONSE

Bidder's initials & date MM
1-27-20

CASH DISCOUNT of 0 % may be taken in addition to the price(s) stated for the terms of 0 calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

Bidder has provided "Exhibit G" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No Not Applicable

MASTERCARD ACCEPTANCE Bidder agrees to accept MasterCard as a form of payment under this Contract at no additional cost to Carson City.

Yes No

PRICING SUMMARY

Quantity and description of first item:

State **UNIT PRICE** in figures:

\$ 127,988.00

State **UNIT PRICE** in words:

one-hundred twenty-seven thousand nine hundred eighty-eight dollars and zero cents

PRICING SUMMARY

Quantity and description of first item:

Make of Product Proposed: ARBOC Specialty Vehicles

Model of Product Proposed: Spirit of Mobility

Model Year of Product Proposed: 2020

Number of Years This Model Has Been In Production: _____

State **UNIT PRICE** in figures:

\$ 127,988.00

State **UNIT PRICE** in words:

one-hundred twenty-seven thousand nine hundred eighty-eight dollars and zero cents

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date MHH
1-27-20

ACKNOWLEDGMENT AND EXECUTION:

STATE OF Arizona _____)
) SS
COUNTY OF Maricopa _____)

I, Marcus Hoffman (Name of party signing this **BID RESPONSE**), 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 **REQUEST FOR BID** which includes the following documents: **NOTICE TO**
BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, and **BID RESPONSE.**

BIDDER:

PRINTED NAME OF BIDDER: Marcus Hoffman
TITLE: Bid Manager
FIRM: Creative Bus Sales, Inc.
Address: 3615 S. 28th Street
City: Phoenix
State / Zip Code: AZ 85040
Telephone Number: (800) 326-2877
Fax Number: (602) 437-2758
E-mail address: marcush@creativebussales.com



(Signature of Bidder)

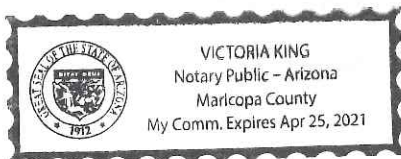
DATED 1/24/2020

Signed and sworn (or affirmed) before me on this 24th day of January, 2020, by
Marcus Hoffman



(Signature of Notary)

(Notary Stamp)



CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

MS
1-27-20

EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "**Exhibit G**".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

Engine - Air Compressor Command is not available at this time.

Charging System - Batteries will comprise of (1) 770 CCA & (1) 660 CCA

Tow Hooks - Front tow hooks are available

Doors - Our multiplex will not allow the doors to operate while the bus is traveling over 2 MPH.

Floor - Interior flooring to be Altro Storm Grey with coved up lower portion of the wall.

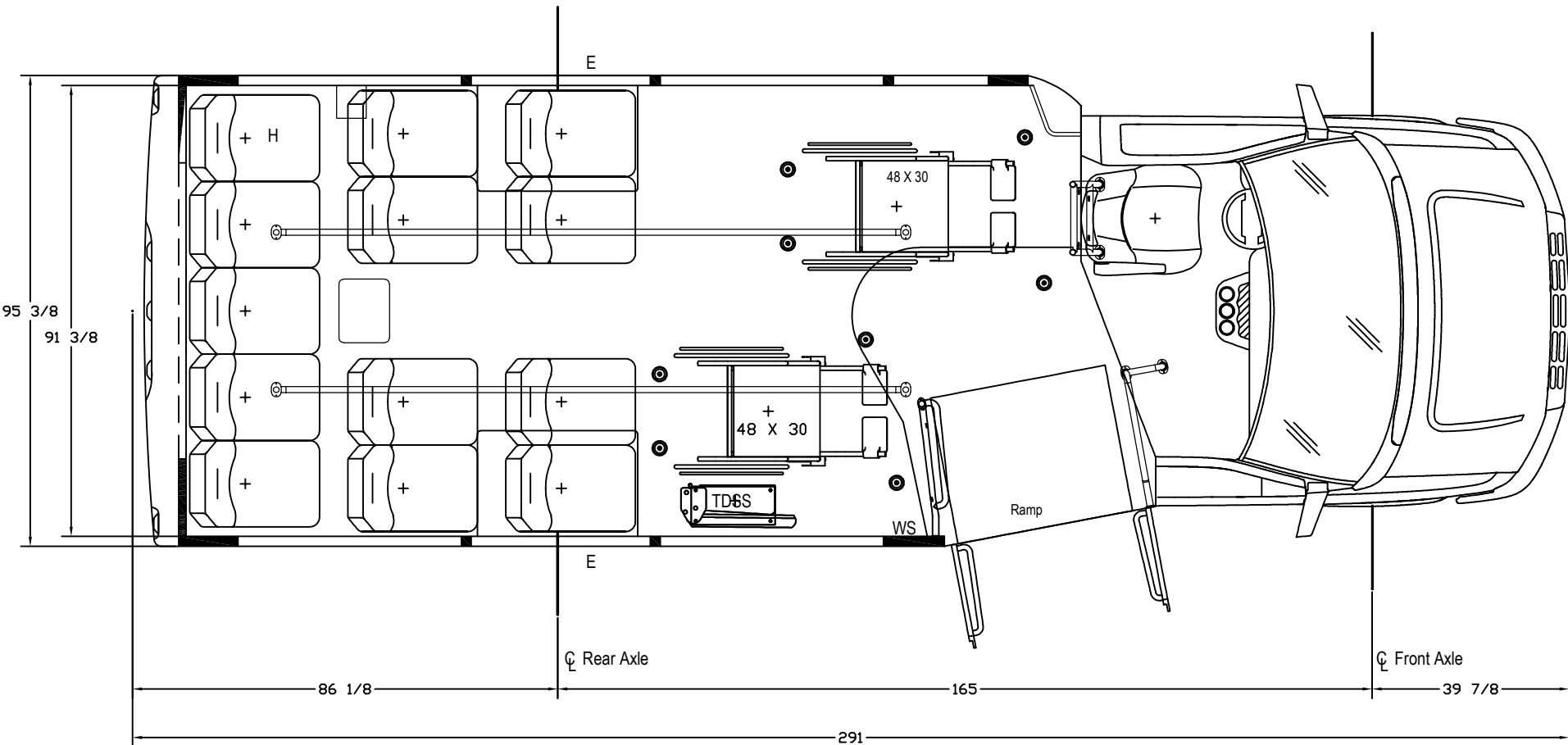
Safety Equipment - Two (2) sets of four (4) deluxe retractors with lap and shoulder belt.

Dash - (1) 12v and (1) 110v Power Points in Dash.

*** END OF BID RESPONSE ***

- Note:
1. Solid Windows.
 2. E - Egress Window Locations.
 3. H - 65K Low Profile Heater.
 4. WS- WALL STORAGE

UNCONTROLLED COPY, CURRENT WHEN PRINTED, MASTER IN FILE					
REV	DATE	ECN	BY	REVISION	REMARKS
REV-1	11/18/2011				DOC NAME: AME-009b DOC DESCRIPTION: DRAWING TITLE BLOCK 11X17
-	-	-	-	-	



ARBOC SPECIALTY VEHICLES WEIGHT ANALYSIS WORKSHEET

TECHNICIAN: <i>ARBOC ENG 1206528</i>				MNF		DATE: 1/21/2020		PRELIMINARY WEIGHT CALC NO SEATS OR OPTS DESIGNATED (WEIGHTS SUBJECT TO CHANGE WITH CERTAIN SEATS AND OPTIONS)				
UNIT NUMBER: 15PS-2WC						FUEL LOAD ADJ. DATA (F.L.A.)						
VEHICLE DESCRIPTION				FRONT AXLE	REAR AXLE	FUEL CAP.		FUEL WGT PER GAL.				
2019				4600	9600	57		6.2				
WB		PER IN. VALUE CALC.		SHELL AXLE WEIGHTS		FUEL AMT.		WGT OF FUEL		FUEL ADJ. AMT.		
165		0.61		LEFT FRONT	RIGHT FRONT	57.00		6.2		353.40		
AXLE CAPACITIES				2063	2110	FUEL TANK CENTER						
FRONT		REAR		TOTAL	LEFT REAR	RIGHT REAR	230.2					
4600		9600		14200	2720	2680						
STREETSIDE						CURBSIDE						
DESC.	DISTANCE (IN.)	WEIGHT (LBS.)	% REAR AXLE	FRONT	REAR	DISTANCE (IN.)	WEIGHT (LBS.)	% REAR AXLE	FRONT	REAR	DESC.	
Driver	44	150	26.67%	110.00	40.00	129.125	384	78.26%	83.49	300.51	BV1	
WC	96.375	300	58.41%	124.77	175.23	164.25	364	99.55%	1.65	362.35	FF1	
FF1	164.25	364	99.55%	1.65	362.35	196.25	364	118.94%	-68.94	432.94	FF2	
FF2	196.25	364	118.94%	-68.94	432.94	228.25	364	138.33%	-139.53	503.53	FF3	
FF3	228.25	364	138.33%	-139.53	503.53	228.25	92.5	138.33%	-35.46	127.96	FC	
FC	228.25	92.5	138.33%	-35.46	127.96			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
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			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
			0.00%	0.00	0.00			0.00%	0.00	0.00		
TOTAL PASSENGER & EQUIPMENT LOAD				-7.50	1642.00				-158.79	1727.29	3203.00	
AXLE WEIGHTS				2063.00	2720.00				2110.00	2680.00	9573.00	
REFERENCE UNIT INFORMATION												
Fuel Load Distr. Calc.	230.2	3.1	139.52%	-1.22	4.32	230.2	3.1	139.52%	-1.22	4.32		
	230.2	176.7	139.52%	-69.82	246.52	230.2	176.7	139.52%	-69.82	246.52		
FUEL LOAD ADJ.				-71.05	250.85				-71.05	250.85		
				LEFT FRONT	LEFT REAR					RIGHT FRONT	RIGHT REAR	
LOADED VEHICLE WEIGHT				1984.45	4612.85					1880.17	4658.13	13135.60
AXLE CAPACITIES				2300.00	4800.00					2300.00	4800.00	14200.00
AVAILABLE CAPACITY				315.55	187.15					419.83	141.87	1064.40
				FRONT	REAR	LEFT/RIGHT TOTALS	LEFT/RIGHT %S	Weight Balance				
				1984.45	4612.85	6597.30	0.502	Front	Rear			
				1880.17	4658.13	6538.30	0.498	27%	65%			
FRT / REAR TOTALS				3864.61	9270.99	13135.60						
AXLE CAPACITIES				4600	9600	14200						
AVAILABLE CAPACITIES				735.39	329.01	1064.40						
				FRONT AXLE OK	REAR AXLE OK	TOTAL OK						
										2019		

Spirit of MOBILITY

ARBOC Specialty Vehicles®
A NEW FLYER OF AMERICA COMPANY



The ARBOC Spirit of Mobility provides a single, non-discriminatory patented angled and accessible entranceway. Passengers no longer need to contend with steps in the most accessible cutaway bus in the industry. Every passenger, including wheelchair riders and power scooters can experience what *Equal Access for Everyone*® really means! The Mobility is built on a conventional GM cutaway with all passengers entering through the same 39-inch wide door opening. The interior offers theater seating that provides better viewing for all riders. The Spirit of Mobility low floor bus offers a full air-ride suspension with a beneficial kneeling feature allowing for a 1:6 ramp slope and an entrance of less than 5" from the curb without deploying the ramp. If speed of operation, ride quality, passenger dignity and safety are important, then the Spirit of Mobility is the bus for you!

EQUAL ACCESS for
Everyone

For more information contact us at:
Phone - 574.825.4880 Fax - 574.825.1750
51165 Greenfield Pkwy, Middlebury, IN 46540
www.ARBOCsv.com

Packet Page Number 90

Spirit of MOBILITY by ARBOC

CHASSIS SPECIFICATIONS

- GM4500 with GVWR 14,200
- GVWR Front Axle: 4,600
- GVWR Rear Axle: 9,600
- Engine: Vortec 6.0L Gas
- Transmission: 6-Speed Automatic (MYD)
- Brakes: Heavy Duty Disc Brakes with four-wheel ABS
- Park Brake: Internal Rear Disc
- Alternator: 220 Amp
- Battery: Dual Batteries, 600 CCA Primary, 770 CCA Auxiliary
- Hour Meter
- Tires: LT225/75RX16D/E on White Steel Rims
- Fuel Tank: 57 Gallons
- 50 State Emissions
- Shuttle Bus Package (Includes): Chrome Appearance Package (Chrome grille with dual composite halogen headlamp), Tilt/Cruise
- Air Bag: Driver Side Only
- Visor: Driver Side Only
- Mirror: Inside Rearview Day/Night
- Horn: Dual Note Tone
- Radio: Radio Provisions Only
- Power Ports: (2) 12-Volt Outlets (1) 110-Volt Outlet
- Low Oil Pressure Light
- Driver Dome Light
- Daytime Running Lights
- Factory Dash A/C, Defroster and Heat
- Seat: Driver Seat Only (Cloth, High Back, Adjustable Fore and Aft, Arm Rest, and Three Point Seat Belt)
- (1) 110-Volt outlet in Drivers Cab
- Front & Rear Mud Flaps
- Rear Tow Hooks
- Steel Rear Bumper Painted Black
- Exhaust Streetside Rear
- Full Air Ride Suspension w/ Kneeling Electronic Control
- 12V Electric Air Suspension Compressor System

BASE MODELS

- SOM 23 165" WB/24'-1" Overall Length Gas
- SOM 26 191" WB/26'-3" Overall Length Gas
- SOM 28 210" WB/27'-10" Overall Length Gas

INTERIOR

- OEM Driver Console w/Cup Holder
- Right Hand & Left Hand Stanchions - Stainless Steel
- Entry Assist Handles - Stainless Steel
- One Piece FRP Interior Walls/Ceiling
- Door Header Access Panel
- White Standee Line w/Sign

CONSTRUCTION

- All Tubular Steel Cage Construction
- Bolt & Bonded Construction
- Full Laminated Body
- Body Width: 96" (does not include mirrors)
- Body Height: 110" (does not include roof hatch or AC)
- Seating Capacity: Theater Seating up to 22 Passengers
- Wheel Chair Capacity: up to 8
- Altro Flooring (Non-Coved) - Storm Gray
- 5/8" Wood Floor (edge sealed prior to installation)
- Altoona Tested- 7 Years/200,000 Miles Meets all applicable FMVSS Regulations

ELECTRICAL

- Ramp Activation System (Includes: Exterior Ramp Toggle Switch)
- Air Pressure Gauge
- Kneel Switch w/ Suspension Status Indicator
- LED Interior/Exterior Lights (Except GM)
- Interior Passenger Lights "ON" with door
- Auxiliary Battery Compartment w/Tray and Door
- Switches Mounted on Driver's Console
- Master Battery Disconnect Switch
- Multiplex 12V Electrical System
- Backup Alarm

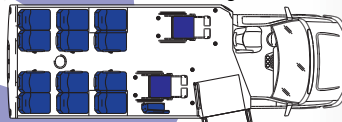
EXTERIOR BODY & LIGHTS

- LED Interior/Exterior Lights (Except GM)
- Rear Center Mounted Brake Light - LED
- Exterior Light at Entry Door - LED
- Black Rubber Rear Wheel Well Flares
- One Piece Exterior FRP Wall/Skirt
- Flush Mount Front Cap Marker Lights - LED
- Upper Corner Rear ICC Lights - LED
- Heated/Remote Exterior Mirrors

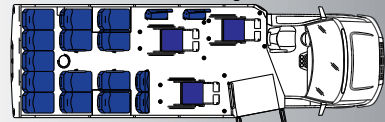
WINDOWS & DOORS

- Solid Framed Windows
- Egress Window Lights
- Side View Window Behind Driver
- Electric Outward Opening Entrance Door w/39" Clear Opening (35" w/Handles)
- Rear Egress Window (24 x 60)

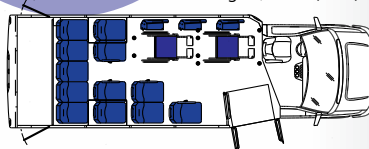
23', 165" WB - 12 + 2 Passengers, 2 WC



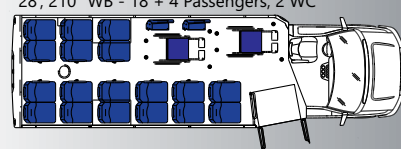
26', 191" WB - 13 + 6 Passengers, 3 WC



26', 191" WB - 12 + 6 Passengers, 2 WC (CNG)



28', 210" WB - 18 + 4 Passengers, 2 WC



Technical Specifications

24 - 165" WB GAS - GM 14,200 GVWR		1			
Chassis - 02		Qty			
Black Steel Bumper	STD	1			
Driver Side Running Board - 12" w/o wing	STD	1			
Front Mud Flaps	STD	1			
Spare Tire & wheel (shipped loose)	02-008	1			
12V Electric Air Suspension Compression System	STD	1			
Tow Hooks Rear	STD	1			
Altro Flooring - Storm Grey (no coving on sides)	STD	1			
6" Coving on sides Storm Grey Altro	02-667SG-6	1			
Extra Interior/Exterior Compartment Door Keys (qty based on EACH location)	02-890	1			
Dealer Transfer Chassis (includes Chassis PDI) NEED DEALERSHIP RELEASE CODE	02-976	1			
Mirrors - 03		Qty			
Remote/Htd Velvac door mounted	STD	1			
Windows - 04		Qty			
Window behind Driver (GM ONLY)	STD	1			
Rear Window 24 x 60 Egress	STD	1			
Double T Slider Windows(EX210WB)	04-048	7			
Extra Std Egress window front Drvr Side (191", 210" WB) **in addition to std egress windows over wheel well positions in all wheelbases	STD	1			
Exterior - 05		Qty			
Rear Center Brake Light	STD	1			
Ext Light at entry door	STD	1			
Amber lens for Turn Signal	STD	1			
Interior Lights on w/door opening	STD	1			
Door/Hatch/Luggage - 06		Qty			
Upper OH Driver Storage Compartment Box w/key lock door (GM Only)	06-149OH	1			
Lower OH Access Door Only w/thumb latch	STD	1			
Sensitive Door Edge - Main Entry	STD	1			
Electrical - 07		Qty			
Alarm Backup	STD	1			
Driver Console Switch Panel	STD	1			

Auxiliary Battery, Compartment w/Tray & Door Key Lock	STD	1			
Stainless Steel Battery Tray	STD	1			
Rotary Disconnect Switch	STD	1			
<i>Destination signs: Need pre-programming requirements</i>					
Destination Sign, Transign Destinator Front & Side	07-167	1			
Fast Idle	STD	1			
Egress Window Lights (match # of Egress Windows)	STD	1			
USB Ports (specify each location)	07-530	1			
Rearview Surface mounted 3rd Brake light Back Up Camera w/windshield bracket mount	07-613R	1			
Ext Door Toggle Switch	STD	1			
Ramp Activation System (includes Ext Ramp Toggle Switch)	STD	1			
Audio - 08		Qty			
AM/FM/CD/USB SD w/4 Speakers w/ PA System - REI	08-236R	1			
Buss Bar w/(2) 6way Fuse Blocks (1) Ignition Hot, (1) Battery Hot	STD	1			
Interior Environment - 09		Qty			
ACC - A/C 75,000 BTU TropiCool TC55H21 HEAT/COOL COMBO TM21 compressor (w/in line pump)		1			
Heaters					
In-Line circulating pump (select when ordering HEAT/COOL Rooftop Air Conditioning)	09-295N	1			
Dash Mounted Defrosted Fan	09-285	1			
Interior - 10		Qty			
Diamond XV Fare box w/2 Vaults	10-303	1			
Driver's Coat Hook	10-335	1			
LH Entry Stanchion w/Grab Handle	STD	1			
RH Entry Stanchion w/Grab Handle	STD	1			
Assist Handles on Entry Doors	STD	1			
Driver Stanchion W/Modesty Panel & Plexiglass	10-361	1			
FRP Ceiling	STD	1			
FRP Sidewalls	STD	1			
Seating - Passenger -12		Qty			
<i>Freedman Seats - Featherweight</i>					
Mid High Double Seat	12-427D	6		Packet Page	Number 93
Mid High Single Seat	12-427S	1			

Flip Seat Double	12-432D	1			
Seating - Accessories - 13		Qty			
USR Single Under Seat Belt	13-485S	1			
USR Double Under Seat Belt	13-485D	7			
Seat Belt Extenders - 12" (USR Seats Only)	13-487U	2			
Seating Trim Levels - 14		Qty			
Seat Cover - Level 1	STD	15			
Safety - 15		Qty			
Safety Kit, includes #10 fire extinguisher (3.5lb), 16 Unit First Aid Kit & triangle kit shipped loose	15-599	1			
Body Fluid Clean Up Kit	15-630	1			
Standee Line w/ Sign White	STD	1			
ADA - 16		Qty			
Q'Straint Q8100-A-SC3 (Slide & Click) 4 Deluxe Retractors (Q8-6200-SC) 1 - Retractable Shoulder Belt Reel (Q5-6415-RET-ASL) Regular lap belt w/ pin connector (Q8-6325)	16-693	2			
Wheel chair belt storage under seat for Q'Straint Slide & Click	16-719	1			
Slide & Click Wheel Chair restraint - Wall storage	16-721	2			
ADA Decals (included in tiedown kit)	STD	1			
Wheelchair Decal (included in tiedown kit)	STD	1			
Entry Ramp w/IO Controls - Braun 34"	16-113IO	1			
Custom Paint/Graphics - 17 Paint Scheme & Paint Codes Required		Qty			
Custom Paint	17-830	1			
Special Options - 18		Qty			
Seon Security Camera System Trooper TH4 Channel w/4 Interior Cameras (500 GB Hard Drive) w/Insertia Sensor	18-870T4	1			
advertising sign holders on side behind rear tire 30"x24"		1			
Belt cutter		1			

ARBOC *Specialty Vehicles*[®]

A NEW FLYER OF AMERICA COMPANY

www.ARBOSV.com Telephone: 574-825-4880 Fax: 574-825-1755

Spirit of Mobility - Chevy



Photos Shown with Optional Equipment

ARBOC Specialty Vehicles, LLC. 2019 Construction Specifications

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ARBOC SPECIALTY VEHICLES, LLC

® Low Floor Commercial Bus

1.0 SCOPE: MID-SIZE LOW FLOOR BUS

- 1.1 This specification describes a steel cage, low floor, commercial bus designed for use in Tour, Charter, Shuttle, and other Commercial or Transit applications that meets all the requirements of ADA and the FMVSS Safety Standards in effect at the time of manufacture.
- 1.2 The proposed bus must have been tested at the Federal Bus Testing center at Altoona, PA in the 7 year/200,000 mile category.
- 1.3 The bus provided must be built on a General Motors "G Van" Cut-Away (GMT 610) 4500 Chassis of the current model year with a Driver position only. Other chassis' will not be accepted.
- 1.4 The bus must meet all the chassis specifications listed in Section 9.1.

2.0 PURPOSE

- 2.1 The purpose of these specifications is to describe a Mid-size bus suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas.
- 2.2 This vehicle is not a School Bus and is not intended to transport children to or from school.
- 2.3 The bus will be of a "Steel Cage" type construction with FRP (Fiber Reinforced Plastic) Composite skin laminated to a moisture resistant (less than 1%) substrate (not Luan) attached to the steel cage with urethane adhesive. The roof will consist of a single piece FRP skin laminated to the substrate and roof steel with urethane adhesive. The bus body is constructed of welded walls, sub floors, roof framing, and rear steel structure which are bonded and bolted together, forming an integrated steel cage around the passenger area.

3.0 CLASSIFICATION: MID-SIZE LOW FLOOR BUS

- 3.1 This specification is for a Mid-Size Low Floor Commercial bus of the "Body-on-Chassis" type.

- 3.2 The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification.
- 3.3 The bus shall be of the Low Floor type with air suspension both front and rear.
- 3.4 The bus shall have a kneeling feature to lower the bus to meet 1:6 angle when ramp is deployed.

4.0 EXCEPTIONS TO SPECIFICATIONS:

- 4.1 Manufacturers of similar equipment of the type specified may submit requests for approved equals provided that the bus is built on the identical chassis specified and that they have produced this model in commercial quantities. Manufacturers of similar buses must be able to provide a list of current users of the proposed bus as references.
- 4.2 Manufacturers requesting any deviation from these specifications must provide actual test results supporting their claim.
- 4.3 Such requests must be accompanied by test reports and other evidence showing that the proposed product meets or exceeds the requirements of these specifications.
- 4.4 Any tests submitted to support a request for approved equal must have been performed by an Independent Professional Engineering Company and certified by a Licensed Professional Engineer.
- 4.5 This specification reflects the specific needs of this organization/agency. In order to standardize certain components, therefore, we have named specific brands of equipment. This has been done to establish a certain standard of quality and to standardize inventory of replacement parts.
- 4.6 Other brands will not be considered, as the brands specified are readily available and have been proven in Transit/Shuttle service.

5.0 ITEMS NOT ELIGIBLE FOR EXCEPTIONS:

- 5.1 There are several items in the specification that will not be considered for any deviation:
 - 5.1.1 The chassis must be a General Motors "G Van" Cut-Away Chassis with a Driver only Position in accordance with the chassis specifications listed.

- 5.1.2 The Passenger door must be dual panel, electrically operated and have two windows. The windows shall be a minimum of 14.5" wide and 69" high.
- 5.1.3 The entry door must be configured for ease of access for wheelchair loading and unloading.
- 5.1.4 The entry door must be forward to assist driver in seeing the passenger entry.
- 5.1.5 The Exterior skin must be FRP (Fiber Reinforced Plastic) Composite skin Laminated to a moisture resistant substrate (less than 1% absorption) attached to the steel cage with urethane adhesive. No Luan is permitted in the sidewalls or rear end wall of the bus. Laminated constructions with Luan or other wood materials are not allowed as they can lead to corrosion of the skin due to the wicking of moisture into the wood material.
- 5.1.6 The steel cage must be Powder Coated (minimum of 500 hour salt spray test) after fabrication, prior to final assembly.
- 5.1.7 The steel structure of the walls must extend below the floor level and continue to the lowest part of the bus. Separate skirting that only serves a decorative purpose is not allowed; every part of the sidewall must have the steel cage structure behind the exterior skin.
- 5.1.8 The overall width, excluding mirrors, of the bus must be a nominal 96" wide as narrower buses do not allow sufficient space for wheelchair maneuverability.
- 5.2 Any exceptions approved will be in writing and will be distributed to all prospective bidders and other interested parties. The approval, if granted, shall extend to all bidders and not just to the bidder who made the request.
- 5.3 Vehicle Manufacturer must carry at least \$215,000,000 liability insurance.
- 5.4 The vehicle must have passed all applicable FMVSS including FMVSS 214 and FMVSS 301 and test results must be submitted with bid proposal.
- 5.5 Chassis starting from the back of the cab to the rear of the bus must be purpose-built using minimum 50,000 psi steel frame rails. All frame components must be Powder Coated (minimum of 500 hour salt spray test) after fabrication, prior to final assembly

6.0 MATERIALS

- 6.1 All materials used in conversion of the bus shall be new and unused; returned or reconditioned components will not be accepted. Brand names and part/model numbers of the major components will be listed and must comply with the brands and models specified in these specifications.
- 6.2 Major components include but are not limited to Seats, Windows, W/C ramps, W/C Tie downs, Air Conditioning/ Heat, Flooring, Floor Covering, Entry Door, and Chassis.

7.0 WARRANTY

- 7.1 **STANDARD WARRANTY COVERAGE:** The basic components originally built, installed, or modified by ARBOC, which a Customer does not get a choice in supplier option such as the windows, floor covering, suspension, interior ABS, stanchions, and electrical system including lights, switches, entry door are warranted free from defects in workmanship or materials for a period of 36 months or 50,000 miles, whichever occurs first.
- 7.2 **STRUCTURAL WARRANTY COVERAGE:** The basic structural components originally built, installed, or modified by ARBOC, such as the exterior sidewall structure, rear wall structure, roof structure, floor structure, and chassis frame sections are warranted free from defects in workmanship or materials for a period of 60 months or 100,000 miles, whichever occurs first.
- 7.3 **MANUFACTURER SUPPLIED COVERAGE:** The optional accessories and/or components covered by separate manufacturer warranties and originally installed by ARBOC including, but not limited to electronic components (alternators, batteries, TVs, radios, PA systems, destination signs, camera systems), air conditioning/heating (not related to chassis system), paint, wheelchair ramps, safety equipment, and seating equipment. Warranty terms on these items will be subject to separate manufacturer warranties and may be administrated separately by the component manufacturer.
- 7.4 **CHASSIS COVERAGE:** Chassis Warranty provided by GM for 3 years or 36,000 miles whichever comes first and 5 years or 60,000 on the drivetrain whichever comes first. (Refer to GM Manual for complete coverage.)

8.0 GENERAL INFORMATION

8.1. DIMENSIONS

- 8.1.1 Exterior Width: 96" maximum excluding mirrors

- 8.1.2 Interior Width: 91.5" minimum
- 8.1.3 Interior Height: 77" minimum at the rear of bus/85" at the front of bus when measured at center aisle (Rear interior height varies with bus length)
- 8.1.4 Exterior Height: 110" maximum excluding roof hatch or roof mounted A/C units
- 8.1.5 Rear Overhang: Less than 33% of the overall bus length

8.2.0 BASE MODELS

- 8.2.1 SOM 23 165" WB/24'-1" Overall Length Gas 14,200 GVWR
- 8.2.2 SOM 26 191" WB/26'-3" Overall Length Gas 14,200 GVWR
- 8.2.3 SOM 28 210" WB/27'-10" Overall Length Gas 14,200 GVWR
- 8.2.4 SOM 23 165" WB/24'-1" Overall Length Diesel 14,200 GVWR
- 8.2.5 SOM 23 165" WB/24'-1" Overall Length LP (3-Tank) 14,200 GVWR
- 8.2.6 SOM 26 191" WB/26'-3" Overall Length LP (3-Tank) 14,200 GVWR
- 8.2.7 SOM 28 210" WB/27'-10" Overall Length LP (3-Tank) 14,200 GVWR

8.3.0 PASSENGER SEATS AND CAPACITY

- 8.3.1 Seating Capacity: 1-23 passengers (Passenger weight based on Federal Guidelines)
- 8.3.2 Wheelchair Positions: 1-8 (dependent upon wheelbase and seat configuration)
- 8.3.3 Seated Knee Room Forward: 27" minimum
- 8.3.4 Seated Width per Seat: 17" (wider seats optional)
- 8.3.5 Cushion Height above finished floor: 17-1/2" minimum/18-1/2" maximum
- 8.3.6 Minimum Aisle: 16" standard (options may affect aisle width)

9.0 CONSTRUCTION AND SPECIFICATIONS:

9.1.0 CHEVY CHASSIS SPECIFICATIONS

- 9.1.1 Engine: Vortec 6.0L Gas
- 9.1.2 Base Transmission: Heavy Duty 6-Speed Automatic (MYD) with Auxiliary Transmission Cooler
- 9.1.3 Horsepower at RPM: 342 at 5,400
- 9.1.4 Torque FT/LBS at RPM: 373 at 4,400
- 9.1.5 Standard Axle Ratio: 4.10
- 9.1.6 Fuel Injection: Electric Fuel Injection
- 9.1.7 Battery: Heavy Duty 770 & 600 CCA Batteries
- 9.1.8 Alternator: 220-Amp
- 9.1.9 GVWR Standard: 14, 200
- 9.1.10 GVWR Front Axle: 4,600 on 14,200
- 9.1.11 GVWR Rear Axle: 9,600 on 14,200
- 9.1.12 Fuel Tank Capacity: 57 Gallons
- 9.1.13 Tires: LT225/75RX16E on White Steel Rims
- 9.1.14 Dual Rear Wheels
- 9.1.15 Brakes: Heavy Duty Disc Brakes with four-wheel anti-lock system
- 9.1.16 Park Brake: Internal Rear Disc
- 9.1.17 Shuttle Bus Package (Includes): Chrome Appearance Package (Chrome grille with dual composite halogen headlamps), Tilt/Cruise Convenience Package, Soft Mount Donuts (mounting upfit body to chassis), Aux Rear Heat provisions, Stop/Turn Signal Circuits (stop and turn signals to be operated separately), 110-Volt Outlet and USB Port in driver cab
- 9.1.18 Air Bag: Driver Side Only
- 9.1.19 Driver Seat: Cloth, High Back, Adjustable Fore and Aft, and Three Point Seat Belts
- 9.1.20 Passenger Seat: Omitted

- 9.1.21 Mirror: Inside Rearview Day/Night
- 9.1.22 Horn: Dual Note Tone
- 9.1.23 Air Cleaner: Heavy Duty type with a replaceable element
- 9.1.24 Radio: Radio provisions only
- 9.1.25 Doors: Driver Door (Passenger Door Omitted)
- 9.1.26 Driver Side Sun Visor
- 9.1.27 50 State Emissions
- 9.1.28 Power Ports: (2) 12 Volt
- 9.1.29 Daytime Running Lights
- 9.1.30 Medium Dark Pewter Vinyl Color Scheme
- 9.1.31 Black Vinyl Cab Floor Covering with Insulation
- 9.1.32 Factory Dash A/C, Defroster, and Heat
- 9.1.33 Low Oil Pressure Light
- 9.1.34 Full-Flow Oil Filter (Disposable Type)
- 9.1.35 High Engine Coolant Temperature
- 9.1.36 Power Steering
- 9.1.37 Driver Dome Light

9.2.0 RUNNING BOARD

- 9.2.1 The vehicle shall be equipped with a Driver's Running Board without Wing.

9.3.0 BUMPERS

- 9.3.1 Bumpers shall be provided at both front and rear. The front bumper shall be the OEM Chrome Bumper. The rear bumper shall be steel and painted black. Optional Rear Bumpers are available.

9.4.0 EXHAUST

- 9.4.1 Exhaust system shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements.
- 9.4.2 Exhaust hangers shall be standard equipment and shall be welded to the frame.
- 9.4.3 Exhaust U-bolts shall be used in connections with thread orientation must be directed upwards.

9.5.0 SUSPENSION

- 9.5.1 All chassis shall be equipped with a 4-Corner Air Spring Suspension System powered by an electric single twin cylinder 3.5 CFM compressor.
- 9.5.2 The pump pressurizes air and stores it in a tank for use in the air springs while the vehicle is operational. If the vehicle is not operated for an extended period of time, the springs will gradually decrease pressure as the compressed air escapes to the atmosphere. Once the vehicle is powered up the suspension controller will level the vehicle automatically. The system is equipped with a factory programmable controller. The vehicle should not react to load or road inputs for 20 seconds.
- 9.5.3 System is equipped with a status light as part of the kneel switch which will flash to indicate an error in the system.
- 9.5.4 When stopping for non-wheelchair passengers, operators may choose to maintain the vehicle at its normal ride height.
- 9.5.5 Kneel sequence operation is as follows:

9.5.5.1 Front Kneel

- 9.5.5.1A Driver pulls into position, places the vehicle transmission shifter in the park position and press the momentary kneel switch.
- 9.5.5.1B Driver opens door by pressing and holding open door switch until door is fully opened.
- 9.5.5.1C Driver depresses the momentary kneel switch and the door open limit switch sends signal to the suspension controller to kneel the front.
- 9.5.5.1D Front of the vehicle kneels.

9.5.5.1E When the door is closed, the door closed limit switch activates the kneel recovery to ride height.

9.5.5.2 Full Kneel

9.5.5.2A Driver pulls into position, places the vehicle transmission shifter in the park position.

9.5.5.2B Driver engages the park brake.

9.5.5.2C Driver opens door by pressing and holding open door switch until door is fully opened.

9.5.5.2D Driver depresses the momentary kneel switch and the door open limit switch sends signal to the suspension controller to kneel the front.

9.5.5.2E Front of vehicle kneels.

9.5.5.2F Driver then deploys the ramp by pressing and holding Ramp deploy switch until ramp is fully deployed

9.5.5.2G Ramp deploy switch sends a signal to the Suspension controller to kneel the rear of the vehicle.

9.5.5.2H Rear of vehicle kneels.

9.5.5.2I Once the Ramp is stowed and the door is closed the suspension controller will raise the vehicle to the normal ride height.

9.6.0 FLOOR CONSTRUCTION

9.6.1 Structural steel floor is comprised of 14 gauge material.

9.6.2 Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails.

9.6.3 Except for the 210" wheel base, the floor decking shall be a 5/8" thick single piece of engineered wood with moisture barrier laminated to lower surface and moisture sealed edges.

9.6.4 A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning.

- 9.6.5 Ramp area & interior floor will be covered with Altro Storm Grey floor covering.
- 9.6.6 The cab floor shall have the OEM insulated floor covering.
- 9.6.7 The cab cockpit floor will include a 16 gauge plate welded in place for future fare box installation.

9.7.0 WHEEL HOUSINGS

- 9.7.1 Rear wheel housing shall be constructed of 14 gauge (minimum) one-piece steel constructed and adequately reinforced to prevent deflection.
- 9.7.2 Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain.
- 9.7.3 Black rubber wheel flares will be installed.
- 9.7.4 Front wheel housings are to be provided with the chassis cab section.
- 9.7.5 Front and rear mud flaps are standard.
- 9.7.6 Underside of wheel housings shall be coated with Poly Urea for corrosion and sound.

9.8.0 CURB SIDE WALL, DRIVER SIDE WALL, AND REAR WALL

- 9.8.1 Wall structure which ends at the floor line is not acceptable and lower skirts that are not an integral part of the side wall are not permitted. Steel structure must extend below the floor level to the lowest point in side wall.
- 9.8.2 Structural steel walls are comprised of 16 gauge material.
- 9.8.3 The entire steel structure must be bonded (structural bonding adhesive) and bolted together. Any other method of assembly will not be accepted.
- 9.8.4 Exterior wall surface is White FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive.
- 9.8.5 Interior wall surface is Grey FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Options to replace include Nanocide (Grey or Tan), Auto Cloth (Grey), or Vinyl Soft Touch (Grey)

9.8.6 Luan used as a substrate is not permitted in the exterior or interior of the of the wall construction. Experience has shown that construction using Luan can lead to moisture wicking into the walls causing corrosion of the exterior skin.

9.9.0 ROOF CONSTRUCTION

9.9.1 Structural steel roofs are comprised of 16 gauge material.

9.9.2 The entire steel structure must be bonded (structural bonding adhesive) and bolted together. Any other method of assembly will not be accepted. The bottom tube of the roof assembly will be bonded and bolted into the rivnuts of the side wall upper C-Channel.

9.9.3 Exterior roof surface is White FRP (Fiber Reinforced Plastic) Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive.

9.9.4 Exterior FRP (Fiber Reinforced Plastic) Composite will be secured to the side walls with the seam being covered by a rain gutter.

9.9.5 Exterior seams are only allowed at the junction of the front cap and rear cap. Any other seams on the exterior of the roof are not permitted.

9.9.6 Interior ceiling surface is Grey FRP composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Options to replace include Nanocide (Grey or Tan), Auto Cloth (Grey), or Vinyl Soft Touch (Grey)

9.10.0 PASSENGER ENTRY DOOR

9.10.1 Entry Door shall be a dual panel swing out type door with two glass windows.

9.10.2 Door Opening: 35" minimum clear opening with entry assist handles

9.10.3 Door Windows Dimensions: 14.5" x 69" minimum

9.10.4 Clear Entry Dimensions: 39" wide by 75" high

9.10.5 Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.

9.10.6 Passenger entry door shall function through the use of an electric door mechanism and be equipped with sensitive edges for safety.

9.10.7 For emergency situations, a manual door release control shall be provided over the top of the door, and shall be designed to permit simple operations to override the electric door operator.

9.10.8 Standard operating for the passenger entry door will not allow the door to be opened when vehicle is traveling faster than 2 mph for safety.

9.11.0 MIRRORS

9.11.1 Exterior rear view heated/remote mirrors shall be provided: one at the driver's left side mounted in the OEM position and one on the right/curb side in the OEM position.

9.12.0 WINDOWS

9.12.1 Solid windows are standard (Options include T-Slider Windows)

9.12.2 Window frames will be anodized black as standard.

9.12.3 Passenger windows shall be a minimum of 18-1/2", 36", or 45" wide and 36" high. (Body length will dictate sizes)

9.12.4 Side view transition window behind the driver (approximately 200 square inches of viewing glass)

9.12.5 Large curb side viewing window (approximately 550 square inches of viewing glass)

9.12.6 Rear egress window is standard on the rear wall.

9.12.7 Extra egress window for the front driver side is standard for 183", 191" and 210" wheel bases.

9.13.0 EMERGENCY EXITS

9.13.1 Hinge-out windows shall be installed for emergency escape and shall comply with FMVSS-217.

9.13.2 Emergency Escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS-217 requirements and shall not return to the locked position automatically; it shall require the driver or

other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.

9.13.3 Each emergency exit shall be identified with a 12 volt red LED lamp assembly, with a 10,000 hour life bulb, wired to the vehicle ignition circuit. Next to or immediately below each LED light fixture shall be a decal, one inch white letters on red background, stating "Emergency Exit".

9.13.4 Roof Hatch Option is required when rear egress window/door is not available with CNG or Rear Luggage Compartment.

9.13.5 Rear Egress Door Option: Rear door w/2 windows (upper and lower), two side windows in rear wall, and door alarm.

9.14.0 ELECTRICAL

9.14.1 The vehicle shall be equipped with a heavy-duty (12 volt) Multiplex controlled electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws due to lights, air compressor, wheelchair ramp, 4-way flashers, air conditioning/heater, and other accessories in constant operation.

9.14.2 Bus systems to be controlled by a multiplex system with programmable inputs and outputs, system shall be capable of communicating to the chassis control modules to provide interlock functionality. Communications shall be via J1939 network. System to include diagnostic LED's for troubleshooting.

9.14.3 The vehicle shall be equipped with an OEM 220-Amp Alternator.

9.14.4 The vehicle shall be equipped with (1) 770 & (1) 600 CCA battery. The first battery is located under the hood at curbside, and the second is located under the curb side viewing window in a readily accessible area on a pullout tray.

9.14.5 The vehicle shall be equipped with a rotary disconnect switch that removes 12V battery power from all bodybuilder loads while not interfering with OEM chassis electrical circuits.

9.14.6 A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1500 RPM. The fast idle shall be controlled by I/O Controls and capability of being actuated by either a voltage sensor, an air conditioner, an air compressor command, or a low coolant temperature command.

- 9.14.7 The vehicle shall be equipped with a backup alarm.
- 9.14.8 The vehicle shall be equipped with a single 12V Electric Air Suspension Compressor System with an Air Pressure Gauge mounted on the switch panel with a desiccant filter in the air supply line to the manifold.
- 9.14.9 The vehicle shall be equipped with an Exterior Door Toggle Switch. Optional Key Door Switch is available.
- 9.14.10 The vehicle shall be equipped with a Ramp Activation System that includes Exterior Ramp Toggle Switch. Optional Key Ramp Switch is available.
- 9.14.11 The vehicle shall be equipped with a driver console with switch panel that includes (10) available spaces for switches that includes but not limited to entry door, ramp, and interior lights. Switches to be multiplex type with J1939 network communications to the vehicle controller.
- 9.14.12 The interior passenger area shall be equipped with LED Surface Lights. There will be 6 lights (3 driver/3 passenger) on all units except for optional additional lights. The SOM 28 (210" WB) will have 8 lights (4 driver/4 passenger). These lights shall activate when the entrance doors are opened and turn off when the doors are closed.
- 9.14.13 The ramp area shall be equipped with (1) exterior overhead door light and (2) LED Stepwell Lights to illuminate the entry floor/ramp platform meeting ADA specs. These lights shall activate when the door is opened and or the ramp is deployed and turn off when the ramp is stowed or the door closed.
- 9.14.14 The driver's seat and instrument panel area shall have an OEM flush-mounted ceiling light to provide general illumination. The light shall be controlled by the operator through OEM switch on the front console and shall illuminate without ignition activation.
- 9.14.15 The vehicle shall be equipped with center-top mounted third brake light, tail brake lights, rear turn signals, back-up lights, and state license tag lights shall be LED fixtures. All rear exterior lights integrated into rear ABS Cap.
- 9.14.16 All wiring shall be SXL/GXL and be sized to minimize voltage drop at full load.
- 9.14.17 Entire harness system and mating electrical components are plug-connected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit; all exterior under body/under hood connectors are IP67 rated sealed connectors and all

wiring shall be color coded and function labeled every 6 inches without having to use a legend.

9.14.18 All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation.

9.14.19 When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with proper fasteners and shall not be bundled with hoses. The harness shall run in straight lines as close to chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails.

9.14.20 All fuses and relays (other than chassis OEM) shall be placed in an Electrical Panel. The panel shall be accessible through a non-locking door. Connection to OEM electrical system shall be accomplished through connectors supplied by chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit panel door that displays circuit fusing and identification information.

9.15.0 GRAB RAILS AND STANCHIONS

9.15.1 Handrails and stanchions shall be provided in the entrance of the vehicle including:

9.15.1A LH Entry Stanchion Stainless Steel with modesty panel.
Fastening of the panel shall be by bolts - screws will not be acceptable. The front side of the stanchion shall include a handle for boarding and aligned with entry door grab handles.

9.15.1B Entry Door Handles Stainless Steel mounted parallel to interior handles.

9.15.1C RH Entry Stanchion Stainless Steel.

9.16.0 SEATING

9.16.1 Seats shall be installed utilizing wall and floor tracking to provide flexibility and easy movement.

9.17.0 PASSENGER ENTRY RAMP

9.17.1 The entry ramp shall either be a Braun ramp or approved equal that is designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed.

9.17.2 Entry ramp shall be rated at 1000 lbs.

9.17.3 Entry ramp shall be 62 inches minimum and provide a 1:6 angle when deployed to the ground.

9.17.4 Steps are not allowed and all passengers shall enter by way of passenger door.

9.18.0 SAFETY

9.18.1 Every unit to include a White Standee Line with a sign.

Mid-Size Low Floor Bus

This specification describes a “Steel Cage”, low floor, commercial bus designed for use in Transit applications that meets all the requirements of ADA and the Federal Motor Vehicle Safety Standards in effect at the time of manufacture.

Proposed bus design must have had testing in Altoona Bus Research and Testing Center in the 7 year/200,000 mile test.

The bus shall be built upon a Cutaway Chassis with a GVWR of 14,001 to 16,000 lbs., of the current model year.

The bus is described to be a Mid-size bus able to transport ambulatory and non-ambulatory passengers.

The body shall be a steel cage construction with Fiber Reinforced Plastic, laminated to engineered moisture resistant substrate that is not Luan, attached to the steel cage with urethane adhesive. The roof shall be a one piece Fiber Reinforced Plastic layer laminated to the substrate and roof steel with urethane adhesive. The body shall be constructed of welded walls, sub floors, roof framing and rear steel structure bonded and bolted together completing an integral cage and body.

Body Dimensions

The Cutaway chassis will have a GVWR of 14,001 to 16,000 lb. The bus will have a wheelbase between 164” and 192”. Body width shall not exceed 96”, not including mirrors. Overall height shall be 110” or less.

Deviation from Specification:

None

Body Construction

The body shall be a "Steel Cage" type construction with FRP skin laminated to a moisture resistant substrate. That is not of the Luan type. It shall be attached to the cage with urethane adhesive. The roof shall be a single layer of FRP laminated to the substrate and steel cage with urethane adhesive. The bus walls shall be welded and bolted together with corrosion resistant hardware. A Transign or equivalent LED destination sign shall be used in the forward section of the coach body above the driver cabin. 2 advertising sign holders shall be installed on the side of the body behind the rear tires measuring 30" wide by 24" tall.

Deviation from Specification:

None

Engine

A minimum of 6 liter, V8 displacement engine shall be used. It shall have fast idle and have the capability of being controlled by a voltage sensor, an air conditioner, an air compressor command or a low coolant temperature command. An engine oil cooler shall be included. The engine shall meet California and Federal emissions standards. Extra reinforcement shall be used on A/C compressors and their mounts where not an Original Equipment Manufacturer (OEM) installation. Only the highest quality coolant booster pumps shall be used where needed.

Deviation from Specification:

Air Compressor Command is not currently offered

Transmission

The transmission shall be a heavy duty 6-speed or higher with a transmission oil cooler.

Deviation from Specification:

None

Charging System

An O.E.M alternator of at least a capacity of 200 amps output at low RPM shall be used. Two (2) 12 volt 770 CCA batteries, one (1) in the engine bay and one (1) in an externally accessed compartment with a tray and door shall be used. A rotary battery disconnect switch shall be used.

Deviation from Specification:

Batteries will comprise of (1) 770 CCA & (1) 660 CCA

Suspension

An air spring suspension shall be used at all four (4) corners. A 3.5 CFM compressor shall be used. A air storage tank shall be used. Front and full-kneel operations shall be employed. Heavy duty shocks shall be used.

Deviation from Specification:

None

Exhaust

Heavy duty, corrosion resistant exhaust which meets or exceeds FMVSS and EPA noise level and emissions requirements shall be used. Tailpipe shall exit on the roadside, outside of the body and behind the rear tire. The tailpipe shall not exit out the rear or curb side of the bus. The tailpipe shall not protrude more than 1" beyond the exterior body panel.

Deviation from specification:

None

Axles

All axles shall meet or exceed the GVWR of the vehicle. The rear axle shall be a solid, truck-type dual wheel axle. Minimum front axle rating shall be 4,600 lbs. and the minimum rear axle rating shall be 9,600 lbs.

Deviation from Specification:

None

Brakes

A hydraulic, disc brake system shall be used in both the front and rear, with 4 wheel ABS and traction control. A foot or hand operated lever shall control a drum type parking brake system.

Deviation from Specification:

None

Tires

Tires shall meet or exceed the vehicle's GVWR. Tires shall be LT225/75R16E tires mounted on white, steel wheels. A full-size spare tire and wheel shall be provided.

Deviation from Specification:

None

Steering

The bus shall be equipped with O.E.M. power assisted steering. O.E.M. tilt steering shall be employed. The bus turning radius shall not exceed 27 feet, as measured on the outside front tire sidewall and not more than 28 feet on the outside front bumper. A power steering cooler shall be used.

Deviation from Specification:

None

Fuel Tank

The fuel tank shall be a minimum of 50 gallons capacity. A fuel filler access panel shall be included.

Deviation from Specification:

None

HVAC

A minimum 75,000 BTU passenger A/C and heater with manual, dash mounted controls within reach of the driver shall be used. The cutaway chassis OEM HVAC system for the driver shall be used. Constant torque clamps and metal "T" fittings shall be used on all coolant hoses where needed.

Deviation from Specification:

None

Gauges

Gauges shall be needle-type gauges and include oil pressure, water temperature, engine hours and miles, speedometer / odometer, air pressure, fuel level and include an voltmeter.

Deviation from Specification:

None

Drive Shaft

A two (2) piece drive shaft with a center carrier shall be used with Spicer type u-joints.

Deviation from Specification:

None

Undercoating

The entire underside of the body including floor members, the side panels below the floor level, and the fender wells shall be undercoated with a nonflammable, resin type polyoleum (or equivalent), and must comply with applicable Federal Standards. All openings in the floor boards and firewall shall be sealed. Fender wells and splash aprons shall be of durable construction, offering maximum deflection of wheel splash.

Deviation from Specification:

None

Tow Hooks

Two (2) tow hooks shall be installed under the front bumper attached to the frame and two (2) tow hooks shall be installed under the rear bumper attached to the frame for secure towing.

Deviation from Specification:

Front tow hooks are not available

Bumpers

The front bumper shall be an O.E.M. chrome steel bumper and the rear shall be steel and painted black.

Deviation from Specification:

None

Emergency Exits

Hinge-out windows shall be installed for emergency escape and comply with FMVSS-217. The emergency exits shall be clearly labeled and operation instructions shall be clearly visible at each emergency exit. The emergency exits must not automatically lock. All emergency exits must comply with F.A.C. 14-90. Each emergency exit shall be identified with a 12 volt, red LED lamp with at least a 10,000 hour life. Immediately below or next to each LED lamp shall be a decal in 1" white letters on a red background stating "Emergency Exit".

Deviation from Specification:

None

Doors

Passenger entry door shall be a dual panel, swing out type with two (2) glass panels. The passenger entry door shall be a minimum of 35" opening with entry assist handles. All entry doors shall employ gaskets and/or seals to provide protection from the elements including wind, water and dirt. The passenger entry door shall be operated by an electric motor through a switch in close reach of the driver. In case of emergency, a manual release above the door shall be incorporated to allow the manual operation of the door. The door shall not be operable while the bus is in motion.

Deviation from Specification:

The door will not be operable while the bus is moving over 2 MPH

Mirrors

Exterior side view mirrors shall be heated and have remote, electrical control for adjustment. One (1) each in the O.E.M. driver and passenger positions.

Deviation from Specification:

None

Driver's Seat / Area

The driver seat shall be a high-back seat with adjustable seat pad, lumbar adjustment and an adjustable recliner; shall include a right arm, adjustable rest; material shall be high quality cloth in the color of gray. DOT certified shoulder/lap belt and automatic retractor with SRS pre-tensioner shall be used. Shoulder belt wall anchor shall be adjustable. Driver's map light and coat hook shall be included. Driver side running board shall be non-skid, all weather service. Front passenger seat shall be omitted. A fan for the driver shall be installed in the driver's area. Two (2) dual jack USB connectors shall be installed within reach of the driver.

Deviation from Specification:

None

Passenger Seats

Freedman brand or equivalent low-back to mid-back seats with anti-bacterial, vinyl covering or equivalent, gray in color (to match driver seat). The isle width shall be made to comply with ADA minimum requirements. Each ambulatory passenger seat shall be equipped with retractable passenger restraint lap belts. Capacity shall be a minimum of 15 seats and two (2) wheelchair positions, large enough to accommodate larger wheel chairs.

Deviation from Specification:

None

Body Frame

The frame of the body shall be an all tubular steel cage construct with full E-Coat corrosion protection. Must be reinforced at all stress points, with sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned, and meets or exceeds FMVSS-220. The body shall be securely fastened to the underframe structure so that the entire structure function as one integral unit without any movement in the joining. Front, side and back panels shall be secured to the floor so as to result in a permanent, fully integrated structural unit.

Deviation from Specification:

The tubular steal cage shall be powder coated steel tested at 1,000 hour salt spray

Insulation

The bus interior walls, ceiling and firewall area shall be adequately insulated with fire-resistant, hydrophobic material that is resistant to fumes. This insulation offers the prevention of condensation and the inside walls shall be thoroughly sealed so that drafts and fumes do not enter the passenger cabin.

Deviation from Specification:

None

Floor

The subfloor is to be a minimum of 5/8" engineered wood floor, waterproof after cutting, and one piece. Floor is to be sealed in such a manner as to prevent the entrance of moisture through it. Interior floor coating to be Poly Urea or equivalent and covered up walls.

Deviation from Specification:

Interior floor covering to be Altro Storm Grey which will be covered up the lower portion of the wall.

Walls

Seamless fiberglass Walls and ceiling shall be Luan-free AZDEL brand or equivalent substrate.

Deviation from Specification:

None

Ramp

The ramp shall be a Braun brand or equivalent, heavy duty manual and electric ADA compliant ramp. Included will be a warning lamp and buzzer. With no greater than a 1:6 slope. Shall include ramp activation with an external ramp toggle switch. Ramp shall be located curb side, forward of the passenger seats. Ramp shall include an interlock system. Ramp shall be rated at minimum 1,000 lbs. The floor/ramp entry area shall be illuminated with LED lamps to meet ADA requirements. There shall be an exterior toggle door switch for the ramp door.

Deviation from Specification:

None

Windows

Shall be double T-Slider windows with tinted (20%) glass. Shall have black anodized frames. Shall have a side view transition window behind driver with approximately 200 square inches of viewing glass. Shall have a curb side viewing window with approximately 550 square inches of viewing glass. Shall have a rear egress window on the rear wall.

Deviation from Specifications:

None

Lights

LED interior and exterior lamps shall be used. A third brake light and egress window lights shall be used. The 4-way flasher lamps shall operate independently of the brake lights, with an illuminated toggle switch at the center of the dash control panel with an audial alarm when in operation. 4 way flashers shall apply with the activation of the parking brake.

Deviation from Specification:

None

Passenger Assists and Modesty Panels

Dual grab rails shall be installed parallel to the entrance steps, to measuring a minimum of 1 ¼" in diameter; a right hand entry stanchion with grab rail parallel to entrance steps; assist handles on entry doors; driver stanchion with modesty panel and plexiglass.

Deviation from Specification:

None

Paint

Shall include exterior paint with custom logo and lettering in the JAC theme.

Deviation from Specification:

None

Safety Equipment

The following safety equipment shall be included at minimum:

- Back up alarm and camera with the monitor being the rearview mirror
- Mud flaps behind each tire
- Emergency triangle kit
- #10 fire extinguisher
- One (1) first aid kits
- Two (2) bi-lingual (English and Spanish) ADA signage applicable to a paratransit bus of size and capacity provided, located as per ADA specification
- Spare tire and wheel, full size
- Eight (8) Q'Straint brand or equivalent quick straps
- Two (2) 12" seat belt extensions
- Four (4) deluxe retractors (Q8-6200-SC) or equivalent
- Three (3) wheelchair belt storage under seat
- Kneel override switch
- Seon brand or equivalent and compatible security system with four (4) cameras
- Driver storage compartment
- One (1) Qstraint brand or equivalent belt cutter
- One (1) body fluid cleanup kit

Deviation from specification:

Two (2) sets of four (4) deluxe retractors with lap and shoulder belt

Wiring

All cable and wiring shall be color-coded and labeled with function. The builder shall furnish complete wiring diagrams clearly marked to indicate the code and include connector pin out diagrams. All body relays, circuit breakers and fuses shall be clearly labeled and accessible through a one side-hinged panel door. Where possible, manually resettable circuit breakers are to be used in place of fuses. LED lamps shall be installed to indicate circuit power and tripped circuits in the panel. All added accessories and electrical equipment shall be wired through a constant solenoid, energized by the vehicle’s ignition switch, and shall have a separate circuit breaking system. A master electrical disconnect shutoff switch shall be prominently mounted in the driver’s entry area or the battery compartment, with a decal. A laminated “as built” wiring schematic shall be provided in each bus. Each bus of the series shall be wired identically, and shall include pre-wire for a two-way radio. A NMO (RG58 Mini-UInstalled) two-way antenna mount with at least a 17’ cable shall be installed and the cable terminating under the dash.

Deviation from Specification:

Door to be attached with bolts that need to be removed in order to get to the interior of the panel.

This deters the compartment to be tampered by passengers.

Manual

Two (2) sets of chassis, electrical systems, emissions, engine and auxiliary equipment manuals or DVD’s, lubrication and PM manual shall be included. Maintenance/Inspection schedules shall be included.

Deviation from Specification:

None

Dash

The dash shall include an AM/FM/CD/MP3/WMA player with Bluetooth, two (2) power points, two (2) USB and SD card inputs.

Deviation from Specification:

REI AM/FM/CD/MP3/WMA radio with (1) AUX jack, (1) USB, (1) SD card inputs

(1) 12v and (1) 110v power points in dash

Farebox

A Diamond or equivalent farebox with two (2) keys to match existing fareboxes. The farebox shall be reinforced to minimize vibration and noise.

Deviation from Specification:

None

Warranty

Minimum 3 year/36,000 miles manufacturer warranty; minimum 5 year/100,000 miles structural warranty; Altoona tested to 7 years/200,000 miles.

Deviation from Specification:

None

Vehicle must be in complete compliance with all applicable current State of Nevada, Federal DOT and Federal Motor Vehicle Safety Standards.



January 21, 2020

To whom it may concern:

Creative Bus Sales, Inc is the authorized dealer for the state of Nevada for ARBOC Specialty Vehicles products.

Please contact me with any questions.

Regards,

A handwritten signature in black ink that reads "Kim Yoder". The signature is written in a cursive, flowing style.

Kim Yoder
Regional Sales Manager
ARBOC Specialty Vehicles

ARBOC SPECIALTY VEHICLES LLC, 51165 Greenfield Parkway, MIDDLEBURY, INDIANA 46540
574-825-4880 (PHONE) * 574-825-1750 (FAX)
www.ARBOCsv.com



ARBOC SPECIALTY VEHICLES LLC. LIMITED WARRANTY
Spirit of Independence, Spirit of Freedom, Spirit of Mobility, Spirit of Liberty, Spirit of America

THIS LIMITED WARRANTY COVERS: (i) **ONLY** the original purchaser of a new vehicle manufactured by ARBOC Specialty Vehicles, LLC (ARBOC) (the "Vehicle"); (ii) **ONLY** if the Vehicle was purchased from an authorized ARBOC Dealer (the "Dealer"); and (iii) **ONLY** Defects in workmanship performed and/or materials used to assemble those portions of the Vehicle not excluded below and/or not otherwise covered by separate manufacturer warranties. "Defect" means, as excluded below, the failure of the workmanship performed and/or materials used within the transit vehicle portion as the final stage up-fit and originally built, installed or modified by ARBOC, to conform within the design and manufacturing specifications and tolerances of ARBOC. This Limited Warranty is not transferable beyond the original purchaser. The Original Purchaser must register the Vehicle with ARBOC within 30 days of taking delivery. Failure to properly register the Vehicle will void this limited warranty.

WHAT IS NOT COVERED: (i) accessories and equipment added or changed after the Vehicle leaves ARBOC's manufacturing facility; (ii) any unauthorized modifications made to the Vehicle outside of the ARBOC final stage up-fit; (iii) accessories and equipment that are working as designed, but which you are unhappy with because of the design, normal wear and usage; (iv) any "distressed" Vehicle (i.e. sold to Dealer "AS IS", not purchased as new or not sold as new by a Dealer); (v) any Vehicle purchased from an unauthorized Dealer, through auction, through a bank or other financial institution; (vi) any Vehicle transferred beyond the Original Purchaser; (vii) any Vehicle damaged as a result of misuse, neglect, or failure to provide reasonable and necessary maintenance; (viii) any damage caused or exacerbated by unauthorized repair or attempted repair; (ix) any cosmetic flaws, including, but not limited to, scratches, bumps, tears, punctures, misuse, or fading; (x) any damage caused by mold or mildew; (xi) any damage caused by collision, fire, theft, war, terrorism, Acts of God, vandalism, explosions, overloading in excess of rated capacities, off-road use, and odometer tampering; (xii) any Vehicle previously used for promotional purposes; (xiii) the automotive chassis and power train, including, by way of example, the engine, drive-train, steering, ride and handling, braking, wheel balance or alignment, muffler, tire wear or failure, tubes, electrical system, fuel system, brake system, batteries and gauges; electrical systems unrelated; (xiv) any damage caused by the environment, including chemical off-gassing, pollutants, salt, tree sap, and hail; (xv) any Vehicle registered and/or used outside of the United States or Canada; and (xvi) any routine maintenance items such as front-end alignments, ride height, torque specifications, tire rotations, filters, belts, fluids, or other operational parts and supplies, service calls and procedures, such as adjustments to doors and ramps which are part of normal, routine maintenance.

STANDARD WARRANTY COVERAGE: The basic components originally built, installed, or modified by ARBOC, which a Customer does not get a choice in supplier option such as the windows, floor covering, suspension, interior ABS, stanchions, and electrical system including lights, switches, entry door are warranted free from defects in workmanship or materials for a period of 36 months or 50,000 miles, whichever occurs first. **ANY ACTION FOR BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE MUST BE COMMENCED BY THE EARLIER OF 39 MONTHS AFTER THE ORIGINAL PURCHASER TAKES DELIVERY OF THE VEHICLE OR 3 MONTHS AFTER THE VEHICLE'S ODOMETER REACHES 50,000 MILES.**

STRUCTURAL WARRANTY COVERAGE: The basic structural components originally built, installed, or modified by ARBOC, such as the exterior sidewall structure, rear wall structure, roof structure, floor structure, and chassis frame sections are warranted free from defects in workmanship or materials for a period of 60 months or 100,000 miles, whichever occurs first. **ANY ACTION FOR BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE COVERING THE STRUCTURE MUST BE COMMENCED BY THE EARLIER OF 63 MONTHS AFTER THE ORIGINAL PURCHASER TAKES DELIVERY OF THE VEHICLE OR 3 MONTHS AFTER THE VEHICLE'S ODOMETER REACHES 100,000 MILES.**

MANUFACTURER SUPPLIED COVERAGE: The optional accessories and/or components covered by separate manufacturer warranties and originally installed by ARBOC including, but not limited to electronic components (alternators, batteries, TVs, radios, PA systems, destination signs, camera systems), air conditioning/heating (not related to chassis system), paint, wheelchair ramps, safety equipment, and seating equipment. Warranty terms on these items will be subject to separate manufacturer warranties and may be administrated separately by the component manufacturer.

Unless prohibited by state law, repairs will not extend the time when you must commence a breach of warranty claim and shall not extend the warranty coverage period. Some states do not allow the reduction of the time when a breach of warranty claim must be commenced, so the reduction in time when a breach of warranty claim must be commenced may not apply to you. Any performance of repairs after the warranty coverage ends **OR** any performance of repairs to those portions of the Vehicle excluded from coverage shall be considered "*good will*" repairs. Warranty repairs should be expected. ARBOC may use new and/or remanufactured parts and/or components of substantially equal quality to complete a repair. Damage to interior or exterior surfaces, trim, upholstery and other appearance items may occur at the factory during assembly, during delivery of the Vehicle to your selling dealer or on the selling dealer's



lot. Normally, any damage is detected and corrected at the factory or by the selling dealer during the inspection process. If you discover any damage when you take delivery of the Vehicle, you **MUST** notify your dealer **OR** ARBOC within 10 days of the date of purchase to have damage repaired at no cost to you.

REPAIR REMEDY: ARBOC's sole and exclusive obligation is to repair or replace any covered defects discovered within the warranty coverage period if: (1) within 15 days of your discovery of a defect you notify an authorized Dealer of the defect; **AND** (2) you deliver your Vehicle to an authorized Dealer or service center at your cost and expense. ARBOC reserves the right to substitute parts or components substantially equal in quality. **THIS LIMITED WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE THE WARRANTY DOES NOT MAKE A REPRESENTATION ON HOW THE VEHICLE WILL PERFORM IN THE FUTURE BUT INSTEAD REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS. THIS MEANS ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, CAN ONLY OCCUR ON THE DATE OF DELIVERY.**

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES: THE DURATION OF THE IMPLIED WARRANTY OF MERCHANTABILITY, WHICH MAY ARISE BY OPERATION OF STATE LAW, IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE VEHICLE COVERED BY THIS LIMITED WARRANTY. THERE ARE NO EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY ON THOSE PORTIONS OF THE VEHICLE EXCLUDED FROM COVERAGE. There is no warranty of any nature made by ARBOC beyond that contained in this Limited Warranty. No person has authority to enlarge, amend or modify this Limited Warranty. The Dealer is NOT ARBOC's agent but an independent entity. ARBOC is not responsible for any undertaking, representation or warranty made by any dealer or others beyond those expressly set forth within this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE ORIGINAL PURCHASER AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THE VEHICLE, SHALL NOT BE ENTITLED TO RECOVER FROM ARBOC ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE VEHICLE, INCLUDING FUEL AND TRANSPORTATION/TOWING EXPENSES TO DELIVER THE PRODUCT TO THE SERVICING DEALER, HOTEL ROOMS, LOST WAGES AND MOISTURE DAMAGE. THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL NOT BE DEPENDENT UPON WARRANTY REPAIRS SUCCESSFULLY CURING ANY DEFECT; THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL SURVIVE ANY FAILURE OF THE LIMITED WARRANTY REMEDIES FULFILLING THEIR PURPOSE. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above exclusions may not apply to you.

LEGAL REMEDIES: EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO ALLEGED BREACH OF WARRANTY OR REPRESENTATIONS OF ANY NATURE MUST BE FILED IN THE COURTS WITHIN THE STATE OF MANUFACTURE, WHICH IS INDIANA. ALSO, THE LAWS GOVERNING ALL DISPUTES OR CLAIMS ARISING OUT OF THE SALE, PURCHASE OR USE OF THE VEHICLE SHALL BE THOSE OF THE STATE OF MANUFACTURE, WHICH IS THE STATE OF INDIANA. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

LEGAL CLAIMS: THE EXCLUSIVE JURISDICTION AND APPLICABLE LAW FOR DECIDING ANY CLAIMS RELATING TO THE SALE, PURCHASE, OR USE OF THE TRANSIT VEHICLE, THIS LIMITED WARRANTY, ANY IMPLIED WARRANTY, OR ANY STATUTORY RIGHTS OR CAUSES OF ACTION FOR DEFECTS OR REPRESENTATIONS OF ANY NATURE FOR DAMAGES DUE FROM SUCH DEFECTS OR REPRESENTATIONS SHALL BE IN THE COURTS IN THE STATE OF MANUFACTURE (INDIANA) WITHOUT REGARD TO ANY STATE'S CONFLICT OF LAWS PROVISION. If any provision of this Limited Warranty shall, for any reason be held to be unenforceable, in whole or in part in any respect, then such unenforceable provision or part shall be construed as if it had never been contained in this Warranty. This Warranty gives you specific legal rights, and you may have other rights that vary from state to state. If you or anyone on your behalf files any lawsuit or legal proceeding, the prevailing party shall be entitled to recover attorney's fees and legal costs and expenses incurred up to a maximum recovery of twenty-five percent (25%) of the total retail cost of the vehicle. The determination of the "prevailing party" shall be made by comparing any offers made by ARBOC to you prior to or during the pendency of the lawsuit or proceeding, whether through final judgment, mediation, or other form of settlement.

To Obtain Service: For warranty service, simply contact an ARBOC Dealer for an appointment or consultation, and then take the vehicle (at your expense) to the servicing facility. If you have a problem obtaining satisfactory and timely warranty service, please call us on our toll free line (1-866-953-5555) so that we may attempt to resolve your concerns. Under the terms of this Limited Warranty, ARBOC reserves the right to perform warranty repair upon any alleged defect at ARBOC's manufacturing facility.



ARBOC Standard Warranty Overview

ARBOC Standard Warranty	Years	Miles	Kilometers	Coverage	Contact
<i>Spirit of Freedom, Spirit of Mobility Spirit of Independence, Spirit of Liberty</i>	3	50,000	80,000	Parts & Labor	ARBOC
ABS/Plastic - Interior					
Electrical including:					
Electrical Harnesses	3	50,000	80,000	Parts & Labor	ARBOC
Entry Doors	3	50,000	80,000	Parts & Labor	ARBOC
I/O Controls	3	50,000	80,000	Parts & Labor	None
Interior/Exterior LED Lights	3	50,000	80,000	Parts & Labor	ARBOC
Intermotive	3	50,000	80,000	Parts & Labor	Intermotive
Switches	3	50,000	80,000	Parts & Labor	ARBOC
Exterior Body					
Exhaust	3	50,000	80,000	Parts & Labor	ARBOC
Exterior Mirrors	3	50,000	80,000	Parts & Labor	ARBOC
Front Caps	3	50,000	80,000	Parts & Labor	ARBOC
FRP	3	50,000	80,000	Parts & Labor	ARBOC
Liberty Windshield	3	50,000	80,000	Parts & Labor	ARBOC
Liberty Wiper Parts	3	50,000	80,000	Parts & Labor	ARBOC
Plastic - Exterior (Pillars/Door Trim)	3	50,000	80,000	Parts & Labor	ARBOC
Running Boards	3	50,000	80,000	Parts & Labor	ARBOC
Steel Bumpers	3	50,000	80,000	Parts & Labor	ARBOC
Windows	3	50,000	80,000	Parts & Labor	ARBOC
Floors					
Altro Floor	3	50,000	80,000	Parts & Labor	ARBOC
Wood Floor	3	50,000	80,000	Parts & Labor	ARBOC
Polyurea	3	50,000	80,000	Parts & Labor	ARBOC
Interior					
Stanchions	3	50,000	80,000	Parts & Labor	ARBOC
Convex Mirrors	3	50,000	80,000	Parts & Labor	ARBOC
Suspension					
Driveshaft Assembly	3	50,000	80,000	Parts & Labor	ARBOC
Hendrickson Rear Suspension	3	50,000	80,000	Parts & Labor	ARBOC
Height Control Linkage	3	50,000	80,000	Parts & Labor	ARBOC
Valid Air Suspension	3	50,000	80,000	Parts & Labor	Valid Mfg.
Thomas Compressor	3	50,000	80,000	Parts & Labor	ARBOC
Hoosier Tank	3	50,000	80,000	Parts & Labor	ARBOC

ARBOC Structural Warranty Overview

ARBOC Structural Warranty	Years	Miles	Kilometers	Coverage	Contact
<i>Spirit of Freedom, Spirit of Mobility Spirit of Independence, Spirit of Liberty</i>	5	100,000	160,000	Parts & Labor	ARBOC
**** Coverage for basic structural components originally built, installed, or modified by ARBOC, such as the exterior sidewall structure, rear wall structure, roof structure, floor structure, and chassis frame sections ****					

CARSON CITY PURCHASING AND CONTRACTS

Bid Bond

BOND #: Bid

KNOW ALL MEN BY THESE PRESENTS, that I/We Creative Bus Sales, Inc.
 as Principal, hereinafter called Contractor, and Great American Insurance Company
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 6,250.00 (Six Thousand Two Hundred Fifty & 00/100's----- 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.

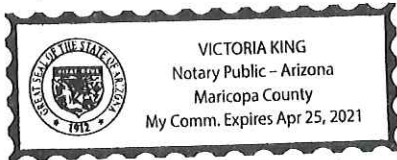
WHEREAS, the Principal has submitted a bid, identified as **BID #19300102** and titled **"Mid-Size Low Floor Bus-Rolling Stock"**.

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

Executed on this 24th day of January, 2020
 Signature of Principal: _____
 Title: Bid Manager

(Seal)

Firm: Creative BusSales, Inc.
 Address: 3615 S.28th Street
 City / State / Zip Code: Phoenix, AZ 85040
 Written Name of Principal: Marcus Hoffman



ATTEST NAME
 Signature of Notary: Victoria King

Subscribed and sworn before me this 24th day of January, 2020
 (printed name of notary) Victoria King Notary Public for the State of Arizona.

Claims Under this Bond May Be Addressed To:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety <u>Great American Insurance Company</u>	Name of Local Agent
Address <u>28202 Cabot Road, 6th floor</u>	Address
City <u>Laguna Niguel</u>	City
State / Zip Code <u>CA 92677</u>	State / Zip Code
Name <u>Victoria Riedl</u>	Agent's Name
Title <u>Surety Manager</u>	Agent's Title
Phone <u>949-365-5100</u>	Agent's Telephone

CARSON CITY PURCHASING AND CONTRACTS

Bid Bond

Signed, sealed and dated this 23rd day of January, 2020 By:

Victoria M. Riedl

Surety's Acknowledgement	Its Attorney-in-Fact, Victoria M. Riedl
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	

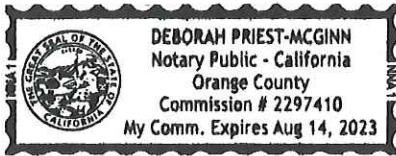
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On January 23, 2020 before me, Deborah Priest-McGinn
Date Here Insert Name and Title of the Officer
personally appeared Victoria M. Riedl
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Deborah Priest-McGinn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14926

POWER OF ATTORNEY

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

Name	Address	Limit of Power
MATTHEW F. SCHAFNITZ	BOTH OF	BOTH
JAMES E. HURST, JR.	LAGUNA NIGUEL, CALIFORNIA	\$100,000,000.00

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of MARCH, 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



Matthew C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 24TH day of MARCH, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 23rd day of January, 2020



Matthew C. B.

Assistant Secretary

Packet Page Number 134

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/FAX 887-2286
<https://carson.org/bids>
REQUEST TO BID #19300102
Mid-Size Low Floor Bus-Rolling Stock

January 23, 2020

Addendum No. 1

The following questions were received. Please see the questions and answer below.

1. The RFB says you wish to purchase potentially up to the year 2027 off of this awarded contract, but there is nothing that I can find pertaining to an annual rate increase (PPI). Is the intent of this contract to have pricing locked at the same rate from now until 2027?
 - a. Per 49 U.S. Code § 5325 Contract requirements (e)(A) not more than 5 years after the date of the original contract for bus procurements Please update page 2, last bullet under SCOPE:
 - **Carson City further reserves the right to procure additional paratransit buses (0-4 per year) as described herein from the successful bidder(s) through February 12, 2025.**
 - b. Bid Response page 29 question 4 addresses the escalation and/or de-escalation of prices. It is the intent of the City to allow (PPI) adjustments, after review and negotiation with the awarded vendor.
2. Is a flip seat or foldaway seat required?
 - a. If flip/fold up seats are necessary to accommodate the specified wheelchair positions, please h them included.
3. On page 45 under the safety equipment heading it calls for “four (4) deluxe retractors (Q8-6200-SC) or equivalent). This would be enough retractors for only one wheelchair position and does not include a lap and shoulder belt for the passenger in that wheelchair. Should this be changed to 8 retractors (Q8-6200-SC) or two (2) deluxe retractor kits (Q-8100-A1-SC) 4 QRT deluxe retractors with Slide 'N Click fittings; and retractable lap & shoulder belt combo?
 - a. The City would prefer the 8 retractable option but will accept either option which is easiest to manipulate.
4. On page 45 under the safety equipment heading it calls for “Three (3) wheelchair belt storage under seat”. There are only two wheelchair positions and potentially only one foldaway seat that would be capable of having under seat storage. An alternative would be wall mounted storage next to wheelchair positions that do not have a fold away seat, or storage boxes that can be moved. Can you clarify this?

- a. The City would accept wall mounted storage to be sufficient.
5. The Scope requests a 23' bus; we kindly request acceptance of a 24' bus.
 - a. The City will accept a 24' bus.
6. The Scope identifies a purchasing window through 2027, and the Bid Response form states that "this REQUEST FOR BID shall be subject to escalation and/or de-escalation of prices." We would like to know if the quoted price will be allowed to adjust for PPI increases over this 7 year period.
 - a. Please see the response to Question 1, of this addendum.
7. Exhibit A requests FRP attached to steel cage with urethane adhesive. We kindly request acceptance of FRP attached to steel cage by spray foam.
 - a. The City will accept spray foam.
8. Exhibit A requests 2 tow hooks in the front bumper. Ford QVM does not allow for the addition of front tow hooks.
 - a. This is not a critical item. There are alternative methods to hook the front end.
9. Exhibit A requests a "side view transition window behind driver". This window is only offered by one manufacturer which prohibits fair and competitive bidding. We requests removal of this requirement.
 - a. The City will remove this requirement to keep the solicitation fair and competitive.
10. The Scope requests 2 wheelchair securement stations, Exhibit A requests 3 wheelchair belt storage under seat. Please clarify if 3 storage pouches are needed.
 - a. Only two (2) pouches are needed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	CONTACT NAME: Bethany Brocius
	PHONE (A/C, No, Ext): 716 314-2000 FAX (A/C, No): 716 314-2199 E-MAIL ADDRESS: Bethany.Brocious@USI.com
INSURED Creative Bus Sales, Inc. d/b/a National Bus Sales and Leasing 14740 Ramona Avenue Chino, CA 91710	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Zurich American Insurance Company 16535
	INSURER B : Indemnity Insurance Company of N A 43575
	INSURER C : Berkley National Insurance Company 38911
	INSURER D : Charter Oak Fire Insurance Company 25615
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO038187404	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Garage Liab <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	GP038180304	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	N1103861A002	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 20,000,000
C	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	CEX0960321701	07/01/2019	07/01/2020	AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC038095404	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Dealers Inventory			QT6306J072709TIL19	07/01/2019	07/01/2020	\$ 77,800,000
A	Garagekeepers leg			GP038180304	07/01/2019	07/01/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Specific Job Information & Additional insureds please see page 2.

Acord 101:
 To the extent covered by endorsements:
General Liability:
 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

CG 00 01 Edition Date 04-13: COMMERCIAL GENERAL LIABILITY COV FORM
U-GL-1175-F CW Edition Date 04-13: ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR
U-GL-1345-B CW Edition Date 04-13: GL SUPPLEMENTAL COVERAGE ENDORSEMENT- Includes Waiver of Subrogation
CG 20 10 Edition Date 04-13: ADDL INSD - OWNERS/LESSEES/CONTRACTORS
CG 20 26 Edition Date 04-13: ADDL INSD-DESIGNATED PERSON/ORGANIZATION
CG 25 04 Edition Date 05-09: DESIGNATED LOCATIONS GENERAL AGGREGATE
U-GL-1521-A CW Edition Date 10-12: BLANKET NOTIFICATION TO OTH CANC/NONRE
Garage Liability:
CA 00 25 Edition Date 10-13: GARAGE COVERAGE FORM
CA 04 44 Edition Date 03-10: WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO
CA 20 01 Edition Date 10-13: ADDL INSD-LESSOR- Blanket
CA 20 47 Edition Date 10-13: ADDTNL INSD - LESSOR OF LEASED EQUIPMENT- Blanket
CA 99 44 Edition Date 10-13: LOSS PAYABLE CLAUSE - Blanket
U-CA-832A Edition Date 01-13: BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NON-REN
Workers Compensation:
WC 00 03 13 Edition Date: WAIVER OF RIGHTS TO RECOVER FROM OTHERS
WC 99 06 43 Edition Date: BLANKET NOTIFICATION TO OTH CANC/NONREN
WC 99 06 45 Edition Date: BLANKET NOTIFICATION TO OTH CANC/NONREN
Umbrella:
XS41864 Waiver of Our Right to Recover Payment
XS41887 Other Valid and Collectible Ins Add Insured
XS42049 Automobile Dealers Limitation Endorsement (Follow Form)
Excess:
CX 00 01 04 13 Commercial Excess Liability Coverage Form

STURAA TEST

7 YEAR

200,000 MILE BUS

from

ARBOC Mobility LLC.

MODEL SOM23G

JANUARY 2009

PTI-BT-R0812



**The Thomas D. Larson
Pennsylvania Transportation Institute**

201 Transportation Research Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

2237 Old Route 220 N. (814) 695-3404
Duncansville, PA 16635

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EXECUTIVE SUMMARY

ARBOC Mobility LLC. submitted a model SOM23G, gasoline-powered 20 seat (including the driver) 23-foot bus, built on a GM G3500 chassis for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 471 miles. Testing started on July 30, 2008 and was completed on January 9, 2009. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on September 10, 2008 and was completed on November 28, 2008.

The interior of the bus is configured with seating for 20 passengers including the driver. Free floor space will accommodate 9 standing passengers resulting in a potential load of 29 persons. At 150 lbs per person, this load results in a measured gross vehicle weight of 12,960 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 12,960 lbs. The middle segment was performed at a seated load weight of 11,800 lbs and the final segment was performed at a curb weight of 8,870 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the thirty-three reported failures, twenty-three were Class 3 and ten were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 15.38 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.155 inches with a permanent set ranging between -0.006 to 0.006 inches under a distributed static load of 10,875 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus submitted for testing was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 4.8 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 4.35 mpg, 4.77 mpg, and 7.84 mpg respectively; with an overall average of 5.13 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



U.S. Department
Of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

September 30, 2019

Betsy Hershberger, DBELO
ARBOC Specialty Vehicles, LLC
51165 Greenfield
Middlebury, IN 46540

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2020

Dear Ms. Hershberger:

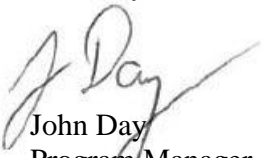
This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received ARBOC Specialty Vehicles, LLC's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2020 for the period of October 1, 2019–September 30, 2020. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2020 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2020 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2019. This report should reflect all FTA-funded contracting activity for the second period of FY 2019 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2021 DBE goal methodology must be submitted to FTA by August 1, 2020. Any significant updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at FTATVMSubmissions@dot.gov.

Sincerely,


John Day
Program Manager
Office of Civil Rights

ARBOC *Specialty Vehicles*

FMVSS/CMVSS Compliance Summary SOM/SOF

The following describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either ARBOC Specialty Vehicles or the chassis manufacturer.

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	ARBOC does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file.
106	Brake Hoses	Vehicles have additional lines installed using OEM components, where necessary modifications are made OEM or OEM approved components and are tested for compliance. For non-modified areas, compliance is deferred to the chassis manufacturer.
107	Reflecting Surfaces	No standard, "Reserved"
108	Lamps, Reflective Devices & Associated Equipment	ARBOC does not alter OEM lighting. Additional lighting added by ARBOC SV meets applicable standard. Data on file.
111	Rear View Mirrors	All aftermarket mirrors installed by ARBOC meet this standard and DOT regulations. Data on file.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Standard transferred to part 565/567. Chassis manufacturer and ARBOC SV meet applicable standard. Data on file.
116	Hydraulic Brake Fluids	ARBOC does not alter brake systems. Vehicles with modified wheel base have additional fluid added using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For non-modified vehicles compliance is deferred to the chassis manufacturer.
119	New Pneumatic Tires	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536 kg (10,000 lbs.) or more	Compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	ARBOC does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with supplier instructions.
201	Occupant Protection in Interior Impact	Not Applicable, (for buses under 10,000 Lbs GVWR)
203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.

206	Door Locks and Door Retention Devices	All vehicles manufactured by ARBOC that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by ARBOC meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
211	Wheel Nuts, Wheel Discs & Hub Caps	No Standard "Reserved"
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
214	Side Impact Protection with a GVWR of 4,536 kg (10,000 lbs.) or Less	Although not required for buses with a GVWR of 4,536 kg (10,000 lbs.) or more, ARBOC SV does test the vehicles to the 214 standard. Data on file
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
301	Fuel System Integrity	Compliance is Through the chassis manufacturer and ARBOC SV. Test data on file.
302	Flammability of Interior Materials	Chassis manufacturer is in compliance and ARBOV SV meet applicable standard. Data on file.

Signed:

 *Benjamin P. Hill*

Title:

Vice Prsident of Engineering

Date:

08/23/2017



PRE-AWARD BUY AMERICA COST DOCUMENTATION

ARBOC Specialty Vehicles, LLC

Bus Model: Spirit of Mobility

Customer: TBD

Bus #: TBD

Serial #: TBD

Chassis #: TBD

Component	Manufacturer(s)	State(s)	US %	Foreign %
CHASSIS	ACTION MACHINE INC GARDNER DENVER THOMAS INC HARCO MANUFACTURING GROUP LLC HOOSIER TANK & MANUFACTURING INC MAX MYERS MOTORS INC (CHASSIS ACCT) RC INDUSTRIES INC REFLEX INDUSTRIES INC ROMEO RIM INC VOYAGER	INDIANA MISSOURI OHIO MICHIGAN INDIANA INDIANA ILLINOIS MICHIGAN INDIANA	4.20%	0.10%
CHASSIS FRAME	AIR LIFT COMPANY DAYTON AIR CONTROL PRODUCTS LLC HENDRICKSON - USA LLC LIPPERT COMPONENTS INC NORTHFIELD MANUFACTURING INC	MICHIGAN OHIO ILLINOIS ILLINOIS MICHIGAN	3.30%	4.30%
BODY	A & M SYSTEMS INC AXIS UNLIMITED LLC DBA NATION TANK & TRAILER CHEMLINE INC CLEAN-SEAL INC CLEER VISION WINDOWS INC COMPASS FLOORING INC FLEXCO PRODUCTS INC FUTURE TOOL & MACHINE INC HARBOR FOAM INC HENKEL CORPORATION LAMI PLAST INC MOR/RYPDE INTERNATIONAL INC NEW FLYER USA INC POSTLE ALUMINUM CO - MIDWEST ROBERT WEED PLYWOOD CORP SOUTHWEST WELDING LLC TEMPLE A DIVISION OF POSTLE OPERATING LLC VELVAC INC	INDIANA INDIANA MISSOURI INDIANA INDIANA MASSACHUSETTS INDIANA MICHIGAN MICHIGAN GEORGIA CALIFORNIA INDIANA ALABAMA ILLINOIS INDIANA INDIANA ILLINOIS WISCONSIN	15.70%	2.70%
ELECTRICAL	BETA-CON INC CHIEF ENTERPRISES HANOVER DISPLAYS INC I/O CONTROLS CORPORATION KAUFFMAN ENGINEERING INC MSSL WIRING SYSTEMS INC WESCO DISTRIBUTION INC	INDIANA ILLINOIS ILLINOIS CALIFORNIA OHIO OHIO ILLINOIS	10.00%	1.80%
FIBERGLASS/ABS	BEST FORMED PLASTICS LLC DUO FORM PLASTICS HART PLASTICS INC PREMIER FIBERGLASS COMPANY INC	INDIANA MICHIGAN INDIANA INDIANA	4.10%	0.00%

HVAC	PROAIR LLC THERMO KING MIDWEST INC TRANS/AIR MANUFACTURING CORP VALEO THERMAL COMMERCIAL VEHICLES NORTH AMERICA INC	MASSACHUSETTS INDIANA PENNSYLVANIA ILLINOIS	7.40%	3.20%
PAINT/GRAPHICS	DEC-O-ART INC	INDIANA	0.10%	0.00%
SEATING	FREEDMAN SEATING COMPANY	ILLINOIS	11.30%	0.00%
STANCHIONS/EXHAUST	ASC INDUSTRIES INC EXHAUST PRODUCTIONS INC UNITED ROLL FORMING INC	INDIANA INDIANA INDIANA	1.80%	0.10%
ADA	Q'STRAIT	GEORGIA	2.30%	0.00%
MISC	ALRO STEEL CORPORATION BRAUN CORPORATION, THE LAWSON PRODUCTS INC	ILLINOIS ILLINOIS ILLINOIS	11.00%	2.90%
MANUFACTURING HOURS	ARBOC SPECIALTY VEHICLES	INDIANA	13.50%	0.00%
Total			84.80%	15.20%

1-Point of final assembly Middlebury, Indiana.
2- Final assembly activities include: (1) Chassis prep and rebuild (2) Body assembly and set (3) Flooring and seat assembly (4) Electrical installation (5) Final assembly including Water test, road test, front end alignment and final ship.



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

All Exceptions were listed on the Bid Response.

**REQUIRED FEDERAL CLAUSES
(Rolling Stock Contracts Exceeding \$100,000)**

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

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA

Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

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

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

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

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

DEBARMENT AND SUSPENSION

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

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

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

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

BUY AMERICA

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects

are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. 49 USC 5323(j)(2)(C)

(j) BUY AMERICA.—

(2) WAIVER.—The Secretary may waive paragraph (1) of this subsection if the Secretary finds that—
(C) when procuring rolling stock (including train control, communication, traction power equipment, and rolling stock prototypes) under this chapter—

(i) the cost of components and subcomponents produced in the United States—

(I) for fiscal years 2016 and 2017, is more than 60 percent of the cost of all components of the rolling stock;

(II) for fiscal years 2018 and 2019, is more than 65 percent of the cost of all components of the rolling stock; and

(III) for fiscal year 2020 and each fiscal year thereafter, is more than 70 percent of the cost of all components of the rolling stock; and

A Proposer must submit to the Agency the **Buy America Certification** with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

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

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

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

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

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

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

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

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

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

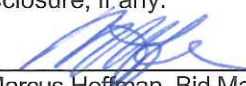
Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

 Marcus Hoffman, Bid Manager	Signature of Contractor's Authorized Official Name/Title of Contractor's Authorized Official
1/24/2020	Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever

shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.);and;

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is

10%. The agency's overall goal for DBE participation is 0.72%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

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

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


REQUIRED CERTIFICATIONS

Buy America Certification

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11:

Date: 1/24/2020

Signature: 

Company: Creative Bus Sales, Inc.

Name: Marcus Hoffman

Title: Bid Manager

Certificate of Noncompliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Debarment and Suspension Certification

The bidder certifies by submission of the offer that neither it nor its "principals", as defined in 49 CFR 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the bidder is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space_____.

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 49 CFR 29.105(p), apply to this certification and disclosure, if any.



Signature of Bidder's Authorized Official

Marcus Hoffman, Bid Manager

Name and Title of Bidder's Authorized Official

1/24/2020

Date

Lobbying Certification

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

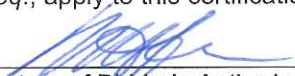
(1) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any 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 or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Federal Register 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, *et seq.*)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and 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 31, USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 31 USC A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Bidder's Authorized Official

Marcus Hoffman, Bid Manager


Name and Title of Bidder's Authorized Official

1/24/2020

Date

Disadvantaged Business Enterprise (DBE) Provision

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.



Signature of **Vendor's** Authorized Official

Marcus Hoffman, Bid Manager

Name and Title of **Vendor's** Authorized Official

1/24/2020

Date



Signature of **Manufacturer's** Authorized Official

Kim Yoder, Sales Manager

Name and Title of **Manufacturer's** Authorized Official

1-24-2020

Date

FTA CIRCULAR 4220.1F TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATE OF COMPLIANCE WITH DISADVANTAGED BUSINESS REGULATIONS

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: ARBOC

Manufacturer Representative Signature: Kim Yoder

Dealer: Creative Bus Sales, Inc.

Dealer Representative Signature: [Signature]

Date: 1/24/2020

Bus Testing Certification

The manufacturer agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfather" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Certification of Compliance with FTA's Bus Testing Requirements

The undersigned certifies that the vehicle offered in this procurement complies with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outline the US Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Kim Yoder
Signature of **Manufacturer's** Authorized Official

Kim Yoder, Sales Manager
Name and Title of **Manufacturer's** Authorized Official

1-24-2020
Date

**Pre-Award and Post-Delivery Audit Requirements
Certifications Required**

The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTAs implementing regulation at 49 CFR Part 663 and to submit the following certifications with its Offer and (if selected) after acceptance of the last bus:

(1) Buy America Requirements

The Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Offeror/Contractor certifies compliance with Buy America, it shall submit documentation that lists: (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin, and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements

The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS)

The Offeror and (if selected) Contractor shall submit: (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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STAFF REPORT

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

Meeting Date: March 11, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding a Community Development Block Grant (CDBG) application seeking approximately \$472,505 by the Public Works Department for ADA improvements along Colorado Street and California Street.

Staff Summary: The RTC previously approved the submission of the grant in September of 2019. Staff is now requesting an increase in the amount of the grant from \$270,000 to \$472,505 for improvements along Colorado Street and California Street, which include replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveways), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the submission of the grant application as presented.

Previous Action

Yes, on September 11, 2019, details are provided in background.

Background/Issues & Analysis

In September 2019, the RTC approved submission of a grant application requesting approximately \$270,000 for ADA improvements along Colorado Street between California Street and Saliman Road, and along California Street near Colorado Street. Improvements included replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveway aprons), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added. The original \$270,000 was only a portion of the estimated costs and was chosen to match previous year grant amounts. However, staff has learned that the City's Parks and Open Space Department will not be applying for funds this year. As a result, Public Works staff is asking to increase the grant amount in anticipation of availability of excess CDBG funds. The total estimated cost for ADA improvements is \$472,505.

As noted in the September 2019 staff report, no local match is required for CDBG grant funding; however Transportation Infrastructure account funding will be used to support construction elements of the project that involve roadway construction, estimated at approximately \$150,000. This local match was proposed to strengthen the competitiveness of the grant application by primarily using CDBG funds for ADA improvements. The local match plus the increased grant request amount totals \$622,505. As typical, CDBG grant applications are presented as scalable to allow flexibility in grant amount awards.

As presented within the CDBG Program grant guidelines, ADA improvements benefit individuals who are presumed to be primarily low- and moderate income persons. The Colorado Street corridor, including California Street, was identified by staff as a successful CDBG grant project for the following reasons:

- The immediate area includes a range of high and medium density residential uses
- The project will improve pedestrian connectivity to commercial land uses on both South Carson Street and Fairview Drive
- The ADA improvements will allow for future rehabilitation projects as the roadway is in poor condition
- California Street and Colorado Street service City bus routes

Applicable Statute, Code, Policy, Rule or Regulation

-N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Capital Improvement account / 2503035-507010 and Community Development Block Grant (CDBG) fund, Construction account / 2750620-507010.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, no additional local funds are required. As approved in September of 2019, \$150,000 from the FY 2021 Transportation Infrastructure account funds will be budgeted and transferred to the Capital Improvements Account to fund roadway improvements needed as part of adding curb and gutter. If approved and awarded, the difference (\$202,505) would be incorporated into the FY 2021 Budget.

Alternatives

-Do not approve pursuit of the grant and provide alternate direction to staff

Supporting Material

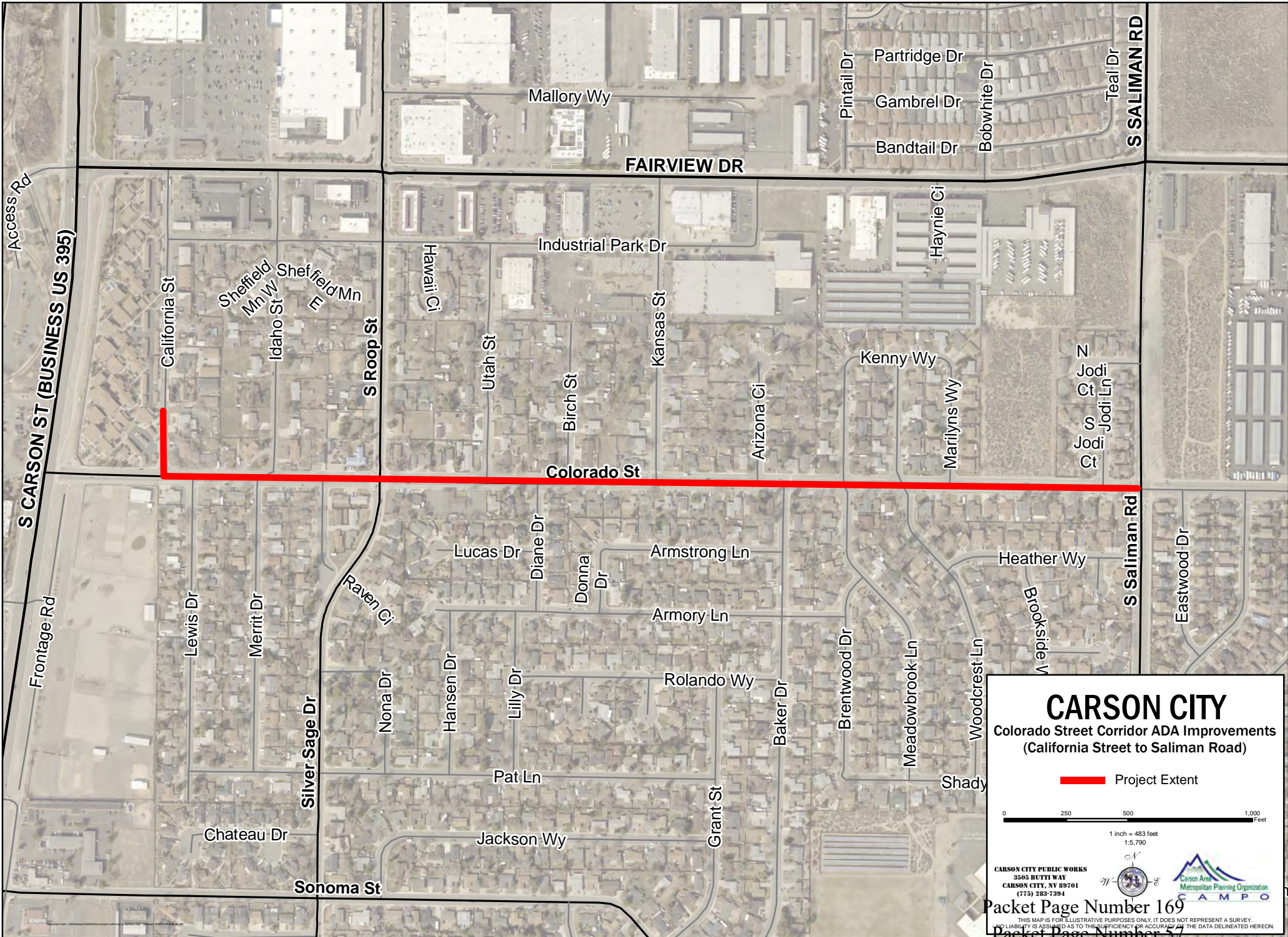
-Exhibit-1: Map of Project Area

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)



CARSON CITY
 Colorado Street Corridor ADA Improvements
 (California Street to Saliman Road)

█ Project Extent

0 250 500 1,000
 Feet

1 inch = 483 feet
 1:5,790

CARSON CITY PUBLIC WORKS
 2505 BUTTE WAY
 CARSON CITY, NV 89701
 (775) 283-7394

Carson Area Metropolitan Planning Organization
CAMPO

Packet Page Number 169
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

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STAFF REPORT

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

Meeting Date: March 11, 2020

Staff Contact: Chris Martinovich, Transportation Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 19300091, Fairview Drive Waterline and Road Reconstruction Project, to Sierra Nevada Construction, Inc. for a total not to exceed amount of \$903,107.70 to be funded with Surface Transportation Block Grant (STBG) funds with the required match from the Regional Transportation Fund, and from the Water Utility Capital Projects account.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for the construction of a 12” water main, roadway reconstruction, and concrete sidewalk, driveway, and ADA ramp improvements for the Fairview Drive Waterline and Road Reconstruction Project. The construction contract is for the base bid of \$751,007, and alternate bid of \$70,000, for a total bid of \$821,007, plus a 10% contingency amount of \$82,100.70. The engineers estimate was \$965,000.00.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to award Contract No. 19300091 as presented.

Background/Issues & Analysis

The purpose of the project is to reconstruct a portion of Fairview Drive between Carson Street and Roop Street. The pavement condition has deteriorated due in large part to the previously high volumes of traffic before the I-580 freeway extension was completed in August 2017. The project includes pavement reconstruction, sidewalk and ADA enhancements, and waterline replacement along Fairview Drive.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on November 14, 2019. Two bids were opened at approximately 11:10 am on February 18, 2020, at 201 North Carson Street Suite 2, Carson City, NV 89701. Present during the bid opening were: Darcy Carpenter, Sierra Nevada Construction, Inc.; Leslie Skinner, Spanish Springs Construction; Pak Hughes, Western Nevada Supply; Brian Elder and Jeff Freeman, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bids were received from the following bidders. Please refer to Exhibit 1: Bid Tabulation for specifics.

	<u>Base Bid</u>	<u>Alternative Bid</u>	<u>Total Bid</u>
Sierra Nevada Construction, Inc.	\$751,007	\$70,000	\$821,007
Spanish Springs Construction, Inc.	\$1,018,444	\$93,000	\$1,111,444

Staff recommends award to Sierra Nevada Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Project #P303519010

-Regional Transportation fund, (Federal-STBG) Capital Projects-Construction account / 2503035-507010

-Water Utility fund, Capital Projects-Construction account / 5203505-507010

Is it currently budgeted? Yes No

If approved, the Regional Transportation fund, Capital Projects – Construction account / 2503035-507010 will be reduced by \$549,144.08, and the Water Utility fund, Capital Projects – Construction account / 5203505-507010 will be reduced by \$353,963.62.

Alternatives

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

Supporting Material

-Exhibit-1: 19300091 Bid Tabulation Report

-Exhibit-2: Draft Contract No. 19300091 Fairview Drive Waterline and Road Reconstruction Project

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362

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

Notice to Contractors Bid# 19300091 Fairview Dr Waterline & Road Reconstruction Project

Date and Time of Opening: February 18, 2020 @ 11:10am

Description			Bidder #1		Bidder # 2			
			Sierra Nevada Construction Inc		Spanish Springs Construction Inc			
BONDING Provided, \$, %, or no			Y		Y			
BIDDER acknowledges receipt addendums			5%		5%			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price		
Base Bid Items - Schedule A								
1	Mobilization/Demobilization	1 LS	\$10,000.00	\$10,000.00	\$26,108.00	\$26,108.00		
2	Traffic Control	1 LS	\$45,972.90	\$45,972.90	\$112,850.00	\$112,850.00		
3	Stormwater Pollution Prevention	1 LS	\$2,500.00	\$2,500.00	\$6,100.00	\$6,100.00		
4	Remove Existing Glue-down PCC Median Curb	1,000 LF	\$1.00	\$1,000.00	\$2.30	\$2,300.00		
5	Sawcut & Remove Existing PCC Sidewalk	1,830 SF	\$4.50	\$8,235.00	\$2.70	\$4,941.00		
6	Remove PCC Driveway	1,350 SF	\$7.50	\$10,125.00	\$3.50	\$4,725.00		
7	Remove PCC Curb Ramp	180 SF	\$7.00	\$1,260.00	\$2.80	\$504.00		
8	Sawcut & Remove Existing Curb & Gutter	200 LF	\$25.00	\$5,000.00	\$7.50	\$1,500.00		
9	Sawcut & Remove Existing AC Pavement and Base	17,090 SF	\$1.50	\$25,635.00	\$3.20	\$54,688.00		
10	Mill 3" existing AC Pavement (Haul to CCPW yard at 3505 Butti Way)	49,415 SF	\$0.50	\$24,707.50	\$0.40	\$19,766.00		
11	Lower/Raise Water Valve to Grade	4 EA	\$770.00	\$3,080.00	\$1,185.00	\$4,740.00		
12	Lower/Raise Manhole to Grade	5 EA	\$1,100.00	\$5,500.00	\$2,100.00	\$10,500.00		
13	Lower/Raise ATT Telco Vault to Grade	4 EA	\$2,000.00	\$8,000.00	\$1,775.00	\$7,100.00		
14	Lower/Raise ATT Manhole to Grade	1 EA	\$1,200.00	\$1,200.00	\$2,740.00	\$2,740.00		
15	Relocate ATT Vault	1 EA	\$1,800.00	\$1,800.00	\$6,390.00	\$6,390.00		
16	Relocate Elec. Box (NW Ped. Ramp)	1 EA	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00		
17	Relocate Type 1A Signal Light Pole and Relocate Push Button to 1A Pole From Signal Pole (All Signal Work Must Be Coordinated With Carson City Signal Staff)	1 LS	\$5,200.00	\$5,200.00	\$6,780.00	\$6,780.00		
18	Adjust Survey Monument Can to Grade. Reset Monument if Needed	1 EA	1000	\$1,000.00	1590	\$1,590.00		
19	Install 12" Diameter Top Slotted Drain	24 LF	185	\$4,440.00	545	\$13,080.00		
20	Construct PCC Median Curb	407 LF	46	\$18,722.00	30	\$12,210.00		
21	Construct Pedestrian Curb Ramp	200 SF	45	\$9,000.00	46	\$9,200.00		
22	Construct Type 1 Driveway Apron	1,700 SF	18	\$30,600.00	18	\$30,600.00		
23	Construct Type A Sidewalk	1,330 SF	12	\$15,960.00	13.5	\$17,955.00		
24	Construct Type 1 Curb & Gutter	110 LF	50	\$5,500.00	60	\$6,600.00		
25	Construct Retaining Curb	60 LF	45	\$2,700.00	45	\$2,700.00		
26	Construct AC Pavement Patch	680 SF	10	\$6,800.00	16	\$10,880.00		
27	Construct AC Pavement Driveway Transition	1,214 SF	14	\$16,996.00	16	\$19,424.00		
28	Construct 6" AC Pavement on 12" Agg. Base	15,815 SF	5	\$79,075.00	8	\$126,520.00		
29	Construct 3" Overlay	49,416 SF	2	\$98,832.00	2.5	\$123,540.00		
30	Install Street Sign	4 EA	750	\$3,000.00	590	\$2,360.00		
31	Paint 6" White Solid Stripe	46 LF	0.85	\$39.10	0.6	\$27.60		
32	Paint 6" White Bike Skip Stripe	18 LF	0.8	\$14.40	0.15	\$2.70		
33	Paint 8" White Solid Stripe	981 LF	1	\$981.00	0.8	\$784.80		

34	Paint 8" White Lane Continuation Stripe	40	LF	0.9	\$36.00	0.8	\$32.00		
35	Paint White 24" Stop Bar	168	LF	2	\$336.00	3	\$504.00		
36	Paint White 24" Crosswalk	820	LF	2.5	\$2,050.00	3	\$2,460.00		
37	Paint White Directional Arrow	22	EA	55	\$1,210.00	120	\$2,640.00		
38	Paint White Multi-Directional Arrow	4	EA	75	\$300.00	235	\$940.00		
39	Paint White Bike Lane Legend w/ Arrow	2	EA	150	\$300.00	180	\$360.00		
40	Paint double 4" Yellow Solid Stripe	634	LF	1	\$634.00	0.8	\$507.20		
41	Paint 6" Yellow Solid Stripe	261	LF	0.85	\$221.85	0.6	\$156.60		
42	Paint 4" White Skip Stripe	1,977	LF	0.25	\$494.25	0.3	\$593.10		

Base Bid - Schedule B: Waterline Replacement Items

43	Construct 12" Water Main	1,150	LF	115	\$132,250.00	190	\$218,500.00		
44	Abandon Exist 12" Water Main	1,120	LF	20	\$22,400.00	11	\$12,320.00		
45	Abandon Existing Water Valve	4	EA	400	\$1,600.00	535	\$2,140.00		
46	Install 12" Gate Valve	5	EA	3500	\$17,500.00	4210	\$21,050.00		
47	Install 6" Gate Valve	7	EA	2400	\$16,800.00	2700	\$18,900.00		
48	Install 4" Gate Valve	1	EA	2300	\$2,300.00	2335	\$2,335.00		
49	Connect to Existing Fire Hydrant Assembly	5	EA	2300	\$11,500.00	2960	\$14,800.00		
50	Install Sampling Station Hydrant	1	EA	5700	\$5,700.00	10925	\$10,925.00		
51	Connect to Existing Water Service	5	EA	3100	\$15,500.00	6285	\$31,425.00		
52	Permanent AC Patch for Waterline	5,500	SF	12	\$66,000.00	5	\$27,500.00		

BP.2	Total Base Bid Price (Schedule A and B)				\$751,007.00		\$1,018,444.00		
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Alternate Bid Items - Schedule C:

53	Stormwater Pollution Prevention	1	LS	500	\$500.00	1874	\$1,874.00		
54	Traffic Control	1	LS	7530.25	\$7,530.25	9596.5	\$9,596.50		
55	Sawcut & Remove Existing AC Pavement and Base	1,177	SF	4.75	\$5,590.75	5.5	\$6,473.50		
56	Sawcut & Remove Existing Curb & Gutter	308	LF	22	\$6,776.00	12.5	\$3,850.00		
57	Install Type 4-R Storm Drain Catch Basin	1	EA	5800	\$5,800.00	11570	\$11,570.00		
58	Adjust Utility Box Rim	4	EA	150	\$600.00	620	\$2,480.00		
59	Relocate Sprinklers	4	EA	200	\$800.00	120	\$480.00		
60	Construct Pedestrian Curb Ramp	83	SF	45	\$3,735.00	26	\$2,158.00		
61	Construct Type 1 Driveway Apron	476	SF	18	\$8,568.00	20	\$9,520.00		
62	Construct Type A Sidewalk	688	SF	12	\$8,256.00	13	\$8,944.00		
63	Construct Type 1 Curb & Gutter	133	LF	10	\$1,330.00	37	\$4,921.00		
64	Construct Valley Gutter and Spandrel	268	SF	30	\$8,040.00	23	\$6,164.00		
65	Construct AC Pavement Patch	807	SF	11	\$8,877.00	20	\$16,140.00		
66	Construct AC Pavement Driveway Transition	327	SF	11	\$3,597.00	27	\$8,829.00		
	Total Bid Price (Schedule C)				\$70,000.00		\$93,000.00		

Total Bid Price written in words? y/n	Y	Y	
Bidder Information provided? y/n	Y	Y	
Sub Contractors listed? y/n or none	Y	Y	
Bid Document executed? y/n	Y	Y	
Apprenticeship Documentation submitted with bid? y/n	Y	Y	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300091

Title: Fairview Drive Waterline and Road Reconstruction Project

THIS CONTRACT made and entered into this 11th day of March, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Sierra Nevada Construction, Inc., hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 19300091**, titled **Fairview Drive Waterline and Road Reconstruction Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.19300091 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete **WORK**. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300091

Title: Fairview Drive Waterline and Road Reconstruction 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:

Kevin L. Robertson, President
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

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

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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Eight Hundred Twenty One Thousand Seven Dollars and 00/100 (\$821,007.00).

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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300091

Title: Fairview Drive Waterline and Road Reconstruction Project

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300091

Title: Fairview Drive Waterline and Road Reconstruction Project

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Attn: Carol Akers
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 19300091
Project# P303519010
Account# 2503035 507010
5203505 507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Kevin L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 00004425

NEVADA CONTRACTORS LICENSE #: 25565

Address: PO Box 50760

City: Sparks

State: NV

Zip Code: 89435

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300091

Title: Fairview Drive Waterline and Road Reconstruction Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 11, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300091** and titled **Fairview Drive Waterline and Road Reconstruction Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 11th day of March, 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 11th day of March, 2020

PERFORMANCE BOND

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

Bond #: _____

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# 1930091 and titled Fairview Drive Waterline and Road Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 19300091** and titled **Fairview Drive Waterline and Road Reconstruction Project**

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	

Printed Name of Principal: _____

Attest By: _____ (Signature of Notary)

Subscribed and Sworn before me this _____ **day of** _____ **,20**____

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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# 1930091 and titled Fairview Drive Waterline and Road Reconstruction Project** in accordance
with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 19300091** and titled **Fairview Drive Waterline and Road Reconstruction 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 Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Attached Bid dollars (\$ 5%) 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 # **19300091**, PWP # **CC-2020-068**, for the Project Title: **"Fairview Drive Waterline and Road Reconstruction Project"**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: January 13, 2020

Sierra Nevada Construction, Inc.

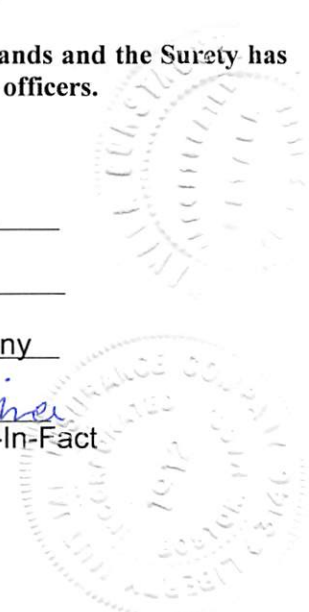
Principal

By: Kevin L. Robertson, President

Liberty Mutual Insurance Company

Surety

By: Cassandra Medina
Cassandra Medina, Attorney-In-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Exhibit A

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

Certificate No: 8200430

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea M. Cantlon, Cassandra Medina, Patricia Owens, Nicholas D. Rossi, Teri L. Wood

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2019.



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

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

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

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

BID PROPOSAL

BID # 19300091

BID TITLE: "Fairview Drive Waterline and Road Reconstruction 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 ninety (90) 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.**

1, 2, 3

BIDDER acknowledges receipt of 4, 5 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Base Bid Schedule A: Street Reconstruction Items					
1	Mobilization/Demobilization	1	LS	10,000.00	10,000.00
2	Traffic Control	1	LS	45,972.90	45,972.90
3	Stormwater Pollution Prevention	1	LS	2,500.00	2,500.00
4	Remove Existing Glue-down PCC Median Curb	1,000	LF	1.00	1,000.00
5	Sawcut & Remove Existing PCC Sidewalk	1,830	SF	4.50	8,235.00
6	Remove PCC Driveway	1,350	SF	7.50	10,125.00
7	Remove PCC Curb Ramp	180	SF	7.00	1,260.00
8	Sawcut & Remove Existing Curb & Gutter	200	LF	25.00	5,000.00
9	Sawcut & Remove Existing AC Pavement and Base	17,090	SF	1.50	25,635.00
10	Mill 3" existing AC Pavement (Haul to CCPW yard at 3505 Butti Way)	49,415	SF	0.50	24,707.50
11	Lower/Raise Water Valve to Grade	4	EA	770.00	3,080.00
12	Lower/Raise Manhole to Grade	5	EA	1,100.00	5,500.00
13	Lower/Raise ATT Telco Vault to Grade	4	EA	2,000.00	8,000.00
14	Lower/Raise ATT Manhole to Grade	1	EA	1,200.00	1,200.00
15	Relocate ATT Vault	1	EA	1,800.00	1,800.00
16	Relocate Elec. Box (NW Ped. Ramp)	1	EA	1,000.00	1,000.00
17	Relocate Type 1A Signal Light Pole and Relocate Push Button to 1A Pole From Signal Pole (All Signal Work Must Be Coordinated With Carson City Signal Staff)	1	LS	5,200.00	5,200.00
18	Adjust Survey Monument Can to Grade. Reset Monument if Needed	1	EA	1,000.00	1,000.00
19	Install 12" Diameter Top Slotted Drain	24	LF	185.00	4,440.00
20	Construct PCC Median Curb	407	LF	46.00	18,722.00
21	Construct Pedestrian Curb Ramp	200	SF	45.00	9,000.00
22	Construct Type 1 Driveway Apron	1,700	SF	18.00	30,600.00
23	Construct Type A Sidewalk	1,330	SF	12.00	15,960.00
24	Construct Type 1 Curb & Gutter	110	LF	50.00	5,500.00

BID PROPOSAL

25	Construct Retaining Curb	60	LF	45.00	2,700.00
26	Construct AC Pavement Patch	680	SF	10.00	6,800.00
27	Construct AC Pavement Driveway Transition	1,214	SF	14.00	16,996.00
28	Construct 6" AC Pavement on 12" Agg. Base	15,815	SF	5.00	79,075.00
29	Construct 3" Overlay	49,416	SF	2.00	98,832.00
30	Install Street Sign	4	EA	750.00	3,000.00
31	Paint 6" White Solid Stripe	46	LF	0.85	39.10
32	Paint 6" White Bike Skip Stripe	18	LF	0.80	14.40
33	Paint 8" White Solid Stripe	981	LF	1.00	981.00
34	Paint 8" White Lane Continuation Stripe	40	LF	0.90	36.00
35	Paint White 24" Stop Bar	168	LF	2.00	336.00
36	Paint White 24" Crosswalk	820	LF	2.50	2,050.00
37	Paint White Directional Arrow	22	EA	55.00	1,210.00
38	Paint White Multi-Directional Arrow	4	EA	75.00	300.00
39	Paint White Bike Lane Legend w/ Arrow	2	EA	150.00	300.00
40	Paint double 4" Yellow Solid Stripe	634	LF	1.00	634.00
41	Paint 6" Yellow Solid Stripe	261	LF	0.85	221.85
42	Paint 4" White Skip Stripe	1,977	LF	0.25	494.25
Base Bid - Schedule B: Waterline Replacement Items					
43	Construct 12" Water Main	1,150	LF	115.00	132,250.00
44	Abandon Exist 12" Water Main	1,120	LF	20.00	22,400.00
45	Abandon Existing Water Valve	4	EA	400.00	1,600.00
46	Install 12" Gate Valve	5	EA	3,500.00	17,500.00
47	Install 6" Gate Valve	7	EA	2,400.00	16,800.00
48	Install 4" Gate Valve	1	EA	2,300.00	2,300.00
49	Connect to Existing Fire Hydrant Assembly	5	EA	2,300.00	11,500.00
50	Install Sampling Station Hydrant	1	EA	5,700.00	5,700.00
51	Connect to Existing Water Service	5	EA	3,100.00	15,500.00
52	Permanent AC Patch for Waterline	5,500	SF	12.00	66,000.00
BP.2	Total Base Bid Price (Schedule A and B)			751,007.00	
Alternate Bid Items - Schedule C:					
53	Stormwater Pollution Prevention	1	LS	500.00	500.00
54	Traffic Control	1	LS	7,530.25	7,530.25
55	Sawcut & Remove Existing AC Pavement and Base	1,177	SF	4.75	5,590.75
56	Sawcut & Remove Existing Curb & Gutter	308	LF	22.00	6,776.00
57	Install Type 4-R Storm Drain Catch Basin	1	EA	5,800.00	5,800.00
58	Adjust Utility Box Rim	4	EA	150.00	600.00
59	Relocate Sprinklers	4	EA	200.00	800.00
60	Construct Pedestrian Curb Ramp	83	SF	45.00	3,735.00
61	Construct Type 1 Driveway Apron	476	SF	18.00	8,568.00
62	Construct Type A Sidewalk	688	SF	12.00	8,256.00
63	Construct Type 1 Curb & Gutter	133	LF	10.00	1,330.00
64	Construct Valley Gutter and Spandrel	268	SF	30.00	8,040.00
65	Construct AC Pavement Patch	807	SF	11.00	8,877.00
66	Construct AC Pavement Driveway	327	SF	11.00	3,597.00

BID PROPOSAL

	Transition				
BP.3	Total Alternate Bid Price (Schedule C)			70,000.00	

BP.4 Total Base (Schedule (A) and (B)) Bid Price Written in Words:

Seven hundred fifty one thousand seven dollars no cents

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

Seventy thousand dollars no cents

BP.6 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No & DUNS No.:	88-0245093 & 361701170
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title:	Kevin L. Robertson/President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BP.7 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, General Engineering

BID PROPOSAL

Limitation(s) of License:	Unlimited	
Date Issued:	7/5/88	
Date of Expiration:	7/31/21	
Name of Licensee:	Sierra Nevada Construction, Inc.	
Carson City Business License Number:	19-00004425	
Date Issued:	12/28/18	
Date of Expiration:	12/31/19	*Carson City unable to process renewal 90 day grace period issued
Name of Licensee:	Sierra Nevada Construction, Inc.	

BP.8 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88

BID PROPOSAL

Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

BP.9 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
see attached	
Name 1)	

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

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

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Area Manager
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

BID PROPOSAL

BP.10 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):	see attached
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

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

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Regional Transportation Commission	S. Virginia Street Phase 1	\$13,356,188.00	Reconstruct	05/01/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	2018 Preventative Maintenance	\$2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMIGID Arrowcreek BPS Main	\$2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
City of Reno	2017 Sewer Lift Station Replacement	\$3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$7,958,567.00	Sitework	04/15/18	Don Frank	602-679-6460	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhart	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunevill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Project	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yoltan	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 3, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurface	\$1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County 2014-15 Slurry Seal	\$1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Town of Truckee	Glenshire Drive Phase II	\$2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$513,889.00	Trail Reconstruction	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$1,375,385.00	Site Reconstruction	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$616,652.00	Waterline/Backflow Upgrade	04/14/14	Thror Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$1,376,007.00	Street Reconstruct/Underground Utiliti	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Gardnerville General Improvement District	2013 Street Rehab	\$677,007.00	Street Maintenance	08/20/13	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
California Department of Transportation	Caltrans 03-4M5604 Glenn County	\$559,007.00	Pave and Microseal	08/15/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Ma	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$2,696,007.00	Asphalt Overlay	08/31/12	Michael Hollrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$167,007.00	Street Reconstruction/Cattleguard	07/31/12	Martene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	Street Reconstruction	07/30/12	Bob Schriker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	Street Reconstruction	03/12/12	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crecent Valley Water Treatment Plant	\$1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Lyon County	Afonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/01/10	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpemickel	\$9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

BID PROPOSAL

BP. 11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



 Signature of Authorized Certifying Official

 Kevin L. Robertson
 Printed Name

 President
 Title

 February 18, 2020
 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
2017	0.68	1.14
2018	0.62	2.84

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

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	NV Contractor License # 25565 DUNS# 361701170	Limit of License Unlimited
Description of work <i>Mobilization, traffic control, PCC demo, milling (partial), utility adjustments, underground, concrete flatwork, grading, paving, signs and striping</i>		
Name of Subcontractor <i>None</i>	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.13 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 Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	NV Contractor License # 25565 DUNS# 361701170	Limit of License Unlimited
Description of work <i>Mobilization, traffic control, PCC demo, milling (partial), utility adjustments, underground, concrete flatwork, grading, paving, signs & striping</i>		
Name of Subcontractor <i>None</i>	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 14 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 Pavement Recycling Systems, Inc.	Address 2150 Bell Ave, Suite 125, Sacramento, CA 95838	
Phone 530-650-4920	NV Contractor License # 36228 DUNS# 609006619	Limit of License unlimited
Description of work coldmill (partial)		
Name of Subcontractor Titan Electrical	Address 5450 Mill Street, Reno, NV 89502	
Phone 775-857-4500	NV Contractor License # 69814 DUNS# 011493217	Limit of License unlimited
Description of work electrical		
Name of Subcontractor F3 Survey	Address 2415 Pyramid Way, Unit B, Sparks, NV 89431	
Phone 775-451-7255	NV Contractor License # N/A DUNS# 172210309	Limit of License N/A
Description of work survey		
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.15

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:				CONTRACT NUMBER: _____	
	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.16 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Fairview Drive Waterline and Road Reconstruction Project", contract number **19300091**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

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

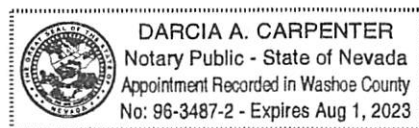
(Signature of Bidder)

DATED: February 18, 2020

Signed and sworn (or affirmed) before me on this 18th day of February, 2020, by

Kevin L. Robertson

(Signature of Notary)



(Notary Stamp)

DBE Information
Completed Form Required

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: Sierra Nevada Construction, Inc.

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
Cinderlite Trucking - Carson City, NV	775-882-4483	N/A	N/A	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes No
K & B Transportation - Sparks, NV	775-331-5152	N/A	N/A	<input checked="" type="checkbox"/> Yes No	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No
Pavement Recycling Systems - Sacramento, CA	530-650-4920	36228	unlimited	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No
Titan Electrical - Reno, NV	775-857-4500	69814	unlimited	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No
Western Nevada Supply - Reno, NV	775-353-0203	N/A	N/A	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes No
Jensen Precast - Sparks, NV	775-359-6200	N/A	N/A	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes No
Q & D Construction - Sparks, NV	775-342-6000	N/A	N/A	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes No
F3 Survey - Sparks, NV	707-748-4300	N/A	N/A	<input checked="" type="checkbox"/> Yes No	Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No
Battle Born Ventures - Sparks, NV	775-813-4934	N/A	N/A	Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.:

Contractor: Sierra Nevada Construction, Inc.

Project No(s): P303519010

Address: P.O. Box 50760, Sparks, Nevada 89435

Total Bid Amount \$ 821,007.00

Contract DBE Goal: 2 %.

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

DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
<u>K&B Transportation - PO Box 50052, Sparks, NV 89435</u>	<u>775-331-5152</u>	<u>20-25, 43-52</u>	<u>16,500.00</u>	<u>NV20235691 NUCP</u>	<u>trucking</u>

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

--

DBE SUPPLIERS:


DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

--

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ 16,500.00

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 2.01 %

 2/18/20
Contractor's Signature Kevin L. Robertson Date

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

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

Telephone No. 775-355-0420

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


Contract No.: _____ Contractor: Sierra Nevada Construction, Inc.
 Project No(s): P303519010 Address: P.O. Box 50760, Sparks, Nevada 89435
 Total Bid Amount \$ 821,007.00

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

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1-9, 10 (partial), 11-15, 18-66	25565	Unlimited	Mobilization, traffic control, PCC demo, milling (partial), utility adjustments, underground, concrete & lastwork, grading, paving, signs & striping
None					

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

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



 Contractor's Signature Kevin L. Robertson Date 2/18/20

Telephone No. 775-355-0420

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Contractor: Sierra Nevada Construction, Inc.

Project No(s): P303519010


Address: P.O. Box 50760, Sparks, Nevada 89435

Bid Amount \$ 821,007.00

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1-9, 10 (partial), 11-15, 18-66	25565	Unlimited	Mobilization, traffic control, PCC demo, milling (partial), utility adjustments, underground, concrete flatwork, grading, paving, signs & striping
None					

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


 Contractor's Signature Kevin L. Robertson 2/18/20
 Date

Telephone No. 775-355-0420

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Required only if the total bid amount is greater than \$25 million

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____


Total Bid Amount \$ _____

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
N/A					

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

Telephone No. 775-355-0420


 Contractor's Signature Kevin L. Robertson 2/18/20
 Date

Affidavit Required Under 23 USC Section 112(c)

Completed Form Required

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada
COUNTY OF Washoe } SS

I, Kevin L. Robertson (Name of party signing this affidavit and the Proposal Form) President (title).
being duly sworn do depose and say: That Sierra Nevada Construction, Inc.
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

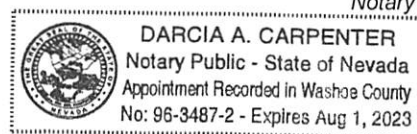
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency,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

[Signature]
Signature
 President
Title

Sworn to before me this 18th day of February , 20 20

(SEAL)

Darcia A. Carpenter
Notary Public, Judge or other Official



Certification Required By Section 1352 of Title 31

Completed Form Required

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

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

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

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

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

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

Kevin L. Robertson
 Name (please type or print)


 Signature

President
 Title

Disclosure of Lobbying Activities

Completed Form Required

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.


Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><input type="checkbox"/> 11. Amount of Payment (check all that apply): <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: <u>Kevin L. Robertson</u> Title: <u>President</u> Telephone No.: <u>775-355-0420</u> Date: <u>2/18/20</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

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

STATE OF NEVADA
Office of the Labor Commissioner
 Carson City

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

Project Workforce Checklist

Contract No.: _____ Project Name: Fairview Drive Waterline and Road Reconstruction


Contractor/Subcontractor: Sierra Nevada Construction, Inc.

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Alarm Installer	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cement Mason, can also include plasterers.	Yes <input checked="" type="checkbox"/>	No	N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/>	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Highway Striper (See Laborers)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron).	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripier, landscaper, and traffic barrier erector.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Lubrication and Service Engineer	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Mechanical Insulator	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
 Name and Title: MIKE ROOLEY, CHIEF ESTIMATOR
 Date: 2/12/2020
 Contractor Name: Sierra Nevada Construction, Inc.

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NEUTS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: Operating Engineers Local #3

Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Operating Engineers Local #3 JATC

Contact Person/Title: Brian Prather

Address: P.O. Box 20862, Reno, NV 89515

Tel No.: (775) 575-2729 Fax No.: () Email: nnvjacbp@aol.com;cc:jgardella@oe3.org

Requestor Information:

Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565

Contact Person/Title: Darcy Carpenter/Contract Administrator

Address: P.O. Box 50760, Sparks, NV 89435

Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: blds@snc.blz

Availability Request Information:

Number of Apprentice(s) Required: 1 Craft or Trade: Operator

Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7:00 am

Name of Person to Report to: Dispatch

Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:

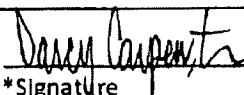
Contract Name/Number: Fairview Dr Waterline & Road Recons Project Location: Carson City, Nevada

Awarding Body Name: Carson City

Contact Person/Title: Carol Akers/Purchasing and Contract Administrator

Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator



2/13/20

Print Name/Title

*Signature

Date

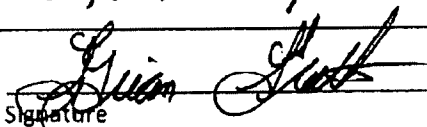
*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:

Request Denied:

Notes: Please give five (5) business days notice prior to dispatch

Brian Prather Administrator



2/14/20

Print Name/Title

Signature

Date

Date Received: 2-13-20

Date Returned: 2-14-20

Darcy Carpenter

From: Darcy Carpenter
Sent: Thursday, February 13, 2020 4:10 PM
To: nnvjacbp@aol.com
Cc: Joseph Gardella
Subject: Apprenticeship Request Form
Attachments: 2020_02_13_16_09_46.pdf

Attached please find our Apprenticeship Request Form for the Carson City Fairview Drive Waterline and Road Reconstruction Project.

Thank you.

Darcy

Darcy Carpenter, Contract Administrator

SIERRA NEVADA CONSTRUCTION, INC.

2055 E. Greg Street Sparks, NV 89431

Office: 775.355.0420 **Fax:** 775.355.0535

Web: www.snc.biz **Visit Us On:** [Facebook](#) | [LinkedIn](#)

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1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
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STATE OF NEVADA
Office of the Labor Commissioner

Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: Operating Engineers Local #3 Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Operating Engineers Local #3 JATC
Contact Person/Title: Brian Prather
Address: P.O. Box 20862, Reno, NV 89515
Tel No.: (775) 575-2729 Fax No.: () Email: nnvjacbp@aol.com;cc:jgardella@oe3.org

Requestor Information:
Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565
Contact Person/Title: Darcy Carpenter/Contract Administrator
Address: P.O. Box 50760, Sparks, NV 89435
Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: bids@snc.biz

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Operator
Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7:00 am
Name of Person to Report to: Dispatch
Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:
Contract Name/Number: Fairview Dr Waterline & Road Recons Project Location: Carson City, Nevada
Awarding Body Name: Carson City
Contact Person/Title: Carol Akers/Purchasing and Contract Administrator
Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator
Print Name/Title
Signature: [Handwritten Signature]
Date: 2/13/20

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: [] Request Denied: []

Notes: _____

Print Name/Title _____ Signature _____ Date _____
Date Received: _____ Date Returned: _____

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
 Phone: (775) 684-1890
 Fax: (775) 687-6409
 E-Mail: AUA@labor.nv.gov

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STATE OF NEVADA
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REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

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You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.ovinn.nv.gov/Apprenticeship/AboutSAC/. *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: Cement Masons #797 Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Cement Masons #797 JATC
Contact Person/Title: Jesse Barajas
Address: 810 Gleeson Way, Sparks, NV 89431
Tel No.: (775) 722-9621 Fax No.: () Email: jbarajas@opcmianevada.org

Requestor Information:
Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565
Contact Person/Title: Darcy Carpenter/Contract Administrator
Address: P.O. Box 50760, Sparks, NV 89435
Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: bids@snc.biz

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Cement Mason
Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7 : 00 am
Name of Person to Report to: Dispatch
Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:
Contract Name/Number: Fairview Dr Waterline & Road Recons Project Location: Carson City, Nevada
Awarding Body Name: Carson City
Contact Person/Title: Carol Akers/Purchasing and Contracts Administrator
Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator Darcy Carpenter 2 / 13 / 20
 Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Jesse Barajas Business Agent Jesse Barajas 2 / 17 / 20
 Print Name/Title Signature Date
2 / 17 / 20 2 / 17 / 20
 Date Received: Date Returned:

Darcy Carpenter

From: Darcy Carpenter
Sent: Monday, February 17, 2020 3:16 PM
To: 'jbarajas@opcmianevada.org'
Subject: FW: Apprenticeship Request Form
Attachments: 2020_02_13_16_10_38.pdf

Second Request

From: Darcy Carpenter
Sent: Thursday, February 13, 2020 4:11 PM
To: jbarajas@opcmianevada.org
Subject: Apprenticeship Request Form

Attached please find our Apprenticeship Request Form for the Carson City Fairview Drive Waterline and Road Reconstruction Project.

Thank you.

Darcy

Darcy Carpenter, Contract Administrator
SIERRA NEVADA CONSTRUCTION, INC.
2055 E. Greg Street Sparks, NV 89431
Office: 775.355.0420 **Fax:** 775.355.0535
Web: www.snc.biz **Visit Us On:** [Facebook](#) | [LinkedIn](#)

Darcy Carpenter

From: Darcy Carpenter
Sent: Thursday, February 13, 2020 4:11 PM
To: 'jbarajas@opcmianevada.org'
Subject: Apprenticeship Request Form
Attachments: 2020_02_13_16_10_38.pdf

Attached please find our Apprenticeship Request Form for the Carson City Fairview Drive Waterline and Road Reconstruction Project.

Thank you.

Darcy

Darcy Carpenter, Contract Administrator

SIERRA NEVADA CONSTRUCTION, INC.

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REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

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Request Submitted to: Cement Masons #797 Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Cement Masons #797 JATC
Contact Person/Title: Jesse Barajas
Address: 810 Gleeson Way, Sparks, NV 89431
Tel No.: (775) 722-9621 Fax No.: () Email: jbarajas@opcmianevada.org

Requestor Information:
Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565
Contact Person/Title: Darcy Carpenter/Contract Administrator
Address: P.O. Box 50760, Sparks, NV 89435
Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: bids@snc.biz

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Cement Mason
Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7:00 am
Name of Person to Report to: Dispatch
Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:
Contract Name/Number: Fairview Dr Waterline & Road Recons Project Location: Carson City, Nevada
Awarding Body Name: Carson City
Contact Person/Title: Carol Akers/Purchasing and Contracts Administrator
Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator Darcy Carpenter 2/13/20
Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

_____ / / _____
Print Name/Title Signature Date
Date Received: _____ Date Returned: _____

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Carson City, Nevada 89706
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Request Submitted to: Laborers 169

Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Laborers 169 JATC

Contact Person/Title: Skip Daly

Address: 570 Reactor Way, Reno, NV 89502

Tel No.: (775) 856-0169 Fax No.: () Email: luna169@sbcglobal.net

Requestor Information:

Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565

Contact Person/Title: Darcy Carpenter/Contract Administrator

Address: P.O. Box 50760, Sparks, NV 89435

Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: bids@snc.biz

Availability Request Information:

Number of Apprentice(s) Required: 1 Craft or Trade: Laborer

Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7:00 am

Name of Person to Report to: Dispatch

Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:

Contract Name/Number: Fairview Drive Waterline & Road Rec Project Location: Carson City, Nevada

Awarding Body Name: Carson City

Contact Person/Title: Carol Akers/Purchasing and Contracts Administrator

Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator

2/13/20

Print Name/Title

*Signature

Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:

Request Denied:

Notes:

Richard Daly Business Manager

2/13/20

Print Name/Title

Signature

Date

Date Received: 2-13-20

Date Returned: 2-14-20

Darcy Carpenter

From: Darcy Carpenter
Sent: Thursday, February 13, 2020 4:09 PM
To: liuna169@sbcglobal.net
Subject: Apprenticeship Request Form
Attachments: 2020_02_13_12_34_13.pdf

Attached please find our Apprenticeship Request Form for the Carson City Fairview Drive Waterline and Road Reconstruction Project.

Thank you.

Darcy

Darcy Carpenter, Contract Administrator

SIERRA NEVADA CONSTRUCTION, INC.

2055 E. Greg Street Sparks, NV 89431

Office: 775.355.0420 **Fax:** 775.355.0535

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Request Submitted to: Laborers 169 Date Request Submitted: 2/13/20

Name of Registered Apprenticeship Program: Laborers 169 JATC
Contact Person/Title: Skip Daly
Address: 570 Reactor Way, Reno, NV 89502
Tel No.: (775) 856-0169 Fax No.: () Email: liuna169@sbcglobal.net

Requestor Information:
Contractor/Subcontractor: Sierra Nevada Construction, Inc. License Number: 25565
Contact Person/Title: Darcy Carpenter/Contract Administrator
Address: P.O. Box 50760, Sparks, NV 89435
Tel No.: (775) 355-0420 Fax No.: (775) 355-0535 Email: bids@snc.biz

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Laborer
Apprentice(s) Report Date: June 1, 2020 (5 business days' notice required) Report Time: 7:00 am
Name of Person to Report to: Dispatch
Address to Report to: 2055 E. Greg Street, Sparks, NV 89431

Project Information:
Contract Name/Number: Fairview Drive Waterline & Road Recc Project Location: Carson City, Nevada
Awarding Body Name: Carson City
Contact Person/Title: Carol Akers/Purchasing and Contracts Administrator
Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: cakers@carson.org

Darcy Carpenter, Contract Administrator  2/13/20
Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Print Name/Title _____ Signature _____ Date _____
Date Received: _____ Date Returned: _____

Project Workforce Checklist

Contract No.: _____ Contractor/Subcontractor: K & B Transportation LLC

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver <i>NO Apprenticeship Program</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: Trudi Bush Date: 2/17/2020

Name and Title: Trudi Bush / Managing Mbr

Project Workforce Checklist

Contract No.: _____ Contractor/Subcontractor: Pavement Recycling Systems
 Fairview Drive, Carson City, NV

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier, includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer, can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 2/17/2020

Name and Title: Sharon Groesbeck, Estimator

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

Project Workforce Checklist

Contract No.: P3035519010 Contractor/Subcontractor: Titan Electrical Contracting

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: B B Date: 2/17/20

Name and Title: Bart Black/ Project Manager

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OFFICE OF THE LABOR COMMISSIONER
 1818 COLLEGE PARKWAY, SUITE 102
 CARSON CITY, NEVADA 89706
 PHONE (775) 684-1890
 FAX (775) 687-8409
 E-Mail: mail1@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner
 Carson City

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

Project Workforce Checklist

Contract No.: _____ Project Name: Fairview Drive Waterline and Road Reconstruction

Contractor/Subcontractor: F3 & Associates, Inc. (Surveying)

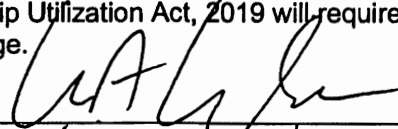
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cement Mason , can also include plasterers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron).	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Laborer , can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, and traffic barrier erector.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Clear Page

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

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
 Name and Title: Lionel Largaes, Dir.
 Date: 2/18/20
 Contractor Name: F3 & ASSOCIATES

PS

ATTACHMENT A - STATE PREVAILING WAGE RATES
STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
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FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

**2020 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL COUNTIES**

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

ATTACHMENT B - DAVIS BACON WAGE RATES

"General Decision Number: NV20190023 10/04/2019

Superseded General Decision Number: NV20180060

State: Nevada

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

County: Carson City County in Nevada.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

B-1

"General Decision Number: NV20190011 08/09/2019

Superseded General Decision Number: NV20180011

State: Nevada

Construction Type: Highway

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

County: Carson City County in Nevada.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth

B-10



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: March 11, 2020
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: February 26, 2020
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of January 2020

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	520	1,309
Street Patching Operation (tons of asphalt)	0	410
Pot Holes Repaired	17	31

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	96	599
Tree Removal	0	11
Tree Replacement	0	3
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	13
Weed Abatement Chemical Sprayed (gallons applied)	0	3300

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	13.5	241
Curb & Gutter (linear feet)	42	1200
Sidewalk & Flat Work (sq/ft)	499	8849
Wheel Chair Ramps	0	2
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc (yards)	Hauled 230 yards of DG from Spooner pit to the Corp yard	2,070
Shoulder Work on Asphalt Roads	550	4268
Debris Cleaned	0	626.75

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	411	6934
Lineal foot of ditch cleared	233	6582
Pipe Hydro Flushed (linear feet)	61	1234
Drainage Inlets Cleaned	53	411
Sediment Removed from Ditches (yards)	411	6934

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	474.5	3818.2
Material Picked Up (yards)	315	2266
City Parking Lots Swept	0	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	34	234
Bins Hauled for Sweeping Operation (yards)	37	270
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	28
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	141	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	55	100
Signs Replaced	74	114
Sign Post Replaced	9	29
Signs Replaced due to Graffiti Damage	11	24
Delineators Replaced	23	81
Cross Walks Painted	0	191
Stop Bars Painted	0	168
Yield Bars Painted	0	89
Right Arrows Painted	0	27
Left Arrows Painted	0	149
Straight Arrows Painted	0	6
Stop (word) Painted	0	10
Only (word) Painted	0	11
Bike Symbol & Arrow	0	0
Curb Painted (linear feet)	0	78
Install Street, bicycle, and pedestrian counters	16	45

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	4 Snow Events - 191 yards of salt/sand mixture - 9,323 of brine	20
Rain Event/Flood Control	0	3
Wind	0	0