



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY
("V&T Railway Commission")
Agenda Report**

Date Submitted: 02/17/22

Meeting Date Requested: 02/23/22

Time Requested: 10 Minutes

To: NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

From: David Peterson

Subject Title: Discussion and possible action regarding contract FY22-C003 Gabe Willaman Railroad Construction in response to Request for Proposal 2021-26 Track Maintenance Services.

Staff Summary: *V&T Railway Commission posted Request for Proposal 2021-26 Track Maintenance Services on November 15, 2021. Gabe Willaman Railroad Construction was the single bidder.*

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action:

I move to approve contract FY22-C003 with Gabe Willaman Railroad Construction.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$448,600

Explanation of Impact:

Funding Source: Track Maintenance

Supporting Material/Attachments: FY22-C003 Gabriel Willaman Railroad Construction Contract w Attachments

Prepared By: Allyson Bolton, Atypical Consulting and Events

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between

Commission:	Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, NV 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

Contractor Name:	Gabriel Willaman Railroad Construction
Address:	PO Box 19067
City, State, Zip Code:	Reno, NV 89511
Contact:	Gabriel Willaman
Phone:	775-815-8756
Fax:	
Email:	Gabe8929@hotmail.com

WHEREAS, the Commission desires to retain the Contractor for track maintenance services; and

WHEREAS, the Contractor is desirous of serving the Commission as its track maintenance services contractor; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Commission

NOW THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

- A. "Commission" – means the Nevada Commission for the Reconstruction of the V&T Railway.
- B. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract.
- C. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- D. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- E. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

2. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*.

Effective from:	March 1, 2022	To:	March 31, 2026
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3. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	V&T RAILWAY RFP 2021-2026 TRACK MAINTENANCE SERVICES
ATTACHMENT CC:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the Commission under this Contract for Independent Contractor, shall be void and unenforceable.

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 4, Incorporated Documents* at a cost as noted below:

\$ Variable Rate	per	Hour
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Total Contract Not to Exceed:	\$448,600
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The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

6. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
7. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
8. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Commission, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable notice by the Commission, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General

Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Commission, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 3, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 9C. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the Commission 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 the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- C. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 3, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 9B, above, shall run concurrently, unless the notice expressly states otherwise.
- D. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this 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;

- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
 - 4) Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with *Section 20, Commission Ownership of Proprietary Information*.
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 attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be two hundred dollars (\$200.00) per hour.
11. **LIMITED LIABILITY.** The Commission 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. Damages for any Commission 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 the Contract after the intervening cause ceases.
13. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
14. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
15. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Commission, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The Commission shall have no liability except as specifically provided in the Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Commission. The Commission's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Commission to timely approve shall not constitute a waiver of the condition.
- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the Commission, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the Commission of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the Commission under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the Commission 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 the Commission, Contractor shall provide the Commission with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the 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 the Commission and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) 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 the Commission. 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 fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Commission.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to Commission that without thirty (30) days prior written notice to the Commission, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered and shall provide those notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the Commission:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the Commission with replacement certificates as described within *Section 15A, Insurance Coverage*.

Mail all required insurance documents to the Commission identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the Commission to evidence the endorsement of the Commission as an additional insured per *Section 15B, General Requirements*.
 - 3) 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.
 - 4) Review and Approval: Documents specified above must be submitted for review and approval by the Commission prior to the commencement of work by Contractor. Neither approval by the Commission 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 subcontractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
16. **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 services required by this Contract. Contractor shall provide proof of its compliance upon request of the Commission. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
 18. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 19. **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 Commission, 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 nor duties under this Contract without the prior written consent of the Commission.
 20. **COMMISSION OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.
 21. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
 22. **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.

23. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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.
 - B. Contractor and its subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964(P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
24. **LOBBYING.** 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:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
25. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
26. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that this Contract is effective only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
27. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the Commission any claim for relief or cause of action which Contractor now has, or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
28. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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. This Contract, and any amendments, may be executed in counterparts.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent Contractor's Title

Commission Authorized Signature

Date

Title

Approved as to form by:

On:

General Counsel for the Commission

Date

Attachment AA

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Commission in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Commission for the Reconstruction of the V&T Railway shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Commission.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Commission is named as an additional insured, the Commission shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall insure that each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice to the Commission, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Commission. Should Contractor fail to provide Commission timely notice, Contractor will be considered in breach and subject to cure provisions set forth within this Contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The Commission in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Commission with certificates of insurance (ACORD form or equivalent approved by the Commission) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the Commission before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.
- All certificates required by this Contract shall be sent directly to the Commission. The project description shall be noted on the certificate of insurance. The Commission reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Commission separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Commission, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
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**Nevada Commission for the Reconstruction of the V&T
Railway (V&T Railway Commission)**

Request for Proposal (RFP)

THIS IS NOT AN ORDER

ADVERTISED RFP V&T RAILWAY COMMISSION 2021-26

Track Maintenance Services

ISSUE DATE: November 15, 2021

RFP SUBMISSION DUE: January 3, 2022

REPLY TO:

Nevada Commission for the Reconstruction of the V&T Railway

c/o David Peterson, Chair

716 N. Carson Street, Suite 100

Carson City, NV 89701

775-283-7681

dpeterson@visitcarsoncity.com

1. OVERVIEW

The Nevada Commission for the Reconstruction of the V&T Railway (V&T RAILWAY COMMISSION) invites interested parties to submit proposals for the **TRACK MAINTENANCE SERVICES CARSON CITY TO GOLD HILL, NEVADA.**

Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposal" (RFP). The Contract that will result from this RFP will include the scope of work outlined in Section 4.1.

2. BACKGROUND INFORMATION

The purpose of this Request for Proposals is to provide The Nevada Commission for Reconstruction of the V&T Railway with Part-Time Railroad Track Inspection and Railroad Track and Right-of-Way Maintenance Services for their trackage from Gold Hill to the end of their track in Carson City (Eureka). In addition to the Part Time Maintenance Services, the Contractor will be required to conduct track inspections using Contractor supplied Hi-Rail Vehicle on a twice weekly basis from Eureka to Gold Hill when excursion trains are running and from Eureka to MP 7.5 within the Railbike Block when Excursion trains are not running, and Railbikes are running. In addition, the Contractor must have the capability to respond to emergency situations involving unanticipated track repairs or storm damage repairs. All Maintenance Work, Track Occupancy, and Inspections shall conform to the sections of the Code of Federal Regulations, 49CFR200-299, applicable to Non-Insular Historic/Tourist Railroads.

3. PROCEDURE

- 3.1. A Selection Committee will evaluate the proposals submitted. There is no guarantee that the V&T RAILWAY COMMISSION will select any of the proposals and any proposals shall be submitted at a proposer's sole risk and cost.
- 3.2. The Selection Committee may create a short list of qualified proposals and call for presentations or interviews of those on the short list to present further details and/or respond to questions. The presentations or interviews are anticipated to be held on January 27, 2022. It is the expectation that the vendor will bring the proposed staff to the presentation/interview.
- 3.3. The V&T RAILWAY COMMISSION reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether said proposal is selected.
- 3.4. During the evaluation, the Selection Committee reserves the right, where it may serve the V&T RAILWAY COMMISSION's best interest, to request additional information or clarification from the person, or to allow corrections of errors or omissions.
- 3.5. Submission of a proposal indicates acceptance by the person of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant Contract(s) between V&T RAILWAY COMMISSION and the successful bidder.
- 3.6. The use of the term "person" herein refers to an individual, or a company or independent contractor/consultant firm with certified personnel doing business in the United States and duly registered in the State of Nevada, any of which will need to hold or obtain a business license from Carson City if they are selected as the successful vendor.
- 3.7. There is no expressed or implied intent or obligation for the V&T RAILWAY COMMISSION to reimburse responding persons for any expenses incurred in preparing proposals or any travel expenses during presentations/interviews in response to this RFP.

- 3.8. The V&T RAILWAY COMMISSION shall reserve the right to terminate any contract or agreement resultant from this solicitation and subsequent action for cause, including but not limited to inadequacy of performance.
- 3.9. The V&T RAILWAY COMMISSION reserves the right to reject any or all proposals and to award a contract to the proposer the V&T RAILWAY COMMISSION deems most qualified and whose award will accrue to the best interests of the V&T RAILWAY COMMISSION.
- 3.10 Until the receipt and opening of proposals, the proposers' principal contact with the V&T RAILWAY COMMISSION will be as listed below.

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson Street
Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 3.11 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other V&T RAILWAY COMMISSION staff or V&T RAILWAY COMMISSION officials may be disqualified for doing so.

4. SCOPE OF WORK

4.1 The scope of work for Track Maintenance Services will cover the following:

4.1.1 MAINTENANCE & TRACK STANDARDS: The Track Maintenance Contractor (TMC) will be required to perform track and right-of-way maintenance on the V&T RAILWAY COMMISSION's current 12.2 miles of FRA Class 1 and Class 2 mainline track and sidings and to ensure that the track is maintained to at-least FRA Class 2 Track Safety Standards at all times. Additional phases of track may be constructed in the future as additional funding is available for which the Track Maintenance Contractor may also have responsibility.

4.1.2 TRACK MAINTENANCE SERVICES: This work will be required immediately prior to and throughout the Excursion Train regular operating season consisting of a 20-25 week period commencing the week prior to Memorial Day and ending October 31 of each year, and during the Polar Express Operation period from Mid-November until Christmas. In addition, this work will be required to support Railbike excursions operating between Eureka and MP 7.5 during the period from April through October. Two (2) track inspections per week will be required during the regular Excursion Train and for the Railbike operating seasons which shall consist of one (1) on-track inspection with light maintenance and one (1) on-track inspection without maintenance per week. One-walking inspection will be required per month covering alternating one-third segments of the V&T RAILWAY COMMISSIONS's Track which will substitute for one (1) of the on-track inspections with light maintenance. TMC will be paid on a Per Day, Per Hour, or Lump Sum Basis for the Services in accordance with the costs submitted with this proposal. This Work will involve the following items of work:

- i. **Once Weekly Eureka to Gold Hill On-Track Inspections & Light Maintenance (20 Estimated):** The TMC shall be responsible for conducting once-weekly on-track inspections, preparation of inspection reports and light maintenance during the regular operating season. The TMC shall utilize his own hi-rail vehicle for these inspections and light maintenance. The TMC shall provide at least a two-man maintenance crew consisting of, at a minimum, a qualified Track Inspector and Track Laborer for this

work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSION. It is estimated that there will be twenty (20) On-Track Inspections & Light Maintenance conducted each operating season.

- ii. **Once Weekly Eureka to Gold Hill On-Track Inspections Without Maintenance (22 Estimated):** The TMC shall be responsible for conducting once-weekly on-track inspections, without maintenance. The TMC shall utilize his own hi-rail vehicle for these inspections. The TMC shall provide a qualified Track Inspector for this work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSION. It is estimated that there will be twenty-two (22) On-Track Inspections without Maintenance conducted each operating season.
- iii. **Twice Weekly Railbike Block Track Inspections without Maintenance (MP 4.5 TO MP 7.5) (When Trains not Running):** The TMC shall be responsible for conducting twice weekly on-track inspections, without maintenance, for the Railbike Block (MP 4.5 to MP 7.5) during periods when Railbikes are running, and excursion trains are not running. The TMC shall utilize his own hi-rail vehicle for these inspections. The TMC shall provide a qualified Track Inspector for this work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSIONS. It is estimated that there will be thirty (30) On-Track Railbike Block Inspections without Maintenance conducted each operating season.
- iv. **Special Heat, Storm, Supervisor, or other Inspections (As Directed):** The TMC shall be responsible for conducting on-track special inspections as directed to accommodate high heat, storm, supervisor review or other inspections as directed.
- v. **Track Maintenance: 2-Man Maintenance Crew, 3-Man Maintenance Crew, 4-Man Maintenance Crew (As Directed):** The TMC shall be responsible for conducting track maintenance using a two (2), three (3), or four (4) man track maintenance crew as directed.
- vi. **Track Maintenance: Rail Joint Bar Oiling/Track Bolt Nut Retensioning, Anchor Resetting, Plug & Re-spike One-Third (1/3) of VTRW Track per year, 3- Man Crew (As Directed):** The TMC shall be responsible for conducting Rail Joint Bar Oiling/Track Bolt Nut Re-Tensioning, Anchor Re-Setting, Plugging & Re-Spiking approximately One-Third (1/3) of VTRW Track per year using a 3-man crew (as directed). The maintenance crew shall consist of, at a minimum, a qualified Track Foreman and the requisite number of Track Laborers.
- vii. **Linehan Road Crossing Signal Monthly Inspection & Testing Services, Including Inspection Report:** The TMC shall be responsible for conducting monthly Crossing Signal Inspections for the Linehan Road at-grade crossing. Monthly, Quarterly, Annual and Ten-Year Inspections shall be conducted. This work includes completing a Signal Inspection Report and delivering it to the V&T RAILWAY COMMISSION.
- viii. **Ballast Regulator, or Track Tamper w/Operator Including one Move In/Out Cost (As Directed):** The TMC shall be responsible for providing and operating a Ballast Regulator and a Track Tamper as directed. Payment for this work shall be on a daily basis and shall include any necessary move in/ move out costs. This work will be scheduled for one continuous period.
- ix. **Rail Welding & Grinding (As Directed):** The TMC shall be responsible for conducting Rail Grinding and Rail Welding as directed.

- x. **Vegetation Control: Application of Pre-Emergent on 12.2 miles of railroad roadbed (Not Including Material):** The TMC shall be responsible for providing the necessary on-track equipment and personnel to apply granular chemical pre-emergent on the V&T RAILWAY COMMISSION's track structure including ballast shoulders. Pre-emergent material shall be obtained by the TMC for which costs he will be reimbursed by the V&T RAILWAY COMMISSION.
- xi. **Hourly Services – Foreman, Laborer (As Directed):** The TMC shall be responsible for providing Foreman or Laborer(s) for miscellaneous work not necessarily associated with Track or Right-of-Way Maintenance. This work shall be conducted as directed.
- xii. **Markup on Material Purchased or Equipment Rental by Contractor on Behalf of VTRW - Estimated at \$25,000 per year:** TMC will be reimbursed for his authorized out-of-pocket material purchase or equipment rental costs at the percentage included in the Cost Proposal.

4.1.3 NORMAL TRACK MAINTENANCE: The TMC should expect that his Services will involve but are not limited to any of the work items included in this section of the RFP. This Maintenance work involves all regular track and right-of-way maintenance activities that are commonly performed on a manual basis or a machine assisted basis that may be required or that will be assigned to be conducted on the V&T RAILWAY COMMISSION's Track and Right-of-Way. Typical work includes raising, lining and tamping of track; replacing defective track bolts/nuts/washers; defective rail, switch point and stock rail replacement; cotter-pin/locknut replacements as necessary; adjusting or resetting/replacing cross ties; plugging/resetting/replacing rail spikes and rail anchors; cleaning crossing flangeways; lubricating and adjusting switches and turnout components. This work also includes ballast distribution using rental equipment and materials reimbursed by the V&T RAILWAY COMMISSION unless provided directly by the V&T RAILWAY COMMISSION. This work also includes removing minor rockfalls from roadside ditches; resetting and replacing signs; gate repairs; removing debris from roadbed and ditches; clearing vegetation within the track structure or roadbed; assisting with vandalism repairs; re-gauging track; track joint bar replacements; track joint oiling and bolt/nut re-tensioning; resetting of replacing wooden at-grade crossing planks; dressing walkways; ditch and culvert cleaning; dressing crossing approaches; inventorying and organizing track materials and providing required material requisitions/requests; providing monthly work summaries attached to invoices submitted to the V&T RAILWAY COMMISSION; and other work which may be necessary or assigned.

This work will also include mechanical ballast regulating and shoulder dressing, mechanical ditch cleaning, providing equipment for rail replacements, rail and frog welding and grinding services, mechanical track surfacing and lining, and mechanical excavations and ditch cleaning. This work also includes responses to emergencies and unusual work outside of the normal maintenance working days. Inspection Reports shall be immediately submitted to the V&T RAILWAY COMMISSION upon completion of regular of special track or crossing signal inspections and repair work.

4.1.4 EQUIPMENT AND TOOLS REQUIRED: Due to the inaccessibility of much of the track by surface road, the TMC will be responsible for providing his own on-track transportation to consist of a properly certified, inspected and equipped hi-rail pickup truck vehicle meeting the requirements of 49 CFR Part 214. The TMC will be responsible for supplying his own hand tools consisting of but not limited to track jacks, lining bars, tamping bars,

spike mallets and sledgehammers, track wrenches, claw bars, motorized rail saw and drill, bolt machine, flagging kit(s), track gauge, track level, small hand tools, sign repair tools, short and long handled shovels, track brooms, tie tongs, track carts and other hand tools that may be necessary for repair work on track or within the railroad right-of-way. The TMC will be compensated for his purchase of materials or for equipment rentals required for the maintenance work.

4.1.5 **WORKING DAY:** Workday shall consist of an eight-hour day with allowance for a ½ hour lunch period starting when the maintenance crew leaves the Eastgate Depot and upon their return to this facility. No direct compensation will be granted for vehicle mileage or vehicle/equipment fuel, lubricants or maintenance/repairs.

4.1.6 **WORKER'S QUALIFICATIONS:** All TMC personnel will be required to have successfully completed a course in Railroad Workplace Safety in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 214 as conducted by the Railway Education Bureau, or an approved equivalent. The TMC's Foreman/Inspector shall have a minimum of 5-years progressively responsible supervision experience in track maintenance and be qualified in accordance with Title 49 CFR Part 213.7. Track laborer's must have at least one-year of experience in track maintenance. The TMC is expected to assign a regular crew to the project and to avoid changing personnel on a month-to-month basis. All personnel must demonstrate that they have been trained in accordance with the Nevada State Occupational Safety and Health Administration (OSHA) standards for foreman and laborers.

4.1.7 **CONTRACTOR'S REPRESENTATIVE:** The TMC shall designate an official supervisor that the V&T RAILWAY COMMISSION's Maintenance-of-Way Supervisor or designee may contact during regular hours and to be available to coordinate emergency services and special maintenance work as may become necessary.

5. **DURATION OF SERVICE**

The resulting contract(s) from this RFP shall be for an initial contract term effective upon approval by the V&T RAILWAY COMMISSION, anticipated to be March 1, 2022, through March 31, 2026. Options will be exercised only if agreed upon by both parties and in the best interests of the V&T RAILWAY COMMISSION.

6. **SUBMITTAL INSTRUCTIONS**

6.1 A copy of this RFP may be requested from the V&T RAILWAY COMMISSION Chair at the address below, electronically at dpeterson@visitcarsoncity.com or by telephone at 775-283-7681.

6.2 All proposals must be **received** by the V&T RAILWAY COMMISSION no later than 2:00 p.m., January 3, 2022. Submit proposal in a **sealed envelope**, labeled **Submittal for RFP V&T RAILWAY COMMISSION 2021-26** to one of the following:

Mail/Delivery To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

In-Person To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

6.3 Submissions must include a master copy (so marked) of the Proposal and one electronic copy (Adobe Acrobat format) saved onto a PC readable medium (flash drive), to include a

title page showing the RFP subject; the firm's name, address, telephone number and email address of a contact person. The Proposal must be received on or before the date and time set forth in Section 6.2 of this RFP. Proposals shall be clear, straightforward, and not exceed 30 single-sided pages or 15 double-sided pages in length not including company brochures. Company brochures may be provided.

Final Date for Submittal of Questions: Questions regarding this RFP will be accepted through 12:00 p.m. on Monday, December 6, 2021. Questions shall be submitted in a letter format in writing via e-mail or mail to:

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson St., Suite 100, Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 6.4 **LATE PROPOSALS WILL NOT BE ACCEPTED.** Prospective proposers are responsible for ensuring their proposals arrive on or before the designated time and date to the address provided in Section 6.2.
- 6.5 All questions in the questionnaire must be completed. All requested documents must be provided.

7. EVALUATION AND AWARD PROCESS

- 7.1 The V&T RAILWAY COMMISSION shall use its best judgment in conducting a comparative assessment of the proposals.
- 7.2 The V&T RAILWAY COMMISSION shall select a finalist which possess the ability to service the V&T RAILWAY COMMISSION's needs based on the recommendation of the Selection Committee.
- 7.3 Notifications will be sent to all persons submitting proposals after the contract(s) have been awarded by the V&T RAILWAY COMMISSION.
- 7.4 The V&T RAILWAY COMMISSION reserves the right to terminate the contract(s) with at least 30 days prior written notice, or to terminate with cause at any time.
- 7.5 No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract(s). If any person contemplating submitting a bid for the contract(s) is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, the person may submit to the V&T RAILWAY COMMISSION a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The V&T RAILWAY COMMISSION will not be responsible for any other explanation or interpretations of the proposed documents.
- 7.6 The V&T RAILWAY COMMISSION reserves the right to reject all bids and to waive any informality in bids.

RECOMMENDATION FOR AWARD will be made based on the evaluation results of the Selection Committee.

FINAL SELECTION will be made by the V&T RAILWAY COMMISSION anticipated to be January 27, 2022. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the V&T RAILWAY COMMISSION shall be deemed final.

Anticipated Schedule:

Release RFP	November 15, 2021
Submittal of Questions	December 6, 2021, by 12:00 pm
Response to Questions	December 20, 2021, by 5:00 pm
RFP Submittal Deadline	January 3, 2022, by 2:00 pm
Presentations/Interviews	January 27, 2022
V&T RAILWAY COMMISSION Issues Contract	February 24, 2022

8. RFP REQUIREMENTS

8.1 Respondents should submit any information which documents successful and reliable experience in past performance like those of the requirements of this proposal.

9. REQUIRED INFORMATION

The factors listed in this section will weigh heavily into the V&T RAILWAY COMMISSION's decision-making process on this RFP. These evaluation requirements are minimum requirements.

9.1 A Statement of Project Understanding

- a. Describe your experience with railroad track and right-of-way maintenance work. Provide references to past performance. Explain your experience with work on uncontrolled branch line track. Explain your experience working on the V&T RAILWAY COMMISSION'S track and/or the V&T Railroad track and right-of-way as applicable or other applicable shortline Class 1 or Class 2 tourist track. Explain your experience in record keeping and your experience in documenting FRA Track Safety Defects and identifying necessary corrective actions as required by 49 CFR Part 213. List Specific References

9.2 Key Personnel Information:

- a. Identify the personnel you plan to assign to the project. Provide a brief resume for these individuals detailing the experience, qualifications and certifications they possess.

9.3 Capacity

- a. Identify how you will approach the task of initiating and fully implementing these services and identify the equipment, vehicles, hand and power tools and other tool resources your firm will provide for the project.

9.4 Ability to Respond to Unplanned Situations

- a. Provide a description of your availability and your time frames necessary to respond to unplanned situations including derailment response, storm repair

response and repairs to track or right-of-way due to vandalism. How will your firm respond to emergency call outs if required?

9.5 Cost Proposal for Basic & Special Services

- a. Complete the attached "Cost Proposal Form" and include it with your response to the RFP.

10. EVALUATION CRITERIA:

Having determined that a proposal meets the basic requirements, the Selection Committee will then evaluate it with respect to each of the following elements (a total of 100 points possible):

10.1 Qualifications (Maximum 25 points). The Selection Committee will consider:

- length of time in business,
- past performances,
- apparent capabilities to perform well in the execution of its obligations under a contract as evidenced by an individual or a corporation's or firm's leadership and management personnel,
- size of organization,
- project manager,
- support staff, and
- any other pertinent information submitted by the proposer.

10.2 Personnel (Maximum 15 points). The Selection Committee will consider the staffing method of providing coverage proposed in the response. The Selection Committee will also consider the level of capabilities of the individual or personnel and their ability to communicate effectively and timely.

10.3 Capacity (Maximum 15 points). The Selection Committee will review the proposal for its completeness and evaluate how the proposer will approach the task of initiating and fully implementing these services including identification of the equipment, vehicles, hand and power tool resources the proposer will provide. The demonstration of assurance of performance as to quality and efficiency will be weighted when scoring.

10.4 Ability to Respond to Unplanned Situations (Maximum 15 points). The Selection Committee will consider the proposers availability and timeframes necessary to respond to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism. Be specific.

10.5 Cost Proposal (Maximum 30 points). The cost proposal for full performance in meeting the requirements of the RFP will be of major consideration under this category. The Selection Committee may also refer to the line-item information that has been provided.

10.6 In-Person Presentation Evaluation Criteria (a total of 100 points possible):

- a) Did the presenting person prove expertise in railroad track inspection and railroad track and right-of-way maintenance services? (Maximum 30 points)

- b) Did the presenting person demonstrate knowledge of FRA Class 2 Track Safety Standards? (Maximum 25 points)
- c) Did the presenting person adequately identify the personnel and tools and equipment necessary to complete the required track maintenance services? (Maximum 15 points)
- d) How well did the presenting person address evaluators' questions? (Maximum 10 points)
- e) Did the presenting person indicate the ability to respond to emergency situations due to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism? (Maximum 20 points)

11. OBJECTION BY UNSUCCESSFUL PROPOSER:

- 11.1 Any unsuccessful proposer may file an objection to the V&T RAILWAY COMMISSION regarding the selection made by the Selection Committee by following the procedure outlined in paragraph below. Information on the results of the Selection Committee's aggregate evaluation may be obtained upon request and will be emailed to each respondent.
- 11.2 Any objection shall be written and submitted to the V&T RAILWAY COMMISSION Board of Directors c/o Nevada Commission for the Reconstruction of the V&T Railway at the address identified in Section 6.3 within five (5) calendar days after a recommendation to award a contract has been posted to the V&T RAILWAY COMMISSION Website. The V&T RAILWAY COMMISSION Selection Committee will stay any award actions until after the V&T RAILWAY COMMISSION Selection Committee has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the V&T RAILWAY COMMISSION Board of Directors, who will render a final decision. No protests will be heard by the V&T RAILWAY COMMISSION unless the proposer has followed the appeal process. The V&T RAILWAY COMMISSION is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in the process.

12. LIST OF REQUIRED DOCUMENTS

- 12.1 Nevada Business License
- 12.2 Proof of Insurance Coverage
- 12.3 Organizational chart, if the proposer is a company or firm
- 12.4 Resume Form: Complete a resume form, including, for corporations or firms, one form for each person employed by or contracted with your company or firm which will assist with the completion of the scope of work for this RFP.
- 12.5 Cost Proposal Form

13. COST PROPOSAL

- 13.1 The cost proposal shall not be marked "confidential". Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as "confidential".
- 13.2 Proposers shall provide one (1) PDF Cost Form.

14. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn at any time upon written notice to the V&T RAILWAY COMMISSION.

15. CONFIDENTIAL INFORMATION:

Any information deemed confidential or proprietary should be clearly identified by the proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information of data submitted with this proposal will not be returned.

16. CONTRACT TERMINATION:

The V&T RAILWAY COMMISSION reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

- 16.1 Failure to provide sufficient personnel as identified in the response to the RFP.
- 16.2 Failure to provide the key personnel as identified in the response to the RFP.
- 16.3 Substitution of key personnel without prior approval of the V&T RAILWAY COMMISSION.

17. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Proposer's attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements, the proposal may be disqualified.

18. FUNDING OUT CLAUSE:

Proposers shall be aware that any contract(s) resulting from this RFP shall be subject to cancellation without penalty in the event that V&T RAILWAY COMMISSION's funding authority fails to obligate funds requisite for its continued operations.

19. STATUS OF SUCCESSFUL PROPOSERS:

The successful proposer will be an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the V&T RAILWAY COMMISSION.

20. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

Successful proposer shall always be in compliance with immigration and naturalization laws regarding the eligibility of their employees or subcontractors to work in the United States.

21. OPEN MEETING LAW:

Proposers shall be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting. Any resultant award may be defended against any challenge by the Carson City District Attorney's Office.

22. ATTACHMENTS:

- a. Cost Proposal Form
- b. Track Maintenance Services Evaluation Form
- c. Sample Contract

END OF DOCUMENT

DRAFT

COST PROPOSAL

Cost Proposal of _____(hereinafter called "PROPOSER"), organized and existing under the laws of the State of _____doing business as _____* To the Nevada Commission for the Reconstruction of the V & T Railway (hereinafter called "OWNER").

In compliance with your Request for Proposals, PROPOSER will perform all the SERVICES Identified in the Request for Proposals for the **TRACK MAINTENANCE SERVICES** in strict accordance with the Provisions and Requirements contained therein at the prices stated below.

By submission of this COST PROPOSAL, PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

* Insert "a corporation", "a partnership", "an additional" as applicable.

COST PROPOSAL

PROPOSER agrees to perform all the work described in the Request for Proposal for the following prices:

NOTE: Proposals shall include sales tax and all other applicable taxes and fees.

V&T RAILWAY COMMISSION TRACK MAINTENANCE CONTRACT - COST PROPOSAL					
<u>SERVICES</u>					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE
1	Once Weekly Eureka to Gold Hill On-Track Inspection & Light Maintenance, Including Inspection Report	DAY	20		
2	Once Weekly Eureka to Gold Hill On-Track Inspection without Maintenance, Including Inspection Report	DAY	22		
3	Twice Weekly Railbike Block Track Inspections without Maintenance (MP 4.5 TO MP 7.5) (When Trains not Running)	DAY	30		
4	Special Heat, Storm, Supervisor, or other Inspections (As Directed)	DAY	6		
5	Track Maintenance: 2-Man Maintenance Crew (As Directed)	DAY	6		
6	Track Maintenance: 3-Man Maintenance Crew (As Directed)	DAY	4		
7	Track Maintenance: 4-Man Maintenance Crew (As Directed)	DAY	4		
8	Track Maintenance: Rail Joint Bar Oiling/Track Bolt Nut Retensioning, Anchor Resetting, Plug & Respike One-Third (1/3) of VTRW Track per year, 3- Man Crew (As Directed)	DAY	4		
9	Linehan Road Crossing Signal Monthly Inspection & Testing Services, Including Inspection Report	MONTH	12		
10	Ballast Regulator w/Operator Including one Move In/Out Cost (As Directed)	DAY	5		
11	Track Tamper w/Operator Including one Move In/Out Cost (As Directed)	DAY	4		
12	Rail Welding & Grinding (As Directed)	DAY	4		
13	Vegetation Control: Application of Pre-Emergent on 12.2 miles of railroad roadbed (Not Including Material)	LS	1		
14	Hourly Services - Foreman (As Directed)	HR	8		
15	Hourly Services - Laborer (As Directed)	HR	24		
<u>MATERIAL MARKUPS</u>					
ITEM	DESCRIPTION	UNIT	ESTIMATED MATERIAL/RENTAL COST	MARKUP PERCENTAGE (%)	PRICE
16	Markup on Material Purchased or Equipment Rental by Contractor on Behalf of VTRW- Estimated at \$25,000 per year	LS	\$25,000		
<u>TOTAL PRICE:</u>					-

Respectfully submitted:

Signature

Address

Title

Date

State of Nevada Railroad Contractor License Number

(SEAL-if PROPOSAL is by a corporation)

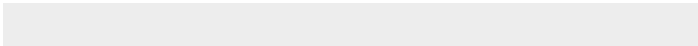
Attest _____

DRAFT

V&T RAILWAY COMMISSION
RFP 2021-26 Track Maintenance Services

Criteria	Max (Points)	Score (Points)	Revised Score (Points)	Notes
10.1 Experience Describe your experience with railroad track and right-of-way maintenance work and with your experience on V&T RAILWAY COMMISSION track and right-of-way, if applicable. Provide references to past performance. Explain your experience with work on uncontrolled branch line track. Explain your experience in record keeping and your experience in documenting FRA Track Safety Defects and identifying necessary Corrective Actions as required by 49 CFR Part 213. List Specific References.	25			
10.2 Personnel Identify the personnel you plan to assign to the project. Provide a brief resume for these individuals detailing the experience, training completed, and the qualifications they possess.	15			
10.3 Capacity Identify how you will approach the task of initiating and fully implementing these services and identify the equipment, vehicles, and hand tool and power tool resources your company will provide.	15			
10.4 Ability to Respond to Unplanned Situations Provide a description of your availability and your time frames necessary to respond to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism. How will your firm respond to emergency call outs if required? Be specific.	15			
10.5 Cost Proposal Complete the attached "Cost Proposal Form" and include it with your response to the RFP.	30			
Subtotal (Maximum 100 points)	100			

V&T RAILWAY COMMISSION
RFP 2021-26 Track Maintenance Services



10.6 In-Person Presentation Evaluation Criteria (a total of 100 points possible):			
a)	Did the presenting person prove expertise in railroad track inspection and railroad track and right-of-way maintenance services?	30	
b)	Did the presenting person demonstrate knowledge of FRA Class 2 Track Safety Standards?	25	
c)	Did the presenting person adequately identify the personnel and tools and equipment necessary to complete the required track maintenance services?	15	
d)	How well did the presenting person address evaluators' questions?	10	
e)	Did the presenting person indicate the ability to respond to emergency situations to conduct on-track special inspections and repairs due to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism?	20	
<i>In-Person Subtotal (Maximum 100 points)</i>		100	
<i>Grand Total</i>		200	

Evaluator Initials:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between

Agency Name:	Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, Nevada 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, the Commission desires to retain Contractor for track maintenance services; and

WHEREAS, the Contractor is desirous of serving the Commission as its track maintenance services contractor; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of the Contractor is both necessary and in the best interests of the Commission

NOW, THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Date	To:	Date
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK
See Exhibit A "Scope of Work and Cost Proposal"

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

Total Contract Not to Exceed:	\$
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The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work.

5. **BILLING SUBMISSION: TIMELINESS.**

- A. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
- B. The Commission agrees to make payments to Contractor within thirty (30) days after Contractor submits a monthly invoice reflecting the separately delineated costs expended on behalf of the Commission.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the Commission sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the Commission.

7. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Commission Termination for Non-Appropriation. The continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available. The Commission may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Commission's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 7D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the Commission 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 the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 7C, above, shall run concurrently, unless the notice expressly states otherwise.

8. **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 attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
9. **LIMITED LIABILITY.** The Commission 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. Damages for any Commission 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.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
12. **INSURANCE SCHEDULE.** The Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the Commission shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Commission.

A. **Workers' Compensation and Employer's Liability Insurance.**

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.

2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the Commission a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1) General Aggregate	\$2,000,000
2) Products – Completed Operations Aggregate	\$1,000,000
3) Personal and Advertising Injury	\$1,000,000
4) Each Occurrence	\$1,000,000

C. Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1) Each Claim	\$1,000,000
2) Annual Aggregate	\$1,000,000

Mail all required insurance documents to the Commission at the address identified on page one of the Contract.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
15. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests or attorney-client privilege.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall be fit for ordinary use, of good quality, with no material defects.
18. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
19. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement shall not be assigned by either the Commission or the Contractor without the prior written consent of the other party to this Agreement. The Contractor shall not subcontract any substantial portion of this Agreement without the Commission's prior written consent.
20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. 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. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____ Contractor's Signature	_____ Date	_____ Contractor's Title
_____ Nevada Commission for the Reconstruction of the V&T Railway	_____ Date	_____ Title

SAMPLE



**Proposal for Track Maintenance Services 2021-2026
for the V&T Railway Commission**

Gabriel Willaman Railroad Construction

PO Box 19067

Reno NV 89511

(775)815-8756

Gabe8929@hotmail.com



V&TRW BASIC AND SPECIAL TRACK SERVICES PROPOSAL

GABRIEL WILLAMAN RAILROAD CONSTRUCTION

Project Understanding

- I am pleased to tell you about myself and company. We are a veteran owned company who have been in business since 2012 but, I Gabe Willaman have been performing maintenance of way work for 31 years. I started working for my dad when I was still in high school. I have worked on and performed track inspections on quite a few industry tracks, some of which carry hazardous material. I have also worked on Union Pacific mainline tracks, where I learned more of the federal regulations than I did while just working on industry tracks. I have worked on tourist tracks such as the Nevada Northern, The V&TRR and the V&TRW. I will be the project manager for the V&TRW if we get the contract.

Personnel

- We are well versed completing track inspections and filling out track inspection forms. My crew has two full time FRA qualified track inspectors but I do have the ability to call up three more to fill in any scheduling gaps. We are competent in the FRA regulations and the inspection process as well as the need to have inspection reports filled out clearly and correctly.

Our main two full time track inspectors are:

Dennis Nelson who has over a decade of working on railroad track. He is an FRA qualified track inspector. He became a track supervisor in 2014. He lives four miles from the V&TRW so he can be on site within minutes.

Gabriel Willaman who has over three decades of working railroad track and is an FRA qualified track inspector. He became a track supervisor in 1999. He lives in Reno NV, but has a shop less than a mile from the V&TRW. From his house he can be on site in less than an hour.

Our back up track inspectors are:

Chris Fretter who worked on track for 12 years. He became a track supervisor in 2010. He is an FRA qualified track inspector. He lives in Lockwood NV and can be on site within an hour.

Beau Fretter who worked on track for 11 years. He became a track supervisor in 2011. He is an FRA qualified track inspector. He lives in Reno NV and can be on site within an hour.



Ernest Gonzales who worked for the Southern Pacific and Union Pacific for 35 years. He became a track supervisor in 1981. He is an FRA qualified track inspector. He lives in Fallon NV. And can be on site within two hours.

We do have three track laborers who are not qualified track inspectors who we call on time to time for track work.

Capacity

- We have a hi-rail truck, ballast regulator, hydraulic track tools such as; a hydraulic rail saw, a hydraulic impact wrench, hydraulic rail drill, hydraulic grinder, hydraulic spike puller. We also have standard track tools such as; spike mauls, claw bars, plug punches, picks, shovels, lining bars, pinch bars, track wrenches, and tamping bars. We also have gas back-ups of some of our hydraulic tools. We are able to rent anything else we would need from Tom Grey who owns and operates the V&TRR or United Rentals, or another equipment rental business.

Ability to Respond to Unplanned Situations

- We have the ability to respond to emergencies very quickly. We can and have responded to V&TRW emergencies within an hour. We are available 24 hours a day.

We have never had a reportable safety incident in our company's history. We believe in performing our work in the safest manner possible. Safety is paramount, safety of passengers and employees.

COST PROPOSAL

Cost Proposal of Gabriel Willaman Railroad Construction (hereinafter called "PROPOSER"), organized and existing under the laws of the State of Nevada doing business as Gabriel Willaman Railroad Construction * To the Nevada Commission for the Reconstruction of the V & T Railway (hereinafter called "OWNER").

In compliance with your Request for Proposals, PROPOSER will perform all the SERVICES Identified in the Request for Proposals for the **TRACK MAINTENANCE SERVICES** in strict accordance with the Provisions and Requirements contained therein at the prices stated below.

By submission of this COST PROPOSAL, PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

* Insert "a corporation", "a partnership", "an additional" as applicable.

Gabriel Willaman Railroad Construction
 PO Box 19067
 Reno NV 89511
 (775)815-8756
 Nevada Contractor's License #77199



PROPOSAL FOR:
 VTRW 2021-2026 TRACK MAINTENANCE SERVICES – COST SCHEDULE (Per Calendar Year)

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
<u>BASIC SERVICES</u>					
1	Once Weekly On-Track Inspection With Light Maintenance	Day	20	\$625.00	\$12,500.00
2	Once Weekly On-Track Inspection Without Maintenance	Day	22	\$550.00	\$12,100.00
3	Railbike Block inspection Without Maintenance	Day	30	\$200.00	\$6,000.00
4	Special Heat or Storm Inspection Without Maintenance as Directed	Day	6	\$400.00	\$2,400.00
5	Track Maintenance 2 Man Crew	Day	6	\$800.00	\$4,800.00
6	Track Maintenance 3 Man Crew	Day	4	\$1200.00	\$4,800.00
7	Track Maintenance 4 Man Crew	Day	4	\$1700.00	\$6,800.00
8	Rail joint bar oiling one third of VTRW track per year	Day	4	\$1200.00	\$4,800.00
9	Linehan Road Crossing Signal Inspection	Month	12	\$425.00	\$5,100.00
10	Ballast Regulator with Operator	Day	5	\$900.00	\$4,500.00
11	Track Tamper with Operator and one ground man	Day	4	\$1800.00	\$7,200.00
12	Rail Welding and Grinding	Day	4	\$900.00	\$3,600.00
13	Vegetation Control: Application of Pre-Emergent on railroad roadbed labor	LS	1	\$4000.00	\$4,000.00
14	Foreman's hourly rate	Hour	8	\$75.00	\$600.00
15	Laborer's hourly rate	Hour	24	\$50.00	\$1,200.00
16	Markup on material purchased or equipment rental by GW railroad	LS	\$25,000.00	27%	\$31,750

SUBTOTAL: \$112,150.00

Authorized material purchases and equipment rentals made by Gabriel Willaman Railroad Construction will be billed at cost plus 27% Gabriel Willaman Railroad requires at least of 60% of yearly proposed cost to be paid out each year regardless of V&TRW operations.

Respectfully submitted:

[Handwritten Signature]
Signature

P.O. Box 19067 Reno NV 89511
Address

Owner
Title

12/20/21
Date

State of Nevada Railroad Contractor License Number # 77199

(SEAL-if PROPOSAL is by a corporation)

Attest _____

DRAFT