

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

Day: Wednesday
Date: June 8, 2022
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the RTC meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: cmartinovich@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

1. Call to Order – Regional Transportation Commission

2. Roll Call

3. Public Comment:**

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

4. For Possible Action: Approval of Minutes – May 11, 2022

5. Public Meeting Item(s):

5-A For Discussion Only – Presentation, discussion and solicitation of public comment related to the reestablishing, and potentially increasing, fares for Jump Around Carson (“JAC”) service.

Staff Summary: The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating fare free since March 2020. Due to increases in the operating costs of JAC, the RTC is evaluating a possible increase to JAC fares. Staff have initiated public outreach activities

and are actively seeking public input related to fare changes. Staff will present a summary of outreach activities conducted to this point and outline other opportunities to gather public input.

5-B For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 21300304 for the 2022 Long Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$237,550.50.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project. The Project consists of placing approximately 1,270,000 linear feet of painted pavement markings using Nevada Type II waterborne paint layout, traffic control, and all other incidentals needed to complete the work. The not to exceed amount of \$237,550.50 comprises the base bid amount of \$215,955.00, plus a 10% contingency of \$21,595.50. The engineer’s estimate was \$200,000.

6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Street operations activity report for April 2022

6-C Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to the RTC
- Additional status reports and comments from the RTC
- Additional staff comments and status reports

7. Public Comment:**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

8. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **At the discretion of the Chair, public comment may be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.** Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation

Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355 at least 24 hours in advance.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

www.carson.org/agendas

<http://notice.nv.gov>

This page intentionally left blank.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 11, 2022 Meeting

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, May 11, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chair Lisa Schuette
Commissioner Robert “Jim” Dodson
Commissioner Chas Macquarie
Commissioner Gregory Novak

STAFF: Dan Stucky, Deputy Public Works Director
Chris Martinovich, Transportation Manager
Adam Tully, Deputy District Attorney
Randall Rice, City Engineer
Bryan Byrne, Traffic Engineer
Kelly Norman, Transportation Planner/Analyst
Marquis Williams, Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Alex Cruz, Transit Coordinator
Tamar Warren, Senior Public Meetings Clerk

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

1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)

(5:20:20) – Chairperson Bagwell called the meeting to order at 5:20 p.m.

2. ROLL CALL

(5:20:24) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:20:39) – Chairperson Bagwell entertained public comments; however, none were forthcoming. Commissioner Macquarie announced that he would be leaving the meeting at 6:15 p.m.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – April 13, 2022

(5:21:04) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:21:19) – Vice Chair Schuette moved to approve the minutes of the April 13, 2022 RTC meeting as presented. The motion was seconded by Commissioner Macquarie and carried 5-0-0.

5. PUBLIC MEETING ITEMS

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE PRELIMINARY DESIGN ALTERNATIVES OF THE EAST WILLIAM COMPLETE STREETS PROJECT (“PROJECT”).

(5:21:44) – Chairperson Bagwell introduced the item. Ms. Norman gave background and introduced the project team comprising Randall Rice, City Engineer; Darren Anderson, Senior Project Manager; and Angela Hueftle, Principal at NCE. Mr. Rice noted that the project would improve the safety of the corridor and accessibility to businesses, in addition to promoting multi-modal transportation. He gave background on the stakeholder and community outreach conducted by the team and reviewed the preliminary design alternatives for the East William Complete Streets Project, all of which are incorporated into the record.

(5:33:01) – Ms. Hueftle reviewed the feasibility study slides which included a traffic study component and recommendations, incorporated into the record, and responded to clarifying questions. Mr. Anderson discussed the project funding elements and cautioned the Commission that due to the rising costs the team would explore estimates at 30, 60, and 90 percent and plan accordingly. He also stated that project updates will be posted on the <http://carsonproud.com/> website and noted that public meetings will be held and reviewed the following next steps:

- Summer/Fall 2022 – 30 percent design
- Winter 2022/Spring 2023 – 60 percent design
- Summer 2023 – Final design
- Construction – Planned start by end of 2023

(5:49:30) - Chairperson Bagwell received confirmation that the graphic below was selected to represent the East William Street Project.



(5:49:48) – Commissioner Novak praised Staff for doing “a great job” and for considering many traffic alternatives. Chairperson Bagwell expressed concern that on many streets, including Stewart Street, “the road alignment is inappropriate” and confusing. She recommended addressing the issue and was not in favor of adding more medians, especially without street alignments, and Mr. Martinovich agreed to look into that issue. Chairperson Bagwell also believed that the public would object to the inability to turn right at a red-light signal and Mr. Rice explained that it was due to having a “zero setback line” at 700 William Street and he did not see an issue in evaluating and removing it

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 11, 2022 Meeting

should it cause problems. Commissioner Macquarie was also concerned about safety as he had witnessed a motorcycle accident caused by a left-turning vehicle from State Street. He liked the buffered bicycle lanes and the recharging stations. He was also informed by Mr. Rice that the lane width would be “10 feet near the Stewart Street area and 11 feet for the route.” Commissioner Macquarie noted that a pedestrian crossing to Mills Park was a frequently requested item and inquired about making it safe. Mr. Rice believed that a median would provide refuge to pedestrians and would break up the long crossing. Discussion ensued regarding pedestrian bridges and Mr. Rice explained that even though they comply with ADA standards, they are very steep and sometimes wheelchairs roll backward. He explained that because William Street is a truck route, the structure must be three-stories high which means pedestrians have to climb that distance to cross, then descend when they reach the other side. Mr. Rice also clarified that the bridge would be expensive to construct, and it had not been included in the original grant and offered to bring it forward in the future at the Board’s direction, adding that safer crossing venues were being discussed with the Parks, Recreation, and Open Space Department.

(6:07:20) – Vice Chair Schuette had observed someone in a motorized wheelchair traveling southbound where there were no sidewalks at this time and was grateful the project would address that concern. Commissioner Dodson advised revisiting the safety of the Jump Around Carson (JAC) bus routes and Mr. Rice explained that Staff was looking into remedies such as a bus pullout. He also clarified for Commissioner Novak that they would acquire “just the bare minimum” number of right-of-ways. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

(6:11:13) – Commissioner Macquarie moved to recommend that Staff advance the recommended design alternative for the East William Complete Streets Project, as discussed. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING REESTABLISHING, AND POTENTIALLY INCREASING, FARES FOR JUMP AROUND CARSON (“JAC”) SERVICE.

(6:11:43) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich gave background and presented the Staff Report, which is incorporated into the record. Mr. Cruz reviewed a PowerPoint presentation titled JAC fares, also incorporated into the record, which included a proposed fare increase and the public outreach timelines.

(6:17:34) – Commissioner Macquarie was in favor of the gradual fare increases and believed “it’s just a reality that we have to face.” He also left the meeting. A quorum was still present. Commissioner Dodson recommended obtaining public input on the route enhancements as well and Mr. Martinovich believed that the RTC should approve the routes currently being researched by Staff prior to obtaining input; however, he was amenable to notifying the public

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 11, 2022 Meeting

that route changes were being considered and providing them with some preliminary options. Commissioner Novak recommended advertising and encouraging riders to take advantage of the free fares prior to the increase. Chairperson Bagwell anticipated opposition to the increase; however, she clarified that the funds were needed to meet grant match requirements and Vice Chair Schuette noted that the City had been undercharging riders now. Chairperson Bagwell entertained public comments.

(6:23:40) – First Transit General Manager for JAC and JAC Assist Mike Jacobs noted that the riders had been inquiring about fare increases and were being informed of a potential summertime increase. Mayor Bagwell entertained a motion.

(6:24:36) – Commissioner Dodson moved to authorize Staff to begin public outreach and other necessary diligence for the reestablishment, and possible increase, of JAC fares, as discussed. The motion was seconded by Commissioner Novak and carried 4-0-0.

5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A POSSIBLE RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS (“BOARD”) TO ALTER CARSON CITY’S TRUCK-PROHIBITED AND ALTERNATIVE ROUTES, WHICH COULD INCLUDE ALTERING CARSON CITY RESOLUTION 1998-R-64, WHICH DESIGNATES THOSE ROUTES.

(6:25:00) – Chairperson Bagwell introduced the item. Mr. Byrne gave background and presented the Staff Report and a PowerPoint presentation titled Truck Route Updates, both of which are incorporated into the record. He also responded to clarifying questions.

(6:31:17) – Chairperson Bagwell inquired about the route used to transfer goods between the Northern Nevada Correctional Center and the Warm Springs Correctional Center. Mr. Martinovich noted that Edmonds Drive had been approved by the RTC as a truck prohibited route in the past due to the residential nature of the street; however, he believed that the RTC could provide a different direction to Staff should they wish to do so. Commissioner Novak was informed by Mr. Martinovich that the truck route enforcement was conducted by the Carson City Sheriff’s Office, adding that it was a difficult task because of the inability to distinguish deliveries to local addresses versus driving through the area. Commissioner Dodson believed that by highlighting the Edmonds Drive preferred routes and eliminating the prohibitive signage, the truck traffic would not increase by much. Mr. Martinovich cautioned that should changes be made to Edmonds Drive route, there may be a possibility of increasing traffic through the Stewart Community and offered to reach out to the Community. Vice Chair Schuette wished to take the Livermore Sports Complex traffic into consideration as well. Chairperson Bagwell entertained public comments; however, none were forthcoming. Further discussion ensued regarding prison-to-prison deliveries and the Commission believed that the intra-prison deliveries could be considered an exception because of their local nature. Chairperson Bagwell entertained a motion.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 11, 2022 Meeting

(6:41:10) – Commissioner Novak moved to direct Staff to prepare a new resolution on truck routes consistent with Staff’s recommendations, and to recommend that the Board of Supervisors adopt a new resolution on truck-prohibited routes. The motion was seconded by Commissioner Dodson and carried 4-0-0.

5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT RAPID CONSTRUCTION, INC. (“RAPID”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE SALIMAN DRIVE PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 21300299 FOR THE PROJECT TO RAPID FOR A TOTAL NOT TO EXCEED AMOUNT OF \$394,360.00.

(6:41:37) – Chairperson Bagwell introduced the item and entertained questions or comments from the Commissioners and members of the public; however, none were forthcoming. Therefore, she entertained a motion.

(6:42:00) – Vice Chair Schuette moved to award the contract as presented. The motion was seconded by Commissioner Dodson and carried 4-0-0.

5-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC. (“SNC”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE SILVER SAGE DRIVE PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 21300300 FOR THE PROJECT TO SNC FOR A TOTAL NOT TO EXCEED AMOUNT OF \$602,707.00.

(6:42:16) – Chairperson Bagwell introduced the item and entertained questions or comments from the Commissioners and members of the public and when none were forthcoming, a motion.

(6:42:35) – Vice Chair Schuette moved to award the contract as presented. The motion was seconded by Commissioner Dodson and carried 4-0-0.

5-F FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC. (“SNC”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE CURRY STREET PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 21300313 FOR THE PROJECT TO SNC FOR A TOTAL NOT TO EXCEED AMOUNT OF \$460,958.00.

(6:42:50) – Chairperson Bagwell introduced the item and entertained questions or comments. Commissioner Dodson wished to know why two bids had been opened but one price was noted. He

was assured that only one bid had been submitted. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

(6:44:00) – Commissioner Dodson moved to award the contract as presented. The motion was seconded by Commissioner Novak and carried 4-0-0.

5-G FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT A & K EARTH MOVERS, INC. (“A & K”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE FIFTH STREET/CARSON RIVER ROAD RIGHT TURN POCKET PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 21300308 FOR THE PROJECT TO A & K FOR A TOTAL NOT TO EXCEED AMOUNT OF \$242,000.00.

(6:44:15) – Chairperson Bagwell introduced the item and entertained questions and/or comments. Vice Chair Schuette was informed that the referenced pathway would be on the west side of Carson River Road. There were no public comments; therefore, Chairperson Bagwell entertained a motion.

(6:45:05) – Commissioner Novak moved to award the contract as presented. The motion was seconded by Vice Chair Schuette and carried 4-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

6-B STREET OPERATIONS ACTIVITY REPORT FOR MARCH 2022

(6:47:34) – Mr. Martinovich referenced the Street Operations Activity Report, which is incorporated into the record, and responded to clarifying questions. Chairperson Bagwell highlighted a discussion with a resident regarding the Mark Twain Elementary School vicinity’s deteriorating sidewalks and wished to note for the record that all school sidewalks would be addressed prior to the start of the next school year.

6-C OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:

- **FUTURE AGENDA ITEMS**

(6:45:32) – Mr. Martinovich stated that Staff would provide an update on the public comments received regarding the JAC fare increase. He also noted that a potential grant opportunity and an update to the City’s right of way mapping process would be agendized as well.

- **STATUS REVIEW OF ADDITIONAL PROJECTS**

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 11, 2022 Meeting

(6:49:12) – Mr. Byrne reviewed the Project Status Report which is incorporated into the record. Both he and Mr. Martinovich also responded to clarifying questions. Discussion ensued regarding the Colorado Street CDBG Pavement Project and Mr. Martinovich explained that the project would go through a re-bidding process as the initial bid had been too high (75 percent over the engineer’s estimate) and that additional funding options are being explored to supplement the funding.

- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

7. PUBLIC COMMENT

(6:59:04) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:59:09) – Chairperson Bagwell adjourned the meeting at 6:59 p.m.

The Minutes of the May 11, 2022 Carson City Regional Transportation Commission meeting are so approved this 8th day of June, 2022.

This page intentionally left blank.



STAFF REPORT

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

Meeting Date: June 8, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Discussion Only – Presentation, discussion and solicitation of public comment related to the reestablishing, and potentially increasing, fares for Jump Around Carson (“JAC”) service.

Staff Summary: The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating fare free since March 2020. Due to increases in the operating costs of JAC, the RTC is evaluating a possible increase to JAC fares. Staff have initiated public outreach activities and are actively seeking public input related to fare changes. Staff will present a summary of outreach activities conducted to this point and outline other opportunities to gather public input.

Agenda Action: Presentation/Other

Time Requested: 10 Minutes

Proposed Motion

N/A

Previous Actions

May 11, 2022 – The RTC authorized staff to begin public outreach and other necessary diligence for the reestablishment, and possible increase, of JAC fares

Background/Issues & Analysis

JAC is temporarily operating without collecting fares as a result of the COVID-19 pandemic which began in March 2020. Two, one-time federal grant programs, the Coronavirus Aid, Relief, and Economic Security Act and the American Rescue Plan Act, have allowed JAC to operate fare free without any required local match. Funding for these two grant programs will end this coming fiscal year. Additionally, costs for the operation of JAC have increased due to a variety of factors, which include increases in fuel costs, labor costs, and bus purchase and maintenance costs.

As a result of the expiration of the one-time federal funding and the increased costs for JAC operations, staff will be reestablishing fares and investigating possible fare increases for both fixed route and paratransit services. Fares for JAC have remained unchanged since JAC first began operations on October 3, 2005.

Staff are actively seeking public input on fare changes and will present a summary of the input gathered to date and will provide a summary of additional opportunities for the public and other stakeholders to provide comment. The earliest date on which fares could be reestablished and/or increased is August 1, 2022, and any reestablishment or increase in fares would take effect only if the RTC approves such an action at a subsequent meeting, which could be as soon as RTC’s next meeting in July.

Current and possible revised fares for JAC are shown in Table 1 below.

Table 1 – Current and Proposed Fares

JAC Fixed Route	Current	Possible
Adult Fare One-Way	\$1.00	\$1.50
Youth, Senior, Military & Disabled Reduced Fare One-Way	\$0.50	\$0.75
Monthly Pass Standard	\$25.00	\$40.00
Monthly Pass Reduced	\$12.50	\$20.00
10-Ride Pass Standard	\$8.00	N/A
10 Ride Pass Reduced	\$4.00	N/A
Children Under 4 & Transfers	Free	Free
JAC Assist		
One-Way Trip within ¾ mile of fixed route	\$2.00	\$3.00
One-Way Trip between ¾ and 1 mile of fixed route	\$4.00	\$6.00
Monthly Pass	N/A	\$60.00
Personal Care Attendants	Free	Free

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

-Exhibit-1: Proposed Fare Table and Implementation Schedule

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Current and Possible JAC Fares

JAC Fixed Route	Current Fare	New Fares
Standard Adult One-Way	\$1.00	\$1.50
Reduced Senior/ Military/Youth/Disabled One-Way	\$0.50	\$0.75
Monthly Pass Standard	\$25.00	\$40.00
Monthly Pass Reduced	\$12.50	\$20.00
10-Ride Pass Standard	\$8.00	Removed
10 Ride Pass Reduced	\$4.00	Removed
Children Under 4 & Transfers	Free	Free
JAC Assist		
One-Way Trip within ¼ mile of fixed route	\$2.00	\$3.00
One-Way Trip between ¼ and 1 mile of fixed route	\$4.00	\$6.00
JAC Assist Monthly	NA	\$60.00
Personal Care Attendants	Free	Free

Notes: JAC is currently operating fare free.

Fare capping options are available when using the contactless payment system.

1

JAC Updates

- Deployment of a new Contactless Payment system and App.
- Free WiFi on each bus
- Delivery of five new JAC buses – coming soon.
- Other Future upgrades including
 - New Downtown Transit Center
 - Bus Stop shelter lighting
 - Possible route changes to serve more areas

2

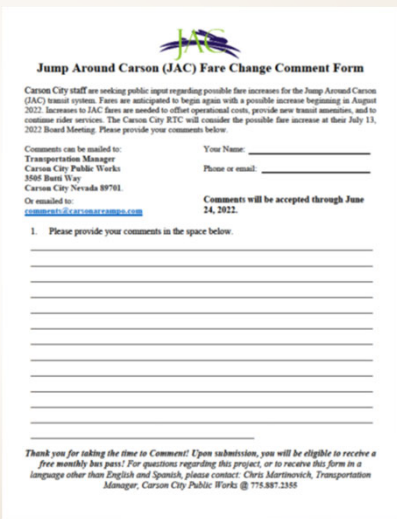
Notifications and Public Outreach

- Formal 30-day Public Outreach and Public Comment period began May 25.
- Comments will be received formally until June 24, 2022.
- Press release and other print and social media outreach
- Posted fliers in all shelters and in all buses
- Public Meeting held June 8 before RTC meeting.
- Possible action by the RTC July 13, 2022 – Opportunity for Public Comment
- Possible implementation of fares beginning August 1, 2022

3

Ways to Comment

- Attend an RTC Meeting
- Complete a comment card and mail / email it
Carson City Public Works
Attn: Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
- Send an email to comments@carsonareampo.com
- Call us! 775-887-2355



Jump Around Carson (JAC) Fare Change Comment Form

Carson City staff are seeking public input regarding possible fare increases for the Jump Around Carson (JAC) transit system. Fares are anticipated to begin again with a possible increase beginning in August 2022. Increases to JAC fares are needed to offset operational costs, provide new transit amenities, and to continue rider services. The Carson City RTC will consider the possible fare increase at their July 13, 2022 Board Meeting. Please provide your comments below.

Comments can be mailed to: Your Name: _____
 Transportation Manager
 Carson City Public Works
 3505 Butti Way
 Carson City Nevada 89701. Phone or email: _____

Or emailed to: comments@carsonareampo.com Comments will be accepted through June 24, 2022.

1. Please provide your comments in the space below.

Thank you for taking the time to Comment! Upon submission, you will be eligible to receive a free monthly bus pass! For questions regarding this project, or to receive this form in a language other than English and Spanish, please contact: Chris Marinovich, Transportation Manager, Carson City Public Works @ 775-887-2355

4



STAFF REPORT

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

Meeting Date: June 8, 2022

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 21300304 for the 2022 Long Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$237,550.50.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project. The Project consists of placing approximately 1,270,000 linear feet of painted pavement markings using Nevada Type II waterborne paint layout, traffic control, and all other incidentals needed to complete the work. The not to exceed amount of \$237,550.50 comprises the base bid amount of \$215,955.00, plus a 10% contingency of \$21,595.50. The engineer’s estimate was \$200,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

The Project consists of restriping arterial and collector roads throughout the City. This is an annual maintenance contract which helps preserve striping visibility and maintains safe driving conditions.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on April 20, 2022. Two bids were opened at approximately 11:30 a.m. on May 18, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Joshua Dethmers, NBSCO; Wes Sosa, Intermountain Slurry Seal Inc.; Darcy Carpenter, Sierra Nevada Construction; Inc; Brian Elder, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

<u>Bidder</u>	<u>Base Bid</u>
1. Nevada Barricade & Sign Co., Inc.	\$215,955
2. Intermountain	\$220,371

Staff recommends awarding to NBSCO as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # P303822001, Long Line Account, / 2563038-500488.

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, work will start after July 1, 2022 and the Long Line Account will be reduced by \$237,550. The Long Line Account 2563038-500488 is expected to have \$405,000 available once Fiscal Year 2023 begins.

Alternatives

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

Supporting Material

-Exhibit 1: Contract 21300304 Bid Tabulation Report

-Exhibit 2: Draft Contract No. 21300304

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Notice to Contractors Bid# 21300304 2022 Long Line Pavement Striping Project**Date and Time of Opening: 5/18/22 @ 11:30am**

				Nevada Barricade & Sign Co, Inc.		INTERMOUNTAIN SLURRY SEAL INC	
BONDING Provided, \$, %, or no				Y		Y	
BIDDER acknowledges receipt addendums				Y		Y	
Sub Contractors listed? y/n or none				Y		Y	
Bid Document executed? y/n				Y		Y	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.1	Painted Pavement Marking 4-Inch Solid White Line	319200	LF	\$0.12	\$38,304.00	\$0.13	\$41,496.00
1.2	Painted Pavement Marking 4-Inch Broken White Line	126700	LF	\$0.05	\$6,335.00	\$0.06	\$7,602.00
1.3	Painted Pavement Marking 4-Inch Solid Yellow Line	54600	LF	\$0.13	\$7,098.00	\$0.13	\$7,098.00
1.4	Painted Pavement Marking 4-Inch Broken Yellow	15000	LF	\$0.05	\$750.00	\$0.06	\$900.00
1.5	Painted Pavement Marking 4-Inch Double Solid Yellow	265800	LF	\$0.24	\$63,792.00	\$0.13	\$34,554.00
1.6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	138300	LF	\$0.16	\$22,128.00	\$0.15	\$20,745.00
1.7	Painted Pavement Marking 6-Inch Solid White Line	217800	LF	\$0.17	\$37,026.00	\$0.17	\$37,026.00
1.8	Painted Pavement Marking 8-Inch Solid White Line	83000	LF	\$0.23	\$19,090.00	\$0.22	\$18,260.00
1.9	Painted Pavement Marking 8-Inch Broken White	17000	LF	\$0.07	\$1,190.00	\$0.08	\$1,360.00
1.10	Painted Pavement Marking 4-Inch Mini Skip White	700	LF	\$0.06	\$42.00	\$0.06	\$42.00
1.11	Painted Pavement Marking 6-Inch Mini Skip White Line	25600	LF	\$0.07	\$1,792.00	\$0.07	\$1,792.00
1.12	Painted Pavement Marking 8-Inch Mini Skip White	6200	LF	\$0.09	\$558.00	\$0.08	\$496.00
1.13	Traffic Control	1	LS	\$17,850.00	\$17,850.00	\$49,000.00	\$49,000.00
Schedule A: Base Bid Items					\$215,955.00		\$220,371.00

Carson City is recommending award to Nevada Barricade & Sign Co., Inc. and is tentatively scheduled for approval and award at the June 8, 2022 Regional Transportation Commission meeting.

This page intentionally left blank.

THIS CONTRACT made and entered into this 8th day of June, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “CITY”, and Nevada Barricade & Sign Company, Inc., hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

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

WHEREAS, this Contract involves a “public work,” which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for **CONTRACT No. 21300304**, titled **2022 Long Line Pavement Striping Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.21300304 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed though the Carson City Website <https://www.carson.org/bids>.

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

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

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. **NOTICE:**

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

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

Joshua Dethmers, Chief Estimator
Nevada Barricade & Sign Company, Inc.
PO Box 20459
Reno, NV 89515
775-331-5100
Joshua.Dethmers@nbsco.com

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

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

5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Fifteen Thousand Nine Hundred Fifty Five Dollars and 00/100 (\$215,955.00).

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or

becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

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

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

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

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.

CARSON CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

**Contract# 21300304
Project# P303822001
Account # 2563038-500488**

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

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

CONTRACTOR

BY: Joshua Dethmers

TITLE: Chief Estimator

FIRM: Nevada Barricade & Sign Co., Inc.

CARSON CITY BUSINESS LICENSE #: BL-004996

NEVADA CONTRACTORS LICENSE #: 0052315

Address: PO Box 20459

City: Reno **State:** NV **Zip Code:** 89515

Telephone: 775-331-5100

E-mail Address: Joshua.Dethmers@nbsco.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 8, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300304** and titled **2022 Long Line Pavement Striping Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 8th day of June, 2022

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 8th day of June, 2022

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 21300304** and titled **2022 Long Line Pavement Striping Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 21300304** and titled **2022 Long Line Pavement Striping Project**

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called

CONTRACTOR, and

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 21300304** and titled **2022 Long Line Pavement Striping Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 21300304** and titled **2022 Long Line Pavement Striping Project**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Nevada Barricade & Sign Company, Inc., as “Principal,” and Fidelity and Deposit Company of Maryland, as “Surety,” are hereby held and firmly bound unto the City of Carson City, Nevada, as “Obligee,” in the penal sum of Five Percent of Total Amount Bid dollars (\$5 % of total amount bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **21300304**, PWP # CC-2022-320, for the Project Title: **“2022 Long Line Pavement Striping Project”**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: May 2, 2022

Nevada Barricade & Sign Company, Inc.

Principal

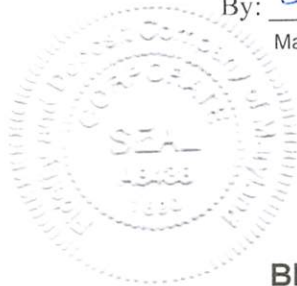
By: _____

Fidelity and Deposit Company of Maryland

Surety

By: _____

Marina Tapia, Attorney-In-Fact



BP - 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On MAY 02 2022 before me, Edward C. Spector, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

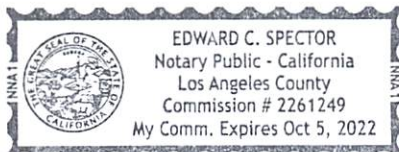
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature



Edward C. Spector, Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

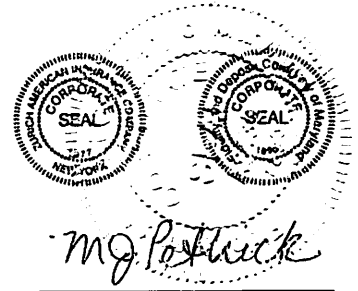
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of MAY 02 2022.



By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID PROPOSAL

BID# 21300304

BID TITLE: "2022 Long Line Pavement Striping Project"

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

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

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

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

BIDDER acknowledges receipt of 1 Addendums.

BP.1 BIDDER INFORMATION:

Company Name: Nevada Barricade & Sign Co., Inc.
Federal ID No.: 88-0454821
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
Complete Fax Number: 775-331-5103
Fax Number including area code: 775-331-5103
E-mail: joshua.dethmers@nbsco.com

Contact Person / Title: Joshua Dethmers - Chief Estimator
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
Complete Fax Number: 775-331-5103
E-mail Address: joshua.dethmers@nbsco.com

BID PROPOSAL

BP.2 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0052315
License Classification(s): A-2, A-8, A-21
Limitation(s) of License: Unlimited
Date Issued: 2001
Date of Expiration: 7/31/2023
Name of Licensee: Nevada Barricade & Sign Co., Inc.
Carson City Business License Number: BL-004996-2020
Date Issued: 1/1/2022
Date of Expiration: 12/31/2022
Name of Licensee: Nevada Barricade & Sign Co., Inc.

BP.3 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Infrastripe Acquisition LLC
Address: 1121 Carmel Common Blvd., Suite 200
City, State, Zip Code: Charlotte, NC, 28226
Telephone Number: 704-936-0500
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

BID PROPOSAL

Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: 2/1/2000
Name of Corporation: Nevada Barricade & Sign Co., Inc.
Mailing Address P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Telephone Number: 775-331-5100
President's Name: Billy Miller
Vice-President's Name:
Other 1) Name & Title:

BP.4 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Jonathan Dethmers	21

Title 1) Business Manager

Name 2) Edward Drum III	14
-------------------------	----

Title 2) Striping Supervisor

Name 3) Eric Cumming	7
----------------------	---

Title 3) Striping Dispatch

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.5 REFERENCES:

Instructions:

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

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

Company Name 1): Intermountain Slurry Seal
Contract Person: Eduardo Sanchez
Mailing Address: 1900 Glendale Ave.
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-352-1931
E-Mail Address: eduardo.sanchez@gcinc.com
Project Title: NDOT 3841 Chip Seal on US 6
Amount of Contract: \$215,358.55
Scope of Work: Striping
Company Name 2): Q&D Construction
Contract Person: Bob Leone
Mailing Address: 1060 S. 21st Street
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-786-2677
E-Mail Address: bleone@qdconstruction.com
Project Title: NDOT 3826 Mineral County
Amount of Contract: \$158,120.50
Scope of Work: Striping

BID PROPOSAL

Company Name 3): MKD Construction
Contract Person: Dee Westmoreland
Mailing Address: 20 Stokes Dr.
City, State, Zip Code: Mound House, NV 89706
Complete Telephone Number: 775-246-1900
E-Mail Address: mkd2@att.net
Project Title: NDOT 3758 Jack Creek
Amount of Contract \$37,525.00
Scope of Work: Striping
Company Name 4): Nevada Barricade & Sign Co., Inc.
Contract Person: Eric Cumming
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
E-Mail Address: eric.cumming@nbsco.com
Project Title: Carson City Short Line
Amount of Contract: \$94,485.60
Scope of Work: Striping

BID PROPOSAL

BP. 6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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



 Signature of Authorized Certifying Official

 Joshua Dethmers

 Printed Name

Chief Estimator

 Title

 5/17/22

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2019	.88	5.554
2020	.77	6.47

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.7 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Nevada Barricade & Sign Co., Inc.	Address P.O. Box 20459, Reno, NV 89515	
Phone 775-331-5100	Nevada Contractor License # 0052315	Limit of License Unlimited
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.8 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address		
Nevada Barricade & Sign Co., Inc.	P.O. Box 20459, Reno, NV 89515		
Phone	Nevada Contractor License #	Limit of License	
775-331-5100	0052315	Unlimited	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

BP. 9 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address		NONE
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

Local Preference Affidavit

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

I, Joshua Dethmers, on behalf of the Contractor, Nevada Barricade & Sign Co., Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 21300304, Project Name "2022 Long Line Pavement Striping Project", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Nevada Barricade & Sign Co., Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

By: Joshua Dethmers Title: Chief Estimator

Signature: [Handwritten Signature] Date: 5/17/22

Signed and sworn to (or affirmed) before me on this 17th day of May, 2022,

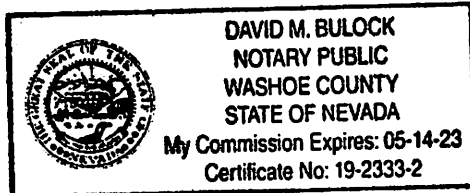
by Joshua Dethmers (name of person making statement).

State of Nevada)

)ss.

County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature



BID PROPOSAL

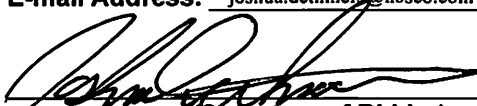
BP.10 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Joshua Dethmers (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "2022 Long Line Pavement Striping Project", contract number 21300305, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

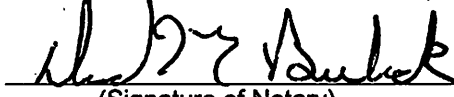
BIDDER:


PRINTED NAME OF BIDDER: Joshua Dethmers
TITLE: Chief Estimator
FIRM: Nevada Barricade & Sign Co., Inc.
Address: P.O. Box 20459
City, State, Zip: Reno, NV 89515
Telephone: 775-331-5100
Fax: 775-331-5103
E-mail Address: joshua.dethmers@nbsco.com


(Signature of Bidder)

DATED: May 17th, 2022

Signed and sworn (or affirmed) before me on this 17th day of May, 2022,
by

DAVID M. BULOCK

(Signature of Notary)


DAVID M. BULOCK
NOTARY PUBLIC
WASHOE COUNTY
STATE OF NEVADA
My Commission Expires: 05-14-23
Certificate No: 19-2333-2
(Notary Stamp)

Project Workforce Checklist

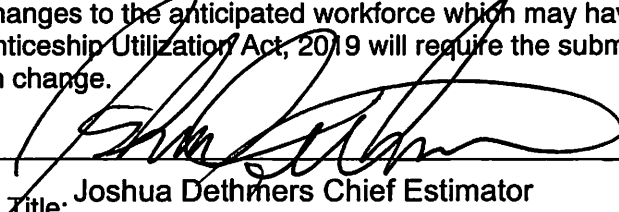
Contract No.: 21300304 Project Name: 2022 Long line Program Project

Contractor/Subcontractor: Nevada Barricade & Sign Co., Inc.

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No	N/A	Yes	No
Alarm Installer	Yes	No	N/A	Yes	No
Asbestos Abatement (See Laborers)	Yes	No	N/A	Yes	No
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A	Yes	No
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes	No	N/A	Yes	No
Cement Mason , can also include plasterers.	Yes	No	N/A	Yes	No
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A	Yes	No
Elevator Constructor	Yes	No	N/A	Yes	No
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes	No	N/A	Yes	No
Flag Person (See Laborers)	Yes	No	N/A	Yes	No
Floor Coverer	Yes	No	N/A	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A	Yes	No
Highway Striper (See Laborers)	Yes	No	N/A	Yes	No
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes	No	N/A	Yes	No
Iron Worker , can also include fence erectors (steel/iron).	Yes	No	N/A	Yes	No
Laborer , can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, and traffic barrier erector.	Yes	No	N/A	Yes	No
Lubrication and Service Engineer	Yes	No	N/A	Yes	No
Mechanical Insulator	Yes	No	N/A	Yes	No
Millwright	Yes	No	N/A	Yes	No
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A	Yes	No
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes	No	N/A	Yes	No

Pile Driver (non-equipment)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other*:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
Name and Title: Joshua Dethmers Chief Estimator
Date: May 17th, 2021
Contractor Name: Nevada Barricade & Sign Co., Inc.



Carson City Business License Division

108 E. Proctor Street
Carson City, NV 89701
(775) 887-2105 - Hearing Impaired: 711
buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name:	NEVADA BARRICADE & SIGN COMPANY INC	Business Type(s):	237310 Highway, Street, and Bridge Construction
Business Location:	9530 N VIRGINIA ST RENO, NV 89506	Mailing Address:	PO BOX 20459 RENO, NV 89515
Owner:			
License Number:	BL-004996-2020	License Type:	Business License
Issued Date:	1/1/2022	Classification:	Contractors
Expiration Date:	12/31/2022	Fees Paid:	\$78.75

Thank you for choosing to operate your business in Carson City.
Please provide any changes to the business information to the Business License Division. Licenses are not transferable.
If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

RECEIVED
JAN 20 2022



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-09-07-14-0408**

NEVADA BARRICADE & SIGN COMPANY, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2021** AND EXPIRES ON **JULY 31, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

7/27/2021
DATE

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



21300304 (PWP# CC-2022-320) Addendum 1 Nevada Barricade & Sign Co, Inc. Supplier Response

Event Information

Number: 21300304 (PWP# CC-2022-320) Addendum 1
Title: 2022 Long Line Pavement Striping Project
Type: Invitation for Bid
Issue Date: 4/20/2022
Deadline: 5/18/2022 11:00 AM (PT)
Notes: The Carson City 2022 Long Line Project consists of placing approximately 1,270,000 linear feet of painted pavement markings using Nevada Type II waterborne paint layout, traffic control, and all other incidentals needed to complete project. Project includes all common phases of construction customarily associated with this type of project. Contractors are encouraged to visit the project site to verify and approximate the material quantities.

Engineer's Estimate: \$200,000

This is deemed a **HORIZONTAL** project.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Email: cakers@carson.org

Nevada Barricade & Sign Co, Inc. Information

Contact: Joshua Dethmers
 Address: PO Box 20459
 Reno, NV 89515
 Phone: (775) 331-5100
 Fax: (775) 331-5103
 Email: Joshua.Dethmers@nbsco.com
 Web Address: www.nbsco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Joshua Dethmers
 Signature

Joshua.dethmers@nbsco.com
 Email

Submitted at 5/17/2022 5:42:23 PM

Response Attachments

2022 CC Long Line Signed Proposal.pdf

Signed Bid Proposal, licenses, work force check list, and certificate of eligibility.

Bid Lines

1 Package Header

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total:

Package Items

1.1 Painted Pavement Marking 4-Inch Solid White Line

Quantity: 319200 UOM: LF Unit Price: Total:

1.2 Painted Pavement Marking 4-Inch Broken White Line

Quantity: 126700 UOM: LF Unit Price: Total:

1.3 Painted Pavement Marking 4-Inch Solid Yellow Line

Quantity: 54600 UOM: LF Unit Price: Total:

1.4 Painted Pavement Marking 4-Inch Broken Yellow

Quantity: 15000 UOM: LF Unit Price: Total:

1.5 Painted Pavement Marking 4-Inch Double Solid Yellow

Quantity: 265800 UOM: LF Unit Price: Total:

1.6 Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow

Quantity: 138300 UOM: LF Unit Price: Total:

1.7 Painted Pavement Marking 6-Inch Solid White Line

Quantity: 217800 UOM: LF Unit Price: Total:

1.8 Painted Pavement Marking 8-Inch Solid White Line

Quantity: 83000 UOM: LF Unit Price: Total:

Packet Page 63

1.9 Painted Pavement Marking 8-Inch Broken White

Quantity: 17000 UOM: LF Unit Price: Total:

1.10 Painted Pavement Marking 4-Inch Mini Skip White

Quantity: 700 UOM: LF Unit Price: Total:

1.11 Painted Pavement Marking 6-Inch Mini Skip White Line

Quantity: 25600 UOM: LF Unit Price: Total:

1.12 Painted Pavement Marking 8-Inch Mini Skip White

Quantity: 6200 UOM: LF Unit Price: Total:

1.13 Traffic Control

Quantity: 1 UOM: LS Unit Price: Total:

Response Total: \$215,955.00



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: June 8, 2022
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: June 2, 2022
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of April 2022**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	460	1,545
Street Patching Operation (tons of asphalt)	42	465
Pot Holes Repaired	2	184

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	0	205
Tree Removal	26	47
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	2,515
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	790	5,550

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	22.75	274
Curb & Gutter (linear feet)	175	1,807
Sidewalk & Flat Work (sq/ft)	735	9,706
Wheel Chair Ramps	2	4
Misc.		0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	2478
Shoulder Work on Asphalt Roads (feet)	1,915	10,566
Debris Cleaned	0	162

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	620	4,810
Lineal foot of ditch cleared	1,132	15,360
Pipe Hydro Flushed (linear feet)	0	4,537

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	603	6,993
Material Picked Up (yards)	231	3,430
City Parking Lots Swept	1	35

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	41	349

Packet Page 65

Bins Hauled for Sweeping Operation (yards)	30	315
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	40
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	19	213
Signs Replaced	9	121
Sign Post Replaced	1	39
Signs Refurbished/Replaced due to Graffiti Damage	28	272
Delineators Replaced	2	131
Cross Walks Painted	0	106
Stop Bars Painted	0	180
Yield Bars Painted	0	43
Right Arrows Painted	0	2
Left Arrows Painted	0	1
Straight Arrows Painted	0	1
Stop (word) Painted	0	47
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	38
Curb Painted (linear feet)	0	25

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	17
Sand/Salt mixture applied (Yards)	0	662.5
Brine mixture applied (Gallons)	0	3,890
Rain Event/Flood Control	1	5
Drainage Inlets Cleared	265	1285
Material removed from S/D system	8.75	156.25
Wind	1	1