



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 6, 2020

Staff Contact: Carol Akers and Darren Schulz

Agenda Title: 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 funded from the Infrastructure Tax, Redevelopment Revolving, Regional Transportation, Water, Wastewater, and Stormwater Funds. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: This contract is to provide CMAR Construction Services for the South Carson Complete Street Project which includes, but is not limited to: Construction and management of the delivery of the project based on a Guaranteed Maximum Price (GMP) contract to include construction, utility coordination, scheduling, procurement, subcontractors/supplier bids and proposal award, management bonds, insurance, contract administration billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm, Sierra Nevada Construction, Inc., was selected via RFP #1718-083 Request for Proposals for Construction Manager at Risk (CMAR).

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

On December 21, 2017, the Board of Supervisors approved Contract No. 1718-083 with Sierra Nevada Construction, Inc. for pre-construction services, for a not to exceed amount of \$63,007.

Background/Issues & Analysis

REQUEST FOR PROPOSAL was published in the Nevada Appeal on September 26, 2017 and posted on the City's website. Three proposals were received and the evaluation committee reviewed each proposal and interviewed all three firms. The committee recommended Sierra Nevada Construction for the project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P303517037:

Infrastructure Tax Fund- Capital Construction Account # 3100615-507010

Redevelopment Revolving Fund- Capital Construction Account # 6037510-507010

Regional Transportation Fund (State and TIGER Funds)- Capital Construction Account # 2503035-507010

Water Utility Fund - Capital Construction Account # 5203505-507010

Wastewater Utility Fund - Capital Construction Account # 5103205-507010

Stormwater Utility Fund - Capital Construction Account # 5053705-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P303517037:

Account # 3100615-507010 will be reduced by \$1,399,331.47

Account # 6037510-507010 will be reduced by \$199,711.83

Account # 2503035-507010 will be reduced by \$14,137,989.65

Account # 5203505-507010 will be reduced by \$531,506.20

Account # 5103205-507010 will be reduced by \$205,320.61

Account # 5053705-507010 will be reduced by \$3,559,898.75

The available project budget for construction is \$20,038,222. The Regional Transportation funds used on the project are comprised of the following: \$5,128,847 transferred from the State to the City via a Highway Agreement for the relinquishment of the South Carson Street right-of-way and \$1,222,372 transferred from the State to the City via a Cooperative Agreement (both specifically allocated to fund the South Carson Complete Streets Project); \$7,570,202 of reimbursable funds related to the Transportation Investment Generating Economic Recovery (TIGER) grant; Complete Streets Program donations collected at the Carson City Department of Motor Vehicles (DMV) for use on complete streets projects; as well as approved funds to cover the costs of the proposed pedestrian flashing beacons at the Stewart Street/S. Carson Street roundabout. A detailed summary of the project budget is included as an attachment to this staff report. Any remaining funds will be returned to their respective funding accounts for use on future capital projects.

Alternatives

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

Attachments:

[Project Budget Summary.pdf](#)

[GMP Summary.pdf](#)

[GMP Bid Tab.pdf](#)

[1718-083A Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

South Carson Complete Streets Project (P303518001- Design and P303517037-Construction)

Project Budget Summary

Description	Project #/Account #	Actual/ Awarded Amount	Budget	Balance	Notes
Design Engineering and Support Services	Project #: P303518001 Account #: 3100615-507010	\$798,231.00	\$798,231.00	\$0.00	Includes costs associated with staff time for design and project management, design consultants (survey, geotechnical, roundabout design, and environmental), independent cost estimator consultant, and pre-construction services by CMAR
Construction Engineering and Support Services	Project #: P303518001 and P303517037 Account #: 3100615-507010 2503035-507010 5203505-507010 5103205-507010 5053705-507010	\$310,190.00	\$530,540.00	\$220,350.00	Includes costs associated with staff time for construction management and inspection, and construction consultants (materials testing, cultural/environmental monitoring). The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project. Contract No. 1819-240 for possible approval to CME at February 6, 2020 Board of Supervisors meeting
Construction	Project #: P303517037 Account #: 3100615-507010 6037510-507010 2503035-507010 5203505-507010 5103205-507010 5053705-507010	\$20,033,758.51	\$20,038,222.00	\$4,463.49	Contract No. 1718-083A for possible approval to Sierra Nevada Construction, Inc. at February 6, 2020 Board of Supervisors meeting

Total= \$21,142,179.51 \$21,366,993.00 \$224,813.49

Note- A portion of the remaining budgeted funds will be used on City Staff time for construction management and inspection services during construction. Any remaining funds after project completion will be returned to their respective funding accounts for use on future capital projects

Project Budget (P303518001- Design and P303517037-Construction)- Funding Allocation Summary

Fund	Account #	Total Budget Amount
Stormwater Utility Fund	5053705-507010	\$3,610,811
Water Utility Fund	5203505-507010	\$557,000
Wastewater Utility Fund	5103205-507010	\$231,000
Regional Transportation Fund (State and TIGER)	2503035-507010	\$14,188,384
Redevelopment Revolving Fund	6037510-507010	\$205,000
Infrastructure Tax Fund	3100615-507010	\$2,574,798
		\$21,366,993

SOUTH CARSON COMPLETE STREETS PROJECT
Date: 1/27/20
PWP # PWP-CC-2020-128
Project # P303517037 Contract No. 1718-083A
GMP SUMMARY

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

Cost of the Work (excluding General Conditions) = \$	17,278,655.15
CMAR's General Conditions = \$	596,727.49
CMAR's Fee = \$	1,182,725.87
Contingency = \$	655,250.00
Bonds and Insurance = \$	320,400.00

Total Guaranteed Maximum Price = \$ 20,033,758.51

Cost of Work Summary:

R Demolition and Removals	\$	849,491.92
L Landscaping	\$	1,395,207.27
C Concrete and Paving	\$	5,687,220.14
RAB Roundabout	\$	1,322,418.74
E Electrical	\$	2,457,830.79
T Signage and Striping	\$	223,379.82
SD Storm Drain	\$	3,373,026.50
SS Sewer	\$	105,202.56
W Water	\$	360,059.06
U Other Utilities	\$	117,509.73
M Miscellaneous and Construction Support	\$	1,387,308.62

Total Cost of Work = \$ 17,278,655.15

Total GMP Funding:

Fund	Amount	Account #
Infrastructure Tax Fund	\$ 1,399,331.47	3100615-507010
Redevelopment Fund	\$ 199,711.83	6037510-507010
RTC Fund	\$ 14,137,989.65	2503035-507010
Water Utility Fund	\$ 531,506.20	5203505-507010
Wastewater Utility Fund	\$ 205,320.61	5103205-507010
Stormwater Utility Fund	\$ 3,559,898.75	5053705-507010
Total Funding = \$	20,033,758.51	

SOUTH CARSON COMPLETE STREETS PROJECT

Date: 1/27/20

PWP # PWP-CC-2020-128

Project # P303517037 Contract No. 1718-083A

GMP BID TAB

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
R1	ABANDON STORM DRAIN	LF	940	\$ 47.90	\$ 45,026.00
R2	REMOVE STORM DRAIN	LF	184	\$ 77.31	\$ 14,225.04
R3	REMOVE SD - IN NEW ALIGNMENT	LF	521	\$ 54.84	\$ 28,571.64
R4	REMOVE AND SALVAGE RCP 4'X6'	LF	100	\$ 208.53	\$ 20,853.00
R5	REMOVE SANITARY SEWER	LF	360	\$ 32.89	\$ 11,840.40
R6	ABANDON WATER MAIN	LF	1,929	\$ 37.39	\$ 72,125.31
R7	REMOVE WATER - IN NEW ALIGNMENT	LF	90	\$ 73.25	\$ 6,592.50
R8	REMOVE WATER ARV VALVE VAULT	EA	1	\$ 2,005.81	\$ 2,005.81
R9	REMOVE WATER 12IN GATE VALVE	EA	1	\$ 673.27	\$ 673.27
R10	REMOVE CONCRETE HEADWALL	EA	1	\$ 785.27	\$ 785.27
R11	REMOVE CATCH BASIN	EA	25	\$ 2,202.72	\$ 55,068.00
R12	REMOVE SD MANHOLE - IN NEW ALIGNMENT	EA	3	\$ 3,210.73	\$ 9,632.19
R13	REMOVE SS MANHOLE	EA	3	\$ 2,204.42	\$ 6,613.26
R14	REMOVE EXISTING ASPHALT	SF	176,959	\$ 1.92	\$ 339,761.28
R15	REMOVE CONCRETE MEDIAN	SF	28,928	\$ 2.20	\$ 63,641.60
R16	REMOVE CONCRETE DRIVEWAY	SF	4,940	\$ 3.53	\$ 17,438.20
R17	REMOVE SIDEWALK	SF	28,379	\$ 1.71	\$ 48,528.09
R18	REMOVE VALLEY GUTTER	SF	3,376	\$ 2.59	\$ 8,743.84
R19	REMOVE CURB & GUTTER	LF	8,298	\$ 10.44	\$ 86,631.12
R20	REMOVE POST CURB	LF	1,359	\$ 7.90	\$ 10,736.10
				SUBTOTAL	\$ 849,491.92
L1	TOPSOIL	CY	700	\$89.36	\$ 62,552.00
L2	PLANT WARRANTY - 1 YEAR	LS	1	\$25,005.71	\$ 25,005.71
L4	TREE (2.5" CALIPER)	EA	276	\$668.17	\$ 184,414.92
L5	5 GALLON SHRUB	EA	525	\$35.02	\$ 18,385.50
L6	5 GALLON PERENNIAL	EA	354	\$35.02	\$ 12,397.08
L7	1 GALLON SHRUB	EA	1319	\$18.64	\$ 24,586.16
L8	1 GALLON PERENNIAL	EA	1,256	\$18.64	\$ 23,411.84
L9	1 GALLON ORNAMENTAL GRASS	EA	2,732	\$18.64	\$ 50,924.48
L10	WASH EXISTING RIP-RAP	SF	58,000	\$0.23	\$ 13,340.00
L11	LANDSCAPE MULCH TYPE 1: DECOMPOSED GRANITE	SF	94,409	\$0.55	\$ 51,924.95
L12	LANDSCAPE MULCH TYPE 2: 1"-3" ROCK	SF	35,252	\$0.92	\$ 32,431.84
L13	LANDSCAPE MULCH TYPE 3: 3" - 8" RIVER ROCK	SF	37,708	\$2.43	\$ 91,630.44
L14	LANDSCAPE MULCH TYPE 4 - 3 INCH THICK MIXED ROCK	SF	84,609	\$1.37	\$ 115,914.33
L15	TRASH RECEPTACLE	EA	9	\$2,177.21	\$ 19,594.89
L16	BIKE RACK (PER POST)	EA	27	\$725.81	\$ 19,596.87
L17	BOULDER SEATING	EA	63	\$350.15	\$ 22,059.45
L18	DECORATIVE BOULDER	EA	108	\$137.60	\$ 14,860.80
L19	LANDSCAPE CURB	LF	300	\$45.75	\$ 13,725.00
L20	CONCRETE UNIT PAVERS	SF	2560	\$20.54	\$ 52,582.40
L21	PLANTER CURB	LF	547	\$54.04	\$ 29,559.88
L22	IRRIGATION	LS	1	\$385,628.73	\$ 385,628.73
L23	REVEGETATION SEEDING	SY	9680	\$13.50	\$ 130,680.00
				SUBTOTAL	\$ 1,395,207.27

C1	ASPHALT PAVING 3" AC ON 6" AB	SF	16,608	\$	5.59	\$	92,838.72	
C2	ASPHALT PAVING 4" AC ON 8" AB	SF	20,733	\$	8.55	\$	177,267.15	
C3	ROADWAY SECTION 1 - 5" AC 11" RBM @ 4% (St 101+63-126+36)	SF	202,196	\$	6.37	\$	1,287,988.52	
C4	ROADWAY SECTION 2 - 5" AC 9" RBM @ 4% (St 126+36-167+25)	SF	211,809	\$	6.10	\$	1,292,034.90	
C5	PERMANENT ASPHALT PATCH	SF	12,830	\$	7.53	\$	96,609.90	
C6	PERMANENT ASPHALT TRENCH PATCH	SF	943	\$	11.91	\$	11,231.13	
C7	SLURRY FRONTAGE RD	SF	94,175	\$	0.43	\$	40,495.25	
C8	COLDMILL AND OVERLAY (MAINLINE)	TN	5,590	\$	133.69	\$	747,327.10	
C9	MICROMILL AND SLURRY (MULTI-USE PATH)	SF	78,787	\$	0.96	\$	75,635.52	
C10	COMMERCIAL DRIVEWAY	SF	13,317	\$	16.43	\$	218,798.31	
C11	PCC PARKING POCKETS	SF	2,040	\$	20.31	\$	41,432.40	
C12	PCC PAVING (MEDIAN)	SF	2,610	\$	8.35	\$	21,793.50	
C13	RECONSTRUCT AC MULTI-USE PATH	SF	15,474	\$	9.75	\$	150,871.50	
C14	PEDESTRIAN RAMP	SF	11,672	\$	27.83	\$	324,831.76	
C15	SIDEWALK	SF	27,072	\$	10.75	\$	291,024.00	
C16	VALLEY GUTTER	SF	7,950	\$	16.00	\$	127,200.00	
C17	TYPE 1 CURB & GUTTER	LF	9,616	\$	33.65	\$	323,578.40	
C18	GLUE DOWN CURB	LF	7,587	\$	22.03	\$	167,141.61	
C19	POST CURB	LF	638	\$	41.07	\$	26,202.66	
C20	TRANSITIONAL CURB	LF	449	\$	51.71	\$	23,217.79	
C21	ADJUST WATER VALVE BOX TO GRADE	EA	52	\$	909.02	\$	47,269.04	
C22	ADJUST MANHOLE TO GRADE	EA	56	\$	1,590.35	\$	89,059.60	
C23	ADJUST ELECTRICAL BOX TO GRADE	EA	11	\$	1,215.58	\$	13,371.38	
SUBTOTAL							\$	5,687,220.14
RAB1	RAB - REMOVE CATCH BASIN	EA	2	\$	2,026.82	\$	4,053.64	
RAB2	RAB - PULVERIZE EXISTING ASPHALT	SF	102,306	\$	0.43	\$	43,991.58	
RAB3	RAB - REMOVE EXISTING ASPHALT	SF	1,337	\$	4.25	\$	5,682.25	
RAB4	RAB - REMOVE SIDEWALK	SF	9,597	\$	1.71	\$	16,410.87	
RAB5	RAB - REMOVE CURB & GUTTER	LF	2,830	\$	7.75	\$	21,932.50	
RAB6	RAB - REMOVE CONCRETE MEDIAN (AC AND PCC)	SF	7,800	\$	2.53	\$	19,734.00	
RAB7	RAB - REMOVE VALLEY GUTTER	LF	1,626	\$	2.56	\$	4,162.56	
RAB8	RAB - REMOVE MEDIAN CURB	LF	1,645	\$	7.76	\$	12,765.20	
RAB9	REMOVE LANDSCAPING (SOD)	SF	20,159	\$	1.26	\$	25,400.34	
RAB10	RAB - AC PAVING (ROADWAY - 5"AC/9"AB 4%CTB)	SF	88,714	\$	4.02	\$	356,630.28	
RAB11	RAB - AC PAVING (MEDIAN - 2"AC/6"AB)	SF	11,972	\$	5.76	\$	68,958.72	
RAB12	RAB - AC PAVING (DRIVEWAY - 3"AC/6"AB)	SF	2,437	\$	9.62	\$	23,443.94	
RAB13	RAB MICROMILL AND SLURRY (MULTI-USE PATH)	SF	3,289	\$	0.96	\$	3,157.44	
RAB14	RAB - LINEAR CURB RAMP	SF	1,368	\$	40.75	\$	55,746.00	
RAB15	RAB - TYPE A SIDEWALK	SF	12,889	\$	10.24	\$	131,983.36	
RAB16	RAB - PCC VALLEY GUTTER	SF	1,317	\$	19.04	\$	25,075.68	
RAB17	RAB - CURB & GUTTER (TYPE I)	LF	1,955	\$	35.73	\$	69,852.15	
RAB18	RAB - TYPE B GLUE DOWN CURB	LF	3,036	\$	24.24	\$	73,592.64	
RAB19	RAB - TYPE 2 MEDIAN CURB	LF	105	\$	37.05	\$	3,890.25	
RAB20	RAB - CURB & GUTTER (NDOT TYPE II)	LF	216	\$	39.68	\$	8,570.88	
RAB21	RAB - TRUCK APRON	SF	3,660	\$	24.75	\$	90,585.00	
RAB22	RAB - MOUNTABLE CURB	LF	404	\$	73.35	\$	29,633.40	
RAB23	RAB - STRIPING AND MARKINGS	LS	1	\$	8,263.60	\$	8,263.60	
RAB24	RAB - SIGNS	EA	30	\$	647.96	\$	19,438.80	
RAB25	RAB - RAPID RECTANGULAR FLASHING BEACONS (RRFB)	EA	14	\$	4,348.48	\$	60,878.72	
RAB26	RAB - GLUE DOWN DELINEATORS	EA	13	\$	110.18	\$	1,432.34	
RAB28	RAB - ROADWAY EXCAVATION AND EMBANKMENT	CY	2,465	\$	55.64	\$	137,152.60	
SUBTOTAL							\$	1,322,418.74
E1	CONSTRUCT NDOT TYPE 7/14 POLE BASE	EA	95	\$	2,333.33	\$	221,666.35	
E2	CONSTRUCT DOWNTOWN POLE BASE	EA	8	\$	2,757.57	\$	22,060.56	
E3	INSTALL TYPE L1 LIGHT FIXTURE - NDOT TYPE 7	EA	14	\$	4,560.60	\$	63,848.40	
E4	INSTALL TYPE L2 LIGHT FIXTURE - NDOT TYPE 14	EA	54	\$	5,727.26	\$	309,272.04	
E5	INSTALL TYPE L3 LIGHT FIXTURE - "DOWNTOWN STYLE"	EA	8	\$	7,212.11	\$	57,696.88	
E6	INSTALL TYPE L4 LIGHT FIXTURE - NDOT TYPE 14	EA	10	\$	5,833.32	\$	58,333.20	
E7	INSTALL TYPE L5 LIGHT FIXTURE - NDOT TYPE 7	EA	17	\$	4,878.78	\$	82,939.26	
E8	INSTALL ELECTRIC METER PEDESTAL	EA	2	\$	10,924.23	\$	21,848.46	
E9	RECONFIGURE EXISTING METER PEDESTAL	EA	5	\$	1,696.97	\$	8,484.85	
E10	ELECTRICAL AND FIBER OPTIC JOINT TRENCH AND BACKFILL	LF	10,400	\$	46.67	\$	485,368.00	
E11	ELECTRICAL ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	6,000	\$	40.30	\$	241,800.00	
E12	FIBER OPTIC ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	2,400	\$	40.30	\$	96,720.00	
E13	PLACE 2" SCHEDULE 40 PVC CONDUIT	LF	17,000	\$	2.65	\$	45,050.00	
E14	PLACE 1 1/2" HDPE CONDUIT FROM FIBER VAULT TO LIGHT POLE	LF	250	\$	27.36	\$	6,840.00	
E15	INSTALL PULLBOX	EA	122	\$	1,060.60	\$	129,393.20	
E16	INSTALL #10 COPPER WIRE	LF	30,000	\$	1.17	\$	35,100.00	
E17	INSTALL #8 COPPER WIRE	LF	52,000	\$	1.27	\$	66,040.00	
E18	FIBER OPTIC WIRE	LF	14,500	\$	3.92	\$	56,840.00	
E19	TRAFFIC SIGNALS	LS	1	\$	448,529.59	\$	448,529.59	
SUBTOTAL							\$	2,457,830.79

T1	STRIPING AND MARKINGS	LS	1	\$	132,713.39	\$	132,713.39
T2	SIGNS	LS	1	\$	90,666.43	\$	90,666.43
					SUBTOTAL	\$	223,379.82
SD1	STORM DRAIN 12-IN RCP	LF	15	\$	184.29	\$	2,764.35
SD2	STORM DRAIN 15-IN RCP	LF	244	\$	184.86	\$	45,105.84
SD3	STORM DRAIN 18-IN RCP	LF	912	\$	185.45	\$	169,130.40
SD4	STORM DRAIN 24-IN RCP	LF	640	\$	193.50	\$	123,840.00
SD5	STORM DRAIN 24x38 RCP	LF	526	\$	258.32	\$	135,876.32
SD6	STORM DRAIN 14X23 RCP	LF	60	\$	204.85	\$	12,291.00
SD7	STORM DRAIN 36-IN RCP	LF	731	\$	288.84	\$	211,142.04
SD8	STORM DRAIN 48-IN SANITITE	LF	3,070	\$	344.24	\$	1,056,816.80
SD9	STORM DRAIN 60-IN SANITITE	LF	889	\$	479.11	\$	425,928.79
SD10	STORM DRAIN 2-FT X 6-FT RCB	LF	104	\$	895.75	\$	93,158.00
SD11	STORM DRAIN 4-FT X 6-FT RCB RESET SALVAGED	LF	104	\$	470.43	\$	48,924.72
SD12	STORM DRAIN 24" FLARED END SECTION	EA	2	\$	1,486.98	\$	2,973.96
SD13	STORM DRAIN 36" FLARED END SECTION	EA	1	\$	1,724.23	\$	1,724.23
SD14	SD CATCH BASIN SINGLE	EA	39	\$	4,485.31	\$	174,927.09
SD15	SD CATCH BASIN HCX2	EA	6	\$	9,318.91	\$	55,913.46
SD16	SD CATCH BASIN HCX5	EA	2	\$	25,661.49	\$	51,322.98
SD17	SD DROP INLET 24X24	EA	2	\$	5,703.84	\$	11,407.68
SD18	SD DROP INLET 36X36	EA	4	\$	7,298.11	\$	29,192.44
SD19	SD DROP INLET 48X48	EA	2	\$	8,546.67	\$	17,093.34
SD20	SD MANHOLE 48-IN	EA	13	\$	5,690.14	\$	73,971.82
SD21	SD MANHOLE 60-IN	EA	8	\$	10,790.59	\$	86,324.72
SD22	SD MANHOLE 72-IN	EA	8	\$	15,571.24	\$	124,569.92
SD23	SD MANHOLE 84-IN	EA	5	\$	26,311.77	\$	131,558.85
SD24	SD MANHOLE 10'x10' SQUARE	EA	3	\$	53,269.46	\$	159,808.38
SD25	CONCRETE HEADWALL 36-IN	EA	1	\$	10,700.65	\$	10,700.65
SD26	CONCRETE HEADWALL DUAL - 36" & 48"	EA	1	\$	28,327.04	\$	28,327.04
SD27	RE-GRADE DRAINAGE CHANNEL	CY	1,840	\$	36.59	\$	67,325.60
SD28	RIP RAP CLASS 900	SF	2,392	\$	8.74	\$	20,906.08
					SUBTOTAL	\$	3,373,026.50
SS1	SANITARY SEWER 8-IN SDR35	LF	5	\$	276.59	\$	1,382.95
SS2	SANITARY SEWER 10-IN SDR35	LF	239	\$	153.01	\$	36,569.39
SS3	SANITARY SEWER 15-IN SDR35	LF	276	\$	164.18	\$	45,313.68
SS4	SS MANHOLE 48-IN	EA	3	\$	7,312.18	\$	21,936.54
					SUBTOTAL	\$	105,202.56
W1	WATER 6-IN C900	LF	142	\$	222.09	\$	31,536.78
W2	WATER 8-IN C900	LF	1,176	\$	138.06	\$	162,358.56
W3	WATER 10-IN C900	LF	82	\$	242.88	\$	19,916.16
W4	WATER 12-IN C900	LF	132	\$	354.16	\$	46,749.12
W5	WATER SERVICE	LF	90	\$	272.69	\$	24,542.10
W6	GATE VALVE 6-INCH	EA	5	\$	2,219.35	\$	11,096.75
W7	GATE VALVE 8-INCH	EA	9	\$	2,607.79	\$	23,470.11
W8	GATE VALVE 12-INCH	EA	2	\$	3,773.06	\$	7,546.12
W9	FLUSH VALVE ASSEMBLY	EA	1	\$	5,533.94	\$	5,533.94
W10	WATER SERVICE CONNECTION	EA	6	\$	4,551.57	\$	27,309.42
					SUBTOTAL	\$	360,059.06
U1	(4) 1.5-IN HDPE FIBER OPTIC CONDUITS	LF	12,840	\$	5.41	\$	69,464.40
U2	FIBER OPTIC PULLBOX - #9 TRAFFIC RATED	EA	3	\$	2,439.39	\$	7,318.17
U3	FIBER OPTIC PULLBOX - 48 IN NEW BASIS	EA	12	\$	3,393.93	\$	40,727.16
					SUBTOTAL	\$	117,509.73
M1	TRAFFIC CONTROL	LS	1	\$	843,876.66	\$	843,876.66
M2	MOBILIZATION	LS	1	\$	168,148.40	\$	168,148.40
M3	DUST CONTROL	LS	1	\$	146,000.80	\$	146,000.80
M4	STORMWATER POLLUTION CONTROL	LS	1	\$	90,132.76	\$	90,132.76
M5	CONSTRUCTION SURVEY	LS	1	\$	139,150.00	\$	139,150.00
M6	BONDS AND INSURANCE	LS	1	\$	320,400.00	\$	320,400.00
M7	CMAR'S GENERAL CONDITIONS	LS	1	\$	596,727.49	\$	596,727.49
M8	RISK RESERVE/CONTINGENCY	LS	1	\$	655,250.00	\$	655,250.00
					SUBTOTAL	\$	2,959,686.11
					SUB TOTAL	\$	18,851,032.64
					CMAR FEE (6.5%)	\$	1,182,725.87
					TOTAL (INCL. CMAR FEE)	\$	20,033,758.51

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

THIS CONTRACT is made and entered into this 6th day of February, 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 "CMAR".

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, CMAR'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 CMAR for **CONTRACT No. 1718-083A**, titled **South Carson Complete Streets 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 Board of Supervisors.

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 **CMAR'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 **CMAR** agrees that the Contract Documents for Bid No. 1718-083AB including, but not limited to, the Notice to CMARs, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, Bidder RFI List, VE Items 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.

2.1.2 **CMAR** additionally agrees **CMAR'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 Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CMAR** 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, **CMAR** will complete the WORK within the Contract time. Since **CITY** and **CMAR** 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 **CMAR** under this Contract.

3.3 That in the performance of this Contract, **CMAR** and any subCMARs, 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 **CMAR** shall be addressed to:

Marc Markwell
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
775-250-4275 / FAX 775-355-0535
mmarkwell@snc.biz

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

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

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

5. COMPENSATION:

5.1 The parties agree that **CMAR** will provide the WORK specified in the Contract for the Contract Amount of Twenty Million Thirty Three Thousand Seven Hundred Fifty Eight Dollars and 51/100 (\$20,033,758.51).

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	\$	17,278,655.15
2) CMAR's General Conditions	\$	596,727.49
3) CMAR's Fee	\$	1,182,725.87
4) Contingency	\$	655,250.00
5) Bonds and Insurance	\$	320,400.00
6) Total Guaranteed Maximum Price	\$	20,033,758.51

	CITY	CMAR
Percentage Split of GMP Savings	50%	50%
Percentage Split of CMAR's Contingency Savings	100%	0%

5.2 **CITY** will pay **CMAR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Lump Sum prices shown on **CMAR'S schedule of values** as submitted 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 **CMAR** 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 **CMAR** 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. **CMAR** 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 subCMAR to make claims against **CMAR** 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.

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

6.2 Termination for Non-appropriation:

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 **CMAR** of such non-appropriation, and no claim or cause of action may be based upon any such non-appropriation.

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** 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 **CMAR** 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 **CMAR'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 **CMAR**, or any agent or representative of **CMAR**, 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 **CMAR** 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 **CMAR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State CMARs' 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 subCMARs for materials or labor in

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

accordance with the respective agreements between **CMAR** and the subCMARs;
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 **CMAR** 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 **CMAR** and **CMAR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CMAR'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 **CMAR**;

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

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

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

6.3.4.1 **CMAR** 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 **CMAR**. If the costs of finishing the WORK exceed the unpaid balance, **CMAR** shall pay the difference to **CITY**. The amount to be paid to **CMAR** 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 **CMAR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CMAR** 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**. **CMAR** 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 **CMAR** to discontinue the WORK and terminate this Contract. **CMAR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CMAR** 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

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

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

6.6.1.3 **CMAR** 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 **CMAR** 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 **CMAR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CMAR** and each covered CMAR or subCMAR must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CMAR** or subCMAR or by an authorized officer or employee of **CMAR** or subCMAR who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CMAR** 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 **CMAR** engaged on the public work or subCMAR engaged on

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

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, **CMAR** 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 **CMAR** 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 **CMAR**. **CMAR** shall ensure that a copy of **CMAR'S** and sub**CMAR**'s certified payrolls for each calendar week are received by **CITY**.

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

(a) An accurate record showing, for each worker employed by the **CMAR** or sub**CMAR** 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 **CMAR** or sub**CMAR** 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

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

processing the monthly progress payment. **CMAR**, as General CMAR, shall collect the wage reports from the subCMARs 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, **CMAR** 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 **CMAR** or any subCMAR 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 **CMAR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, CMAR 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 **CMAR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CMAR** provides a written certification that the **CMAR** 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 **CMAR** 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 **CMAR'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, **CMAR** 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 **CMAR** 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

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

recoverable attorney's fees shall not exceed the rate of \$300 per hour. CITY may set off consideration against any unpaid obligation of CMAR 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 CMAR, for the fiscal year budget in existence at the time of the breach. CMAR'S tort liability shall not be limited.

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. INDEPENDENT CMAR:

14.1 CMAR, as an independent CMAR, 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 CMAR 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

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

Contract. **CMAR** is and shall be an independent **CMAR** 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 **CMAR** or any other party.

14.4 **CMAR**, 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, **CMAR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, sub**CMAR**, employee, state, local or federal governmental entity.

14.5 Neither **CMAR** 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 **CMAR**, as an independent **CMAR** and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

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

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 **CMAR** shall, at **CMAR'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 **CMAR** 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 **CMAR**. **CMAR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CMAR** 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 **CMAR** has knowledge of any such failure, **CMAR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

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

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines 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, **CMAR** 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 **CMAR**.

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 **CMAR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CMAR** shall relieve **CMAR** of **CMAR'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 **CMAR** or its sub-CMARs, 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.

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

15.20.9 **CMAR** 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 **CMAR** 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.

13.21.4 **CMAR** 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 **CMAR** pursuant this Contract.

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

15.22.1 *Minimum Limit required:*

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

- 15.22.2 **CMAR** 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 **CMAR** 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, **CMAR** shall purchase Extended Reporting Period coverage for claims arising out of **CMAR'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 **CMAR** 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 **CMAR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CMAR** is a sole proprietor; that **CMAR** will not use the services of any employees in the performance of this Contract; that **CMAR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CMAR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 **CMAR** 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. **CMAR** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

- 16.1 **CMAR** shall not commence work before **CMAR** 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:

CMAR 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 **CMAR** to provide the goods or WORK or any services of this Contract. **CMAR** 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 **CMAR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CMAR** agrees to be responsible for payment of any such government obligations not paid by its subCMARs during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

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 non-enforceability 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. **CMAR** 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 **CMAR** (or its sub**CMAR**s) 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 **CMAR** upon completion, termination, or cancellation of this Contract. **CMAR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CMAR'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 **CMAR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CMAR** 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. **CMAR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CMAR** 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:

CMAR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CMAR** 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 **CMAR** 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-

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

19211), and any relevant program-specific regulations. This provision shall be required of every subCMAR receiving any payment in whole or in part from federal funds.

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

24.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CMAR** and its subCMARs shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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:

CMAR 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. **CMAR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CMAR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CMAR**.

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 **CMAR** 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 **CMAR** regarding that public

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

work cannot otherwise be settled, **CITY** and **CMAR** agree that, before judicial action may be initiated, **CITY** and **CMAR** will submit the dispute to non-binding mediation. **CITY** shall present **CMAR** with a list of three potential mediators. **CMAR** 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. **CMAR** 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 Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

31. ACKNOWLEDGMENT AND EXECUTION:

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

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

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

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

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 _____

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

Project#: P303517037
Acct#: 3100615-507010
6037510 507010
2503035 507010
5203505 507010
5103205 507010
5053705 507010

BY Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated: _____

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-083A** and titled **South Carson Complete Street Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 6th day of February, 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 6th day of February, 2020.

**Construction Management at Risk
Guaranteed Maximum Price Contract
Contract No. 1718-083A
Title: South Carson Complete Streets Project**

PERFORMANCE BOND

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

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CMAR, 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 CMAR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CMAR has by written agreement dated _____, entered into a contract with CITY for **BID # 1718-083A** and titled **South Carson Complete Streets 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 CMAR 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 CMAR 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 CMAR under the Contract and any amendments thereto, less the amount properly paid by CITY to CMAR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CMAR, 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
_____ for
the payment whereof CMAR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CMAR has by written agreement dated _____ entered into a contract with CITY for **BID #1718-083A** and titled **South Carson Complete Streets 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 CMAR 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 CMAR or with a SubCMAR 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 CMAR, shall have given written notice to any two of the following: CMAR, 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.

SOUTH CARSON COMPLETE STREETS PROJECT**Date: 1/27/20****PWP # PWP-CC-2020-128****Project # P303517037 Contract No. 1718-083A****GMP BID TAB**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
R1	ABANDON STORM DRAIN	LF	940	\$ 47.90	\$ 45,026.00
R2	REMOVE STORM DRAIN	LF	184	\$ 77.31	\$ 14,225.04
R3	REMOVE SD - IN NEW ALIGNMENT	LF	521	\$ 54.84	\$ 28,571.64
R4	REMOVE AND SALVAGE RCP 4'X6'	LF	100	\$ 208.53	\$ 20,853.00
R5	REMOVE SANITARY SEWER	LF	360	\$ 32.89	\$ 11,840.40
R6	ABANDON WATER MAIN	LF	1,929	\$ 37.39	\$ 72,125.31
R7	REMOVE WATER - IN NEW ALIGNMENT	LF	90	\$ 73.25	\$ 6,592.50
R8	REMOVE WATER ARV VALVE VAULT	EA	1	\$ 2,005.81	\$ 2,005.81
R9	REMOVE WATER 12IN GATE VALVE	EA	1	\$ 673.27	\$ 673.27
R10	REMOVE CONCRETE HEADWALL	EA	1	\$ 785.27	\$ 785.27
R11	REMOVE CATCH BASIN	EA	25	\$ 2,202.72	\$ 55,068.00
R12	REMOVE SD MANHOLE - IN NEW ALIGNMENT	EA	3	\$ 3,210.73	\$ 9,632.19
R13	REMOVE SS MANHOLE	EA	3	\$ 2,204.42	\$ 6,613.26
R14	REMOVE EXISTING ASPHALT	SF	176,959	\$ 1.92	\$ 339,761.28
R15	REMOVE CONCRETE MEDIAN	SF	28,928	\$ 2.20	\$ 63,641.60
R16	REMOVE CONCRETE DRIVEWAY	SF	4,940	\$ 3.53	\$ 17,438.20
R17	REMOVE SIDEWALK	SF	28,379	\$ 1.71	\$ 48,528.09
R18	REMOVE VALLEY GUTTER	SF	3,376	\$ 2.59	\$ 8,743.84
R19	REMOVE CURB & GUTTER	LF	8,298	\$ 10.44	\$ 86,631.12
R20	REMOVE POST CURB	LF	1,359	\$ 7.90	\$ 10,736.10
				SUBTOTAL	\$ 849,491.92
L1	TOPSOIL	CY	700	\$89.36	\$ 62,552.00
L2	PLANT WARRANTY - 1 YEAR	LS	1	\$25,005.71	\$ 25,005.71
L4	TREE (2.5" CALIPER)	EA	276	\$668.17	\$ 184,414.92
L5	5 GALLON SHRUB	EA	525	\$35.02	\$ 18,385.50
L6	5 GALLON PERENNIAL	EA	354	\$35.02	\$ 12,397.08
L7	1 GALLON SHRUB	EA	1319	\$18.64	\$ 24,586.16
L8	1 GALLON PERENNIAL	EA	1,256	\$18.64	\$ 23,411.84
L9	1 GALLON ORNAMENTAL GRASS	EA	2,732	\$18.64	\$ 50,924.48
L10	WASH EXISTING RIP-RAP	SF	58,000	\$0.23	\$ 13,340.00
L11	LANDSCAPE MULCH TYPE 1: DECOMPOSED GRANITE	SF	94,409	\$0.55	\$ 51,924.95
L12	LANDSCAPE MULCH TYPE 2: 1"-3" ROCK	SF	35,252	\$0.92	\$ 32,431.84
L13	LANDSCAPE MULCH TYPE 3: 3" - 8" RIVER ROCK	SF	37,708	\$2.43	\$ 91,630.44
L14	LANDSCAPE MULCH TYPE 4 - 3 INCH THICK MIXED ROCK	SF	84,609	\$1.37	\$ 115,914.33
L15	TRASH RECEPTACLE	EA	9	\$2,177.21	\$ 19,594.89
L16	BIKE RACK (PER POST)	EA	27	\$725.81	\$ 19,596.87
L17	BOULDER SEATING	EA	63	\$350.15	\$ 22,059.45
L18	DECORATIVE BOULDER	EA	108	\$137.60	\$ 14,860.80
L19	LANDSCAPE CURB	LF	300	\$45.75	\$ 13,725.00
L20	CONCRETE UNIT PAVERS	SF	2560	\$20.54	\$ 52,582.40
L21	PLANTER CURB	LF	547	\$54.04	\$ 29,559.88
L22	IRRIGATION	LS	1	\$385,628.73	\$ 385,628.73
L23	REVEGETATION SEEDING	SY	9680	\$13.50	\$ 130,680.00
				SUBTOTAL	\$ 1,395,207.27

C1	ASPHALT PAVING 3" AC ON 6" AB	SF	16,608	\$	5.59	\$	92,838.72
C2	ASPHALT PAVING 4" AC ON 8" AB	SF	20,733	\$	8.55	\$	177,267.15
C3	ROADWAY SECTION 1 - 5" AC 11" RBM @ 4% (St 101+63-126+36)	SF	202,196	\$	6.37	\$	1,287,988.52
C4	ROADWAY SECTION 2 - 5" AC 9" RBM @ 4% (St 126+36-167+25)	SF	211,809	\$	6.10	\$	1,292,034.90
C5	PERMANENT ASPHALT PATCH	SF	12,830	\$	7.53	\$	96,609.90
C6	PERMANENT ASPHALT TRENCH PATCH	SF	943	\$	11.91	\$	11,231.13
C7	SLURRY FRONTAGE RD	SF	94,175	\$	0.43	\$	40,495.25
C8	COLDMILL AND OVERLAY (MAINLINE)	TN	5,590	\$	133.69	\$	747,327.10
C9	MICROMILL AND SLURRY (MULTI-USE PATH)	SF	78,787	\$	0.96	\$	75,635.52
C10	COMMERCIAL DRIVEWAY	SF	13,317	\$	16.43	\$	218,798.31
C11	PCC PARKING POCKETS	SF	2,040	\$	20.31	\$	41,432.40
C12	PCC PAVING (MEDIAN)	SF	2,610	\$	8.35	\$	21,793.50
C13	RECONSTRUCT AC MULTI-USE PATH	SF	15,474	\$	9.75	\$	150,871.50
C14	PEDESTRIAN RAMP	SF	11,672	\$	27.83	\$	324,831.76
C15	SIDEWALK	SF	27,072	\$	10.75	\$	291,024.00
C16	VALLEY GUTTER	SF	7,950	\$	16.00	\$	127,200.00
C17	TYPE 1 CURB & GUTTER	LF	9,616	\$	33.65	\$	323,578.40
C18	GLUE DOWN CURB	LF	7,587	\$	22.03	\$	167,141.61
C19	POST CURB	LF	638	\$	41.07	\$	26,202.66
C20	TRANSITIONAL CURB	LF	449	\$	51.71	\$	23,217.79
C21	ADJUST WATER VALVE BOX TO GRADE	EA	52	\$	909.02	\$	47,269.04
C22	ADJUST MANHOLE TO GRADE	EA	56	\$	1,590.35	\$	89,059.60
C23	ADJUST ELECTRICAL BOX TO GRADE	EA	11	\$	1,215.58	\$	13,371.38
						SUBTOTAL	\$ 5,687,220.14
RAB1	RAB - REMOVE CATCH BASIN	EA	2	\$	2,026.82	\$	4,053.64
RAB2	RAB - PULVERIZE EXISTING ASPHALT	SF	102,306	\$	0.43	\$	43,991.58
RAB3	RAB - REMOVE EXISTING ASPHALT	SF	1,337	\$	4.25	\$	5,682.25
RAB4	RAB - REMOVE SIDEWALK	SF	9,597	\$	1.71	\$	16,410.87
RAB5	RAB - REMOVE CURB & GUTTER	LF	2,830	\$	7.75	\$	21,932.50
RAB6	RAB - REMOVE CONCRETE MEDIAN (AC AND PCC)	SF	7,800	\$	2.53	\$	19,734.00
RAB7	RAB - REMOVE VALLEY GUTTER	LF	1,626	\$	2.56	\$	4,162.56
RAB8	RAB - REMOVE MEDIAN CURB	LF	1,645	\$	7.76	\$	12,765.20
RAB9	REMOVE LANDSCAPING (SOD)	SF	20,159	\$	1.26	\$	25,400.34
RAB10	RAB - AC PAVING (ROADWAY - 5"AC/9"AB 4%CTB)	SF	88,714	\$	4.02	\$	356,630.28
RAB11	RAB - AC PAVING (MEDIAN - 2"AC/6"AB)	SF	11,972	\$	5.76	\$	68,958.72
RAB12	RAB - AC PAVING (DRIVEWAY - 3"AC/6"AB)	SF	2,437	\$	9.62	\$	23,443.94
RAB13	RAB MICROMILL AND SLURRY (MULTI-USE PATH)	SF	3,289	\$	0.96	\$	3,157.44
RAB14	RAB - LINEAR CURB RAMP	SF	1,368	\$	40.75	\$	55,746.00
RAB15	RAB - TYPE A SIDEWALK	SF	12,889	\$	10.24	\$	131,983.36
RAB16	RAB - PCC VALLEY GUTTER	SF	1,317	\$	19.04	\$	25,075.68
RAB17	RAB - CURB & GUTTER (TYPE I)	LF	1,955	\$	35.73	\$	69,852.15
RAB18	RAB - TYPE B GLUE DOWN CURB	LF	3,036	\$	24.24	\$	73,592.64
RAB19	RAB - TYPE 2 MEDIAN CURB	LF	105	\$	37.05	\$	3,890.25
RAB20	RAB - CURB & GUTTER (NDOT TYPE II)	LF	216	\$	39.68	\$	8,570.88
RAB21	RAB - TRUCK APRON	SF	3,660	\$	24.75	\$	90,585.00
RAB22	RAB - MOUNTABLE CURB	LF	404	\$	73.35	\$	29,633.40
RAB23	RAB - STRIPING AND MARKINGS	LS	1	\$	8,263.60	\$	8,263.60
RAB24	RAB - SIGNS	EA	30	\$	647.96	\$	19,438.80
RAB25	RAB - RAPID RECTANGULAR FLASHING BEACONS (RRFB)	EA	14	\$	4,348.48	\$	60,878.72
RAB26	RAB - GLUE DOWN DELINEATORS	EA	13	\$	110.18	\$	1,432.34
RAB28	RAB - ROADWAY EXCAVATION AND EMBANKMENT	CY	2,465	\$	55.64	\$	137,152.60
						SUBTOTAL	\$ 1,322,418.74
E1	CONSTRUCT NDOT TYPE 7/14 POLE BASE	EA	95	\$	2,333.33	\$	221,666.35
E2	CONSTRUCT DOWNTOWN POLE BASE	EA	8	\$	2,757.57	\$	22,060.56
E3	INSTALL TYPE L1 LIGHT FIXTURE - NDOT TYPE 7	EA	14	\$	4,560.60	\$	63,848.40
E4	INSTALL TYPE L2 LIGHT FIXTURE - NDOT TYPE 14	EA	54	\$	5,727.26	\$	309,272.04
E5	INSTALL TYPE L3 LIGHT FIXTURE - "DOWNTOWN STYLE"	EA	8	\$	7,212.11	\$	57,696.88
E6	INSTALL TYPE L4 LIGHT FIXTURE - NDOT TYPE 14	EA	10	\$	5,833.32	\$	58,333.20
E7	INSTALL TYPE L5 LIGHT FIXTURE - NDOT TYPE 7	EA	17	\$	4,878.78	\$	82,939.26
E8	INSTALL ELECTRIC METER PEDESTAL	EA	2	\$	10,924.23	\$	21,848.46
E9	RECONFIGURE EXISTING METER PEDESTAL	EA	5	\$	1,696.97	\$	8,484.85
E10	ELECTRICAL AND FIBER OPTIC JOINT TRENCH AND BACKFILL	LF	10,400	\$	46.67	\$	485,368.00
E11	ELECTRICAL ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	6,000	\$	40.30	\$	241,800.00
E12	FIBER OPTIC ONLY TRENCH AND BACKFILL (OUTSIDE JOINT TRENCH)	LF	2,400	\$	40.30	\$	96,720.00
E13	PLACE 2" SCHEDULE 40 PVC CONDUIT	LF	17,000	\$	2.65	\$	45,050.00
E14	PLACE 1 1/2" HDPE CONDUIT FROM FIBER VAULT TO LIGHT POLE	LF	250	\$	27.36	\$	6,840.00
E15	INSTALL PULLBOX	EA	122	\$	1,060.60	\$	129,393.20
E16	INSTALL #10 COPPER WIRE	LF	30,000	\$	1.17	\$	35,100.00
E17	INSTALL #8 COPPER WIRE	LF	52,000	\$	1.27	\$	66,040.00
E18	FIBER OPTIC WIRE	LF	14,500	\$	3.92	\$	56,840.00
E19	TRAFFIC SIGNALS	LS	1	\$	448,529.59	\$	448,529.59
						SUBTOTAL	\$ 2,457,830.79

T1	STRIPING AND MARKINGS	LS	1	\$	132,713.39	\$	132,713.39
T2	SIGNS	LS	1	\$	90,666.43	\$	90,666.43
						SUBTOTAL	\$ 223,379.82
SD1	STORM DRAIN 12-IN RCP	LF	15	\$	184.29	\$	2,764.35
SD2	STORM DRAIN 15-IN RCP	LF	244	\$	184.86	\$	45,105.84
SD3	STORM DRAIN 18-IN RCP	LF	912	\$	185.45	\$	169,130.40
SD4	STORM DRAIN 24-IN RCP	LF	640	\$	193.50	\$	123,840.00
SD5	STORM DRAIN 24x38 RCP	LF	526	\$	258.32	\$	135,876.32
SD6	STORM DRAIN 14X23 RCP	LF	60	\$	204.85	\$	12,291.00
SD7	STORM DRAIN 36-IN RCP	LF	731	\$	288.84	\$	211,142.04
SD8	STORM DRAIN 48-IN SANITITE	LF	3,070	\$	344.24	\$	1,056,816.80
SD9	STORM DRAIN 60-IN SANITITE	LF	889	\$	479.11	\$	425,928.79
SD10	STORM DRAIN 2-FT X 6-FT RCB	LF	104	\$	895.75	\$	93,158.00
SD11	STORM DRAIN 4-FT X 6-FT RCB RESET SALVAGED	LF	104	\$	470.43	\$	48,924.72
SD12	STORM DRAIN 24" FLARED END SECTION	EA	2	\$	1,486.98	\$	2,973.96
SD13	STORM DRAIN 36" FLARED END SECTION	EA	1	\$	1,724.23	\$	1,724.23
SD14	SD CATCH BASIN SINGLE	EA	39	\$	4,485.31	\$	174,927.09
SD15	SD CATCH BASIN HCX2	EA	6	\$	9,318.91	\$	55,913.46
SD16	SD CATCH BASIN HCX5	EA	2	\$	25,661.49	\$	51,322.98
SD17	SD DROP INLET 24X24	EA	2	\$	5,703.84	\$	11,407.68
SD18	SD DROP INLET 36X36	EA	4	\$	7,298.11	\$	29,192.44
SD19	SD DROP INLET 48X48	EA	2	\$	8,546.67	\$	17,093.34
SD20	SD MANHOLE 48-IN	EA	13	\$	5,690.14	\$	73,971.82
SD21	SD MANHOLE 60-IN	EA	8	\$	10,790.59	\$	86,324.72
SD22	SD MANHOLE 72-IN	EA	8	\$	15,571.24	\$	124,569.92
SD23	SD MANHOLE 84-IN	EA	5	\$	26,311.77	\$	131,558.85
SD24	SD MANHOLE 10'x10' SQUARE	EA	3	\$	53,269.46	\$	159,808.38
SD25	CONCRETE HEADWALL 36-IN	EA	1	\$	10,700.65	\$	10,700.65
SD26	CONCRETE HEADWALL DUAL - 36" & 48"	EA	1	\$	28,327.04	\$	28,327.04
SD27	RE-GRADE DRAINAGE CHANNEL	CY	1,840	\$	36.59	\$	67,325.60
SD28	RIP RAP CLASS 900	SF	2,392	\$	8.74	\$	20,906.08
						SUBTOTAL	\$ 3,373,026.50
SS1	SANITARY SEWER 8-IN SDR35	LF	5	\$	276.59	\$	1,382.95
SS2	SANITARY SEWER 10-IN SDR35	LF	239	\$	153.01	\$	36,569.39
SS3	SANITARY SEWER 15-IN SDR35	LF	276	\$	164.18	\$	45,313.68
SS4	SS MANHOLE 48-IN	EA	3	\$	7,312.18	\$	21,936.54
						SUBTOTAL	\$ 105,202.56
W1	WATER 6-IN C900	LF	142	\$	222.09	\$	31,536.78
W2	WATER 8-IN C900	LF	1,176	\$	138.06	\$	162,358.56
W3	WATER 10-IN C900	LF	82	\$	242.88	\$	19,916.16
W4	WATER 12-IN C900	LF	132	\$	354.16	\$	46,749.12
W5	WATER SERVICE	LF	90	\$	272.69	\$	24,542.10
W6	GATE VALVE 6-INCH	EA	5	\$	2,219.35	\$	11,096.75
W7	GATE VALVE 8-INCH	EA	9	\$	2,607.79	\$	23,470.11
W8	GATE VALVE 12-INCH	EA	2	\$	3,773.06	\$	7,546.12
W9	FLUSH VALVE ASSEMBLY	EA	1	\$	5,533.94	\$	5,533.94
W10	WATER SERVICE CONNECTION	EA	6	\$	4,551.57	\$	27,309.42
						SUBTOTAL	\$ 360,059.06
U1	(4) 1.5-IN HDPE FIBER OPTIC CONDUITS	LF	12,840	\$	5.41	\$	69,464.40
U2	FIBER OPTIC PULLBOX - #9 TRAFFIC RATED	EA	3	\$	2,439.39	\$	7,318.17
U3	FIBER OPTIC PULLBOX - 48 IN NEW BASIS	EA	12	\$	3,393.93	\$	40,727.16
						SUBTOTAL	\$ 117,509.73
M1	TRAFFIC CONTROL	LS	1	\$	843,876.66	\$	843,876.66
M2	MOBILIZATION	LS	1	\$	168,148.40	\$	168,148.40
M3	DUST CONTROL	LS	1	\$	146,000.80	\$	146,000.80
M4	STORMWATER POLLUTION CONTROL	LS	1	\$	90,132.76	\$	90,132.76
M5	CONSTRUCTION SURVEY	LS	1	\$	139,150.00	\$	139,150.00
M6	BONDS AND INSURANCE	LS	1	\$	320,400.00	\$	320,400.00
M7	CMAR'S GENERAL CONDITIONS	LS	1	\$	596,727.49	\$	596,727.49
M8	RISK RESERVE/CONTINGENCY	LS	1	\$	655,250.00	\$	655,250.00
						SUBTOTAL	\$ 2,959,686.11
						SUB TOTAL	\$ 18,851,032.64
						CMAR FEE (6.5%)	\$ 1,182,725.87
						TOTAL (INCL. CMAR FEE)	\$ 20,033,758.51