

**NOTICE OF PUBLIC MEETING OF THE  
CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**WEDNESDAY, APRIL 8, 2015**

**(This meeting will begin immediately after the adjournment  
of the CAMPO meeting, which begins at 4:30 P.M.)**

**COMMUNITY CENTER- SIERRA ROOM**

**851 EAST WILLIAM STREET**

**CARSON CITY, NEVADA**

**NOTE:** The Carson City Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson City Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [ppittenger@carson.org](mailto:ppittenger@carson.org), or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on April 6, 2015).

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

**AGENDA**

**A. ROLL CALL AND DETERMINATION OF A QUORUM**

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

**C. For Possible Action: APPROVAL OF MINUTES**

**C-1** For Possible Action: Action to approve the minutes of the February 11, 2015 meeting.

**D. AGENDA MANAGEMENT NOTICE:** Items on the agenda may be taken out of order; RTC may combine two or more agenda items for consideration; and RTC may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**E. DISCLOSURES:** Any member of the Commission that may wish to explain any contact with the public regarding an item on the agenda or business of the Commission.

**F. PUBLIC MEETING ITEMS:**

**F-1** For Possible Action: To determine that Justin Wilson Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-103, "Western Nevada College Sidewalk Project" for a bid amount of \$58,700.00, plus a contingency amount of \$8,805.00, for a total not to exceed price of \$67,505.00 to be funded from the Regional Transportation Fund, Capital Outlay account as provided in FY 2014/2015 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Western Nevada College Sidewalk Project. The project consists of constructing approximately 3,200 square feet of concrete sidewalk, 120 feet of curb and gutter, asphalt paving and patch, pedestrian ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

**F-2** Information regarding an update on the Carson City ADA Transition Plan for Transportation Facilities.

**Staff Summary:** Staff will provide an update on activity regarding the ADA Transition Plan for Transportation Facilities to date.

**F-3** For Possible Action: To approve staff's pursuit of a grant with the Federal Lands Access Program (FLAP) in the amount of \$2,000,000, and authorize the RTC Chairman to sign the application and associated Certifications and Assurances.

**Staff Summary:** Staff has found the Federal Lands Access Program to be an eligible grant for reconstructing Sierra Vista Lane and improving access to Federal lands. Staff is requesting approval to pursue a grant application with the Federal Lands Access Program. The deadline to submit a grant application is May 8, 2015. Grant funds would be used to reconstruct a 2.5 mile portion of Sierra Vista Lane, south of Pinion Hills Road, including way finding signs and parking areas to improve access to Federal lands and the Carson River. If the grant is awarded and accepted by the RTC, a 5% match (approximately \$100,000) would be required.

**G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)**

**G-1** Street Operations Report – February 2015

**Staff Summary:** Monthly Status Report for the Commission's information.

**G-2** Project Status Report

**Staff Summary:** Monthly Status Report for the Commission's information.

**G-3** Future Agenda Items

**H. COMMISSION COMMENTS:** Status reports and comments from the members of the Regional Transportation Commission.

I. **PUBLIC COMMENT:** Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

J. For Possible Action: **ADJOURNMENT**

The next regular meeting is tentatively scheduled for Wednesday, May 13, 2015, immediately after the adjournment of the CAMPO meeting, which begins at 4:30 p.m., at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations  
before 5:00 p.m. on Thursday, April 2, 2015:  
CITY HALL, 201 North Carson Street  
CARSON CITY LIBRARY, 900 North Roop Street  
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street  
CARSON CITY PUBLIC WORKS, 3505 Butti Way  
PLANNING DIVISION, 2621 108 E. Proctor Street

**DRAFT MINUTES**  
**Regular Meeting**  
**Carson City Regional Transportation Commission**  
**Wednesday, February 11, 2015 ● 5:00 PM**  
**Community Center Sierra Room, 851 East William Street, Carson City, Nevada**

**Commission Members**

**Chairperson – Brad Bonkowski      Vice Chair – Jim Smolenski**  
**Commissioner – Robert Crowell      Commissioner – Mark Kimbrough**  
**Commissioner – Robert McQueary**

**Staff**

Patrick Pittenger, Transportation Manager  
Daniel Doenges, Senior Transportation Planner  
Joseph Ward, Senior Deputy District Attorney  
Tamar Warren, Deputy Clerk/Recording Secretary

**NOTE:** A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

**A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:59:50) –** Vice Chairperson Smolenski called the meeting to order. Roll was called and a quorum was present.

<b>Attendee Name</b>	<b>Status</b>	<b>Arrived</b>
Chairperson Brad Bonkowski	Absent	
Vice Chairperson Jim Smolenski	Present	
Commissioner Robert Crowell	Present	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Present	

**B. PUBLIC COMMENT (5:00:19) –** None.

**C. FOR POSSIBLE ACTION: APPROVAL OF MINUTES**

**C-1 FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE DECEMBER 10, 2014 MEETING.**

**(5:01:02) – MOTION: I move to approve the minutes of the December 10, 2014 RTC meeting as presented.**

<b>RESULT:</b>	<b>APPROVED (4-0-0)</b>
<b>MOVER:</b>	McQueary
<b>SECONDER:</b>	Kimbrough
<b>AYES:</b>	Smolenski, Crowell, Kimbrough McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	Bonkowski

**D. AGENDA MANAGEMENT NOTICE (5:01:19) –** None.

**E. DISCLOSURES**

(5:01:25) – Member Crowell disclosed a conversation with Mr. Pittenger regarding a request for analysis of traffic counts at John Mankins Park South of College Parkway and west of Carson Street.

**F. PUBLIC HEARING ITEMS**

**F-1 FOR POSSIBLE ACTION: TO APPOINT A MEMBER OF THE REGIONAL TRANSPORTATION COMMISSION (RTC) TO SERVE ON THE TAHOE TRANSPORTATION DISTRICT (TTD) BOARD OF DIRECTORS AS AN ALTERNATE TO THE CHAIR.**

(5:02:11) – Vice Chairperson Smolenski introduced the item.

(5:02:25) – Mr. Pittenger presented the agenda materials which are incorporated into the record, adding that Member Kimbrough was currently serving on the Tahoe Transportation District (TTD) Board of Directors as an alternate to the Chair.

There were no commissioner or public comments.

**(5:03:35) – MOTION: I move to appoint Mark Kimbrough to serve on the Tahoe Transportation District Board of Directors as an alternate to the Chair.**

<b>RESULT:</b>	<b>APPROVED (4-0-0)</b>
<b>MOVER:</b>	McQueary
<b>SECONDER:</b>	Crowell
<b>AYES:</b>	Smolenski, Crowell, Kimbrough McQueary
<b>NAYS:</b>	None
<b>ABSTENTIONS:</b>	None
<b>ABSENT:</b>	Bonkowski

**G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**

**G-1: STREET OPERATIONS REPORT – DECEMBER 2014**

(5:04:33) – Mr. Pittenger referred to the Carson City Public Works Street Operations Division’s December 2014 Status Report, incorporated into the record, adding that there were no significant issues to report and that the day-to-day operations were being conducted by Staff.

**G-2: PROJECT STATUS REPORT**

(5:05:02) – Mr. Pittenger highlighted the progress of the current projects, incorporated into the record, adding that the street improvements would impact traffic and City transportation. He also noted several street closure dates and times related to the downtown project, which would be announced in the Sunday edition Nevada Appeal.

**G-3: FUTURE AGENDA ITEMS**

(5:06:30) – Closeout of the Nye Lane project, an agreement with NDOT to access federal funds for the Freeway Multi-Use Path extension, and Carson City’s safety improvements.

**H. COMMISSION COMMENTS (5:12:18) – None.**

**I. PUBLIC COMMENT (5:10:15) – None.**

**J. FOR POSSIBLE ACTION: ADJOURNMENT**

**(5:12:22) – MOTION: Commissioner Crowell moved to adjourn the meeting. The meeting adjourned at 5:12 p.m.**

The Minutes of the February 11, 2015 Carson City Regional Transportation Commission meeting are so approved this 8<sup>th</sup> day of April, 2015.

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BRAD BONKOWSKI, Chair

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** March 26, 2015

**Meeting Date:** April 8, 2015  
**Labor Commissioner PWP #** CC-2015-041  
Federal Project# TAP-0025(026)  
NDOT Project # 73781

**To:** Regional Transportation Commission  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To determine that Justin Wilson Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-103, "Western Nevada College Sidewalk Project" for a bid amount of \$58,700.00, plus a contingency amount of \$8,805.00, for a total not to exceed price of \$67,505.00 to be funded from the Regional Transportation Fund, Capital Outlay account as provided in FY 2014/2015 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Western Nevada College Sidewalk Project. The project consists of constructing approximately 3,200 square feet of concrete sidewalk, 120 feet of curb and gutter, asphalt paving and patch, pedestrian ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

**Type of Action Requested:** (check one)

- (  ) None – Information Only
- (  ) Formal Action/Motion

**Recommended Commission Action:** I move to determine that Justin Wilson Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-103, "Western Nevada College Sidewalk Project" for a bid amount of \$58,700.00, plus a contingency amount of \$8,805.00, for a total not to exceed price of \$67,505.00 to be funded from the Regional Transportation Fund, Capital Outlay account as provided in FY 2014/2015 budget.

**Explanation for Recommended Commission Action:** *NOTICE TO CONTRACTORS* were distributed on February 17, 2015 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on February 17, 2015.

The bids were opened at approximately 10:10 a.m. on March 17, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Leslie Skinner, Spanish Springs Construction; Martin Waite, MNW Construction; John Garrett, Peek Brothers Construction; Justin Wilson, JWC; Wes Coons, Coons Construction; Shyla Lemons and Rick Cooley from Public Works, and Kim Belt, Purchasing and Contracts.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics.

<b>Name of Bidder</b>	<b>Total Bid</b>
Justin Wilson Construction	\$58,700.00
Coons Construction	\$72,023.10
MNW Construction	\$76,788.15
Peek Brothers Construction	\$78,980.00
Spanish Springs Construction	\$84,444.00

Staff recommends award to Justin Wilson Construction as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

**Applicable Statute, Code, Rule or Policy:** N.R.S. Chapter 338 Public Works

**Engineers Estimate:** \$75,000.00

**Fiscal Impact:** Not to exceed \$67,505.00.

**Explanation of Impact:** If approved the below referenced account could be decreased by \$58,700.00, plus a contingency of \$8,805.00, for a not to exceed amount of \$67,505.00.

**Funding Source:** Regional Transportation Fund – Capital Outlay – account number 250-3035-431.70-40 for \$58,700.00, plus a contingency of \$8,805.00, for a not to exceed amount of \$67,505.00.

**Alternatives:** Determine another bidder is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 or do not award the contract.

**Supporting Material:** Bid Tabulation Report, Contract No. 1415-103, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: *Patricia Potter*  
(Transportation Manager)

Date: 3/30/15

*[Signature]*  
(Public Works Director)

Date: 3/30/15

*Michael R. Pinto*  
(Finance Director)

Date: 3/30/15

*Joseph L. Ward Jr.*  
(District Attorney's Office)

Date: 3/30/15

**Commission Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Vote Recorded By)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Title: Western Nevada College Sidewalk Project

### Contract No.: 1415-103

THIS CONTRACT made and entered into this 8<sup>th</sup> day of April, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Justin Wilson Construction, LLC., hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1415-103**, titled **Western Nevada College Sidewalk Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

#### 1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

#### 2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1415-103 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, hereinafter all referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract.

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

For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Western Nevada College Sidewalk Project

Contract No.: 1415-103

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Justin Wilson, President  
Justin Wilson Construction, LLC.  
1662 Walker Drive  
Carson City, NV 89701  
email: [justinwilsonconst@gmail.com](mailto:justinwilsonconst@gmail.com)

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

Carson City Purchasing and Contracts  
Kim Belt, Purchasing and Contracts Manager  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137 / FAX 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Fifty Eight Thousand Seven Hundred and 00/100 (\$58,700.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Title: Western Nevada College Sidewalk Project

### Contract No.: 1415-103

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Title: Western Nevada College Sidewalk Project

### Contract No.: 1415-103

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Subsection 6.3** (Cause Termination for Default or Breach):

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Western Nevada College Sidewalk Project

Contract No.: 1415-103

is finished.

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

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

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

## 6.5 Time to Correct (Declared Default or Breach):

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

## 6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

## Title: Western Nevada College Sidewalk Project

### Contract No.: 1415-103

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with Section 21 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

#### 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

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(Construction Independent Contractor Agreement)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## 8. FAIR EMPLOYMENT PRACTICES:

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

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

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

## 9. PREFERENTIAL EMPLOYMENT:

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

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

#### 10. REMEDIES:

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

#### 11. LIMITED LIABILITY:

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

#### 12. FORCE MAJEURE:

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

#### 13. INDEMNIFICATION:

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

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

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

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

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

## 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

## 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified

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below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

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

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

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**.

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

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

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

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

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

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

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

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

15.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City

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Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

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

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

#### 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

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

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

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

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

#### 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

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

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

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

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

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

15.22.5 A certified copy of this policy may be required.

#### 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit

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

#### 16. **BUSINESS LICENSE:**

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

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

#### 17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

#### 18. **WAIVER OF BREACH:**

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

#### 19. **SEVERABILITY:**

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

#### 20. **ASSIGNMENT / DELEGATION:**

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

#### 21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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

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

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

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

#### 22. **PUBLIC RECORDS:**

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

#### 23. **CONFIDENTIALITY:**

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

#### 24. **FEDERAL FUNDING:**

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

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

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

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

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

#### 25. **LOBBYING:**

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

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

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

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

## 26. **GENERAL WARRANTY:**

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

## 27. **PROPER AUTHORITY:**

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

## 28. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

## 29. **GOVERNING LAW / JURISDICTION:**

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

## 30. **ENTIRE CONTRACT AND MODIFICATION:**

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

## 31. **ACKNOWLEDGMENT AND EXECUTION:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Title: Western Nevada College Sidewalk Project**

**Contract No.: 1415-103**

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Finance Director  
Attn: Kim Belt, Purchasing and  
Contracts Manager  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Kim Belt

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Darren Schulz, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
[DSchulz@carson.org](mailto:DSchulz@carson.org)

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Title: Western Nevada College Sidewalk Project**

**Contract No.: 1415-103**

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

**CONTRACTOR**

**BY:** Justin Wilson

**TITLE:** President

**FIRM:** Justin Wilson Construction, LLC.

**CARSON CITY BUSINESS LICENSE #:** 15-00030324

**NEVADA CONTRACTORS LICENSE #:** 78017

**Address:** 1662 Walker Drive

**City:** Carson City **State:** NV **Zip Code:** 89701

**Telephone:** 775-690-2378

**E-mail Address:** justinwilsonconst@gmail.com

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Title: Western Nevada College Sidewalk Project**

**Contract No.: 1415-103**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of April 8, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-103** and titled **Western Nevada College Sidewalk Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
BRAD BONKOWSKI, CHAIRPERSON

DATED this 8<sup>th</sup> day of April, 2015.

## ATTEST:

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 8<sup>th</sup> day of April, 2015.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: **Western Nevada College Sidewalk Project**

Contract No.: **1415-103**

## PERFORMANCE BOND

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

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID # 1415-103** and titled **Western Nevada College Sidewalk Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called  
CONTRACTOR, and \_\_\_\_\_ a  
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter  
called CITY, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
\_\_\_\_\_ for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID #1415-103** and titled **Western Nevada College Sidewalk Project** in accordance with drawings and  
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

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

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



**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** March 25, 2015

**Meeting Date:** April 8, 2015

**To:** Regional Transportation Commission

**From:** Dan Doenges, Senior Transportation Planner

**Subject Title:** Information regarding an update on the Carson City ADA Transition Plan for Transportation Facilities.

**Staff Summary:** Staff will provide an update on activity regarding the ADA Transition Plan for Transportation Facilities to date.

**Type of Action Requested:** (check one)

() None – Information Only

() Formal Action/Motion

**Recommended Commission Action:** N/A

**Explanation for Information Item:** The ADA Transition Plan for Transportation Facilities has been completed following a public information meeting on the plan that took place on March 17. Overall, feedback regarding the plan was positive from the public that attended the information meeting. There were not any comments specifically regarding the plan.

Now that the plan has been completed, public works will, to the best of its ability, follow the prioritization schedule outlined in the plan when selecting locations to implement improvements. This will also be governed by available funding or conditions of any grants awarded for these types of improvements. The plan provides for a specific implementation schedule, however, this does not mean other improvements will not be pursued when requested or when opportunities arise to construct improvements that are deemed cost-effective or appropriate (for example, as part of a larger roadway reconstruction project).

The ADA Transition Plan for Transportation Facilities is considered a living document to be updated frequently and expanded upon when feasible to cover a larger geographical area of the city. It is meant to guide the implementation of improvements and should be reviewed periodically to ensure that it is being carried out in the most effective manner.

**Applicable Statute, Code, Policy, Rule or Policy:** N/A

**Fiscal Impact:** N/A

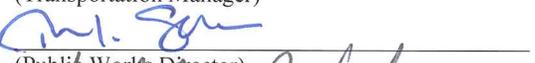
**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** N/A

**Supporting Material:** ADA Transition Plan for Transportation Facilities without appendices, summary detailing background and process.

**Prepared By:** Dan Doenges, Senior Transportation Planner

<b>Reviewed By:</b>	 _____ (Transportation Manager)	Date: <u>3/30/15</u>
	 _____ (Public Works Director)	Date: <u>3/30/15</u>
	 _____ (Finance Director)	Date: <u>3/30/15</u>
	 _____ (District Attorney's Office)	Date: <u>3/30/15</u>

# ADA Transition Plan AND SIDEWALK INVENTORY

PREPARED FOR:



CONTRACT  
#1314-101

PREPARED BY: Kimley»Horn

## 1. ADA BACKGROUND

The Americans with Disabilities Act of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. Title II of the Act specifically addresses making public services and public transportation accessible to those with disabilities. Designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination. Governmental agencies and public entities are required to perform ADA self-evaluations of their current facilities. Agencies are then required to develop a Transition Plan to address any deficiencies, or include the following:

1. Identify physical obstacles that limit the accessibility of facilities to individuals with disabilities
2. Describe the methods to be used to make the facilities accessible
3. Provide a schedule for making the access modifications
4. Identify the public officials responsible for implementation of the transition plan



*The plan is required to be updated periodically until all accessibility barriers are removed.*

The requirements of the ADA apply to all public entities or agencies no matter the size.

The transition plan formal procedures as outlined in 28 C.F.R. section 35.150 only govern those public entities with more than 50 employees. The obligation to have a planning method to make facilities ADA-accessible is required for all public entities. This includes municipalities and the extensive public transportation systems that they manage.

## 2. STEPS TO COMPLIANCE

The ideal scenario for meeting the requirements of the ADA involves the following steps:

1. Designating an ADA Coordinator
2. Providing notice to the public about ADA requirements
3. Establishing a grievance procedure
4. Developing internal design standards, specifications, and details
5. Assigning personnel for the development of a transition plan and completing it
6. Approving a schedule and budget for the transition plan
7. Monitoring the progress on the implementation of the transition plan



## 3. ARCGIS-BASED DATA COLLECTION

Kimley-Horn has developed an ArcGIS/GPS-based ADA Data Collection application that runs on a tablet and is used in the field.

This application contains:

- An integrated data collection field form
- Fully customizable field forms
- Integrated digital camera and field data
- Photographs and field data that synchronize in "real time" with ArcGIS.

The user interface and customized field form is highly efficient and reduces opportunities for human error with in-field quality control checks, eliminating the need to revisit a site to recollect incomplete or erroneous data.



# ADA Transition Plan AND SIDEWALK INVENTORY

PREPARED FOR:



CONTRACT  
#1314-101

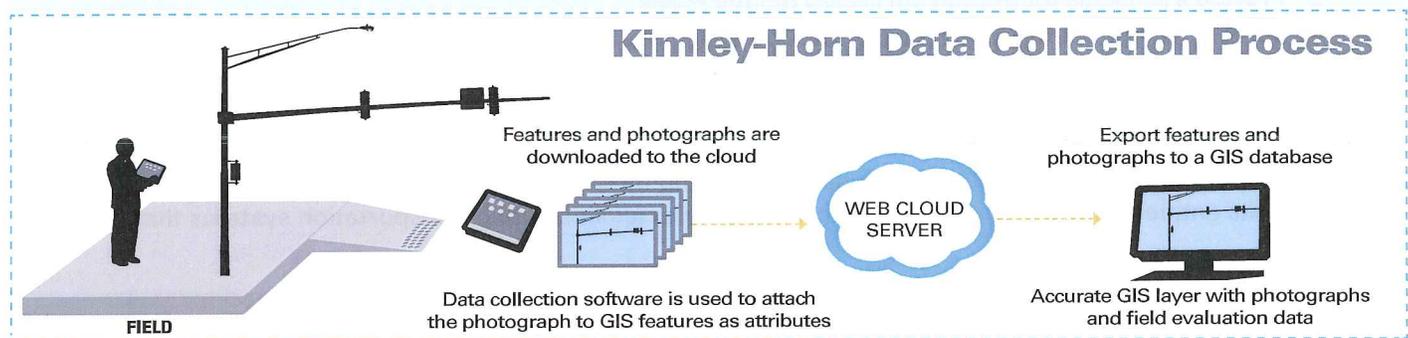
PREPARED BY: Kimley»Horn

## 4. ARCGIS FEATURES

The ArcGIS system has been used on ADA Transition Plans throughout the country. This system has features and benefits that can help with ADA planning such as:

- Ability to share models
- Ability to share GIS information
- Integration across organization
- Analysis
- Mapping
- Flexibility
- Customization
- User-Friendly technology

## 5. DATA COLLECTION PROCESS



## 6. CARSON CITY ADA TRANSITION PLAN FOR TRANSPORTATION FACILITIES

### 6.1. Self-Evaluation

The Carson City ADA Transition Plan for Transportation Facilities included the following self-evaluation components:

- Review of transportation programs, policies, and procedures
- 26 signalized intersections
- 30 miles of sidewalk corridor (including unsignalized intersections and driveways)
- 41 transit stops

### 6.2. Implementation

The following table summarizes the Implementation Schedule developed for Carson City to implement the findings from the self-evaluation.

Facility Type	Estimated Cost	Implementation Schedule (years)	Approximate Annual Budget
Signalized Intersections	\$1,461,000	5 years	\$292,200
Sidewalk Corridors *	\$13,235,000	15 years	\$882,333
Transit Stops	\$132,000	5 years	\$26,400
Self-Evaluation and ADA Transition Plan Updates	\$3,000,000	15 years	\$200,000
<b>Total</b>	<b>\$17,828,000</b>		
Total Annual Budget (years 1-5)			\$1,400,934
Total Annual Budget (years 6-10)			\$1,082,334
Total Annual Budget (years 11-15)			\$1,082,334

\* Includes unsignalized intersections and driveways along the corridor.

Kimley-Horn and Associates, Inc.  
5370 Kietzke Lane, Suite 201  
Reno, NV 89511  
Molly O'Brien  
P: (775) 200.1979

**Kimley»Horn**  
Expect More. Experience Better.

CARSON CITY  
PUBLIC WORKS

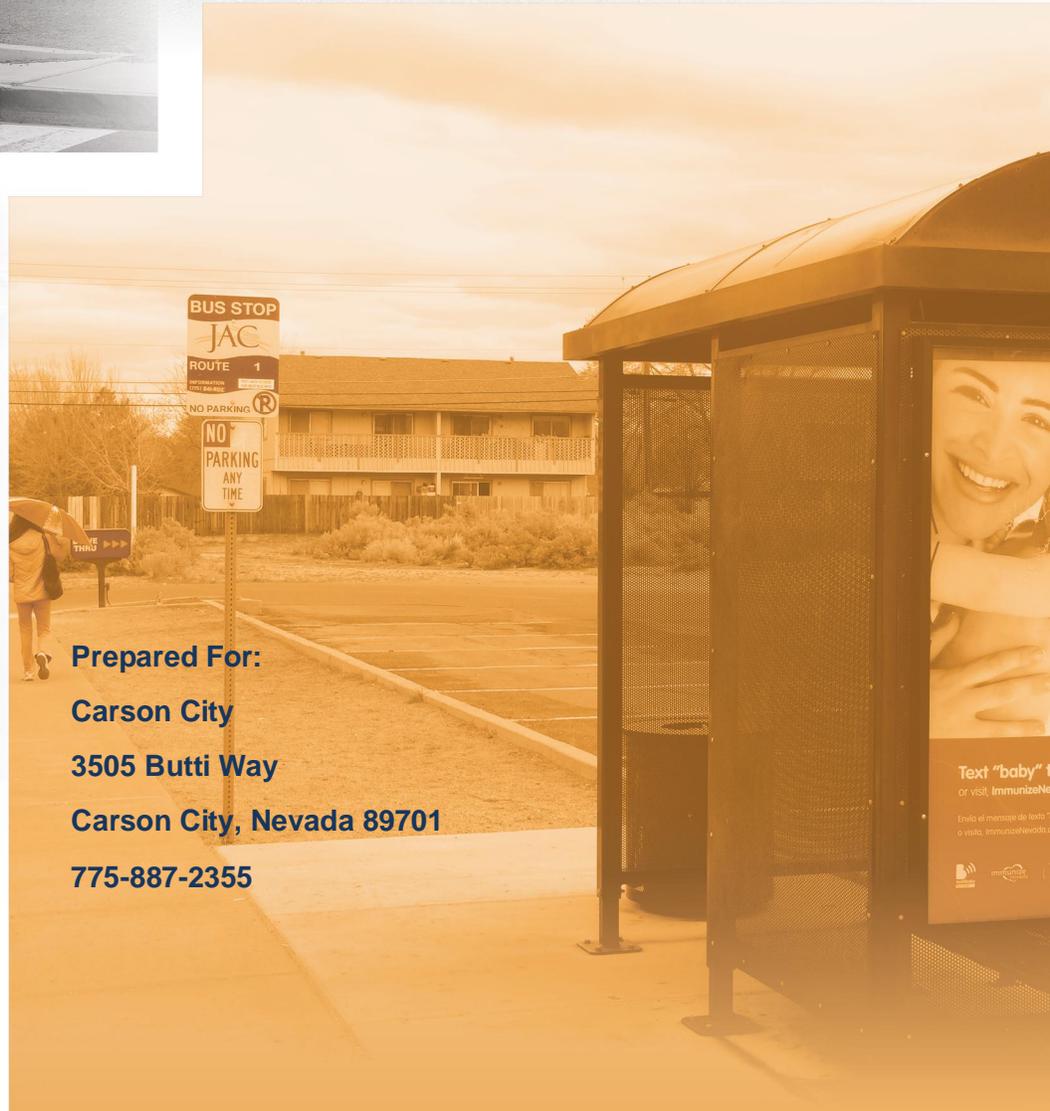
3505 BUTTI WAY

**FINAL**  
**ADA Transition Plan**  
AND SIDEWALK INVENTORY

RFP 1314-101



March 2015



Prepared For:  
**Carson City**  
**3505 Butti Way**  
**Carson City, Nevada 89701**  
**775-887-2355**



## ADA TRANSITION PLAN FOR TRANSPORTATION FACILITIES

**Prepared for:**



**Carson City**  
3505 Butti Way  
Carson City, Nevada 89701  
775-887-2355

**Prepared by:**

**Kimley»»Horn**

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Suite 201  
Reno, Nevada 89523  
775-200-1979

*This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.*

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092775000



## ACKNOWLEDGEMENTS

Carson City employees were instrumental in the development, review and refinement of this ADA Transition Plan. Carson City and Kimley-Horn and Associates, Inc. would like to express their appreciation to the following individuals and their supporting staff for their participation and contributions.

### Carson City

Dan Doenges (Project Manager)  
Graham Dollarhide  
Brian Doyal  
Robb Fellows  
Doug Fong  
George Frager  
Curtis Horton  
Cecilia Meyer  
Susan Pansky  
Patrick Pittenger  
Dave Rosenkoetter  
Terry Swanson  
Justin Tiarney

### Consultant Team

Molly O'Brien (Project Manager)  
Scott Arnold  
Sandra Darling  
Erin Eurek  
Scott Martin  
Matt Pool  
Brian Shamburger  
Heather Stifanos

### Subconsultant Team

Lucie Moya (Melchert Consulting)



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## LIST OF ACRONYMS

402	State and Community Traffic Safety Program
ADA	Americans with Disabilities Act
DOJ	Department of Justice
FHWA	Federal Highway Administration
FLH	Federal Lands Highways Program
FTA	Federal Transit Capital, Urban & Rural Funds
GIS	Geographic Information Systems
GPS	Global Positioning System
HBRRP	Highway Bridge Replacement and Rehabilitation
HSIP	Highway Safety Improvement Program
JAC	Jump Around Carson
MAP-21	Moving Ahead for Progress in the 21 <sup>st</sup> Century Act
MUTCD	Manual on Uniform Traffic Control Devices
NHS	National Highway System
PLA	State/Metropolitan Planning Funds
PROWAG	Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
PSA	Programs, Services, and Activities
RTP	Recreational Trails Program
SRTS	Safe Routes to School
STP	Surface Transportation Program
TAP	Transportation Alternatives Program
TCSP	Transportation and Community and System Preservation Program



## 1. INTRODUCTION

The purpose of this document is to provide an Americans with Disabilities Act (ADA) Transition Plan for Transportation Facilities within Carson City, Nevada. As part of this project, transportation related policies and procedures were reviewed for compliance with ADA guidelines. In addition to conducting a review of transportation related policies and procedures, a self-evaluation was conducted on the following facilities:

- 26 signalized intersections;
- approximately 30 miles of sidewalk and all unsignalized intersections and driveways along the sidewalk corridors; and
- 41 transit stops.

The recommended improvements were prioritized and an implementation plan was developed to provide guidance for Carson City improvement projects in the coming years. Public outreach was conducted as part of the project to aid in the development of the plan.

This Transition Plan is focused on a portion of Carson City's transportation facilities, and is not intended to be a comprehensive ADA Transition Plan for all of Carson City's public facilities (parks; buildings; the remaining transportation facilities; and other program accessibility guidelines, standards, and resources throughout Carson City). As funding becomes available, additional program, service, activity, and facility evaluations could be completed to provide a comprehensive Transition Plan for Carson City.

### 1.1. Legislative Mandate

The ADA is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all Programs, Services and Activities (PSAs) of public entities provide equal access for individuals with disabilities.

Carson City has undertaken a comprehensive evaluation of its transportation related policies, programs, and a portion of their facilities along public rights-of-way to determine the extent to which individuals with disabilities may be restricted in their access to transportation facilities within Carson City.

### 1.2. ADA Self-Evaluation and Transition Plan Development Requirements and Process

Carson City is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to Carson City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and that apply to facilities and other physical holdings.



Title II has the broadest impact on Carson City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a self-evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the self-evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of Carson City's transportation related activities and transportation facilities, provides transportation policy, program, and facility improvement recommendations, and presents an implementation schedule for the modification of transportation facilities along public rights-of-way to improve accessibility. This Transition Plan will guide the planning and implementation of necessary program and facility modifications over the next 15 years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes Carson City's ongoing commitment to the development and maintenance of transportation related policies, programs, and facilities that accommodate all of its citizenry.

### 1.3. Discrimination and Accessibility

Programmatic accessibility means that, when viewed in its entirety, each program is readily accessible to, and usable by, individuals with disabilities. Programmatic accessibility is necessary not only for individuals with needs related to mobility disabilities, but also to individuals with needs related to speech, cognitive, vision and hearing disabilities. The following are examples of transportation related elements that should be evaluated for accessibility:

- Physical Elements
  - Path of travel along sidewalk corridors within the public rights-of-way
  - Access to pedestrian equipment at signalized intersections
  - Access to transit stop amenities
- Programmatic Elements
  - Curb ramps
  - Transportation programs
  - Transportation procedures
  - Transportation policies

### 1.4. Ongoing Accessibility Improvements

Carson City transportation facilities, programs, services, policies, practices and procedures should continue to be evaluated on an ongoing basis, and the ADA Transition Plan for Transportation Facilities should be revised to account for changes to these elements since the initial self-evaluation. An accessibility inventory of signalized intersections, sidewalks, curb ramps, and transit stops on streets within designated locations within Carson City has been completed. This Plan will be posted to Carson City's website for review and consideration by the general public. In addition, notice will be provided of its existence in any official and unofficial Carson City publications.

## 1.5. Carson City's Approach

The purpose of the Plan is to provide the framework for achieving equal access to Carson City's transportation programs, services and activities within a reasonable timeframe. Carson City's elected officials and staff believe accommodating disabled persons on their transportation system is essential to good customer service, the quality of life Carson City residents and visitors seek to enjoy and to effective governance. This Transition Plan has been prepared after careful study of Carson City's transportation programs, services and activities.

Carson City shall make reasonable modifications in transportation policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless Carson City can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. Carson City will not place surcharges on individuals with disabilities to cover the cost involved in making transportation programs accessible.



## 2. OUTREACH

Carson City provided several opportunities to receive input from various departments within the City as well as the public concerning this Transition Plan. The following sections detail these opportunities.

### 2.1. ADA Transition Plan Committee

At the beginning of the project, an ADA Transition Plan Committee was formed to develop the initial study areas, self-evaluation and prioritization methodology, and received input on the project in general. This committee was composed of representatives from the Public Works Departments within the City. Recommendations from the Committee were incorporated into the preparation of this Transition Plan.

### 2.2. Public Workshop

A public workshop was held on Thursday, June 12, 2014, from 3:30 PM – 5:30 PM at the Carson City Community Center. Members of the disabled community were invited to attend this workshop, and members of the community who attended the workshop provided valuable input on the location of the sidewalks, corridors, signalized intersections, and transit stops that were to be evaluated as part of this plan.

### 2.3. Liaison Committee

A liaison committee comprised of representatives within various Carson City departments was established by Carson City to provide specific review comments on the Draft Transition Plan. A workshop was held with the liaison committee on Monday, February 9, 2015, from 1:00 PM – 4:00 PM. The following items were discussed during the workshop:

- Goals and objectives of the ADA Transition Plan Process
- ADA Background
- Steps to Compliance
- Scope of Services
- Self-Evaluation Findings
- Facility Cost Projections, Funding Sources, and Implementation Schedules
- Project Monitoring

After the conclusion of the workshop, members of the liaison committee attended a field demonstration of the data collection equipment that was utilized to conduct the self-evaluation on the transportation facilities.

### 2.4. Public Meeting

A public meeting was held after the Draft Transition Plan was made available for public review. The public meeting was held on Tuesday, March 17, from 4:00 PM – 6:00 PM at the Carson City Community Center.





### 3. SELF-EVALUATION SUMMARY AND FINDINGS

The following sections summarize the self-evaluation conducted for transportation programs, procedures, and policies, along with the review of the transportation facilities within Carson City.

#### 3.1. Transportation Programs, Procedures, and Policies

As part of the Carson City ADA Transition Plan for Transportation Facilities, an evaluation of transportation programs, procedures, and policies was conducted. Based on information provided within the documents and information provided by staff, portions of Carson City's transportation programs, procedures, and policies may present barriers to accessibility for people with disabilities. It is the intent of Carson City to address programmatic accessibility barriers by providing improvements in the following areas:

- Updating City Ordinances to remove barriers to the disabled public;
- Updating design standards to meet current requirements of the ADA and the *Manual on Uniform Traffic Control Devices (MUTCD)*;
- Uniformly applying the interpretation of alterations versus maintenance for the installation of curb ramps on projects; and
- Funding.

Additionally, when a policy, program, or procedure creates an accessibility barrier that is unique to a department or a certain program, Carson City's ADA Coordinator will coordinate with the department head or program manager to address the matter in the most reasonable and accommodating manner. The following sections describe the evaluation of transportation programs, procedures, and policies in further detail.

##### 3.1.1. Carson City ADA Information Webpage Review

A full website compliance review was not completed for this project; however, the Carson City ADA Information webpage was reviewed for the ADA Notice and Non Discrimination Policy and ADA Grievance Procedure. Following are some items to note.

- The current Carson City ADA Coordinator's name and contact information is posted on the ADA Information Webpage. The Carson City ADA Coordinator is:  
Cecilia Meyer, ADA Coordinator  
Carson City Risk Management  
201 N. Carson Street, Suite #3  
Carson City, Nevada 89701  
775-283-7484, cmeyer@carson.org
- A link to the Carson City ADA Transition Plan for Transportation Facilities is posted on the ADA Information Webpage.
- Links to the current ADA regulations are provided on the ADA Information Webpage.

##### 3.1.1.1. ADA Notice and Non Discrimination Policy

In accordance with the requirements of Title II of the ADA, Carson City will not discriminate against qualified individuals with disabilities on the basis of disability in Carson City's services, programs, or activities. Carson City's Personnel Policy governs employment-related complaints of disability discrimination. A copy of the ADA Notice and Non Discrimination Policy is located in **Appendix A**.



### 3.1.1.2. Grievance Procedure

In accordance with the requirements of the ADA, Carson City has established a Grievance Procedure, which may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefit by Carson City. A copy of the Grievance Procedure is located in **Appendix B**. While the Grievance Procedure outlines the information to be submitted to Carson City by the complainant, it may be useful for a Grievance Form to be created to aid Carson City in obtaining the complete information from the complainant in a timely manner. A sample Grievance Form that was created by the Department of Justice (DOJ) and modified to meet the needs of Carson City is included in **Appendix C**. Carson City can modify this form, if needed, to meet the needs of their agency.

During the workshop on February 9, 2015, it was noted that the ADA Coordinator is not currently receiving copies of all public comments and/or complaints. The ADA Coordinator should be copied on all work orders specific to ADA complaints to determine if the complaints have ADA compliance items and if the scope of work may extend beyond what the citizen complained about.

#### Recommended Actions:

- Provide a link to a standardized Grievance Form on the webpage and provide hard copies of the forms wherever the Grievance Procedure is posted.
- Copy the ADA Coordinator on work orders that specifically have ADA compliance items associated with them.

### 3.1.2. City Ordinance Review

As part of the ADA Transition Plan for Transportation Facilities, the following ordinances were identified and reviewed during the self-evaluation process:

- Title 11, Chapter 11.12 – Encroachments, Obstructions, Maintenance and Construction of Highways and Sidewalks
- Title 18, Division 12.12 – Sidewalks, Curb and Gutter, Driveway Approaches, Curb-cuts, Alleys and Bikeways

Copies of Title 11, Chapter 11.12 and Title 18, Division 12.12 are located in **Appendix D** and **Appendix E** respectively.

#### 3.1.2.1. Fence Permit (Title 11, Chapter 11.12.030)

The fence height, distance from curb, material, and consistency with the Carson City Master Plan are currently addressed.

#### Recommended Action:

- Add a requirement that the fence shall not obstruct an existing accessible route.

#### 3.1.2.2. Control of Driveway Encroachments (Title 11, Chapter 11.12.060)

The driveway construction specifications do not cover accessible routes crossing driveways.

#### Recommended Action:

- Add a requirement for accessible routes and sidewalks crossing driveways.



### 3.1.2.3. Duty of Owner to Repair Sidewalk (Title 11, Chapter 11.12.120)

Section 3 states that the Director of Public Works can “abate” the sidewalk in question, which implies that Carson City can reduce access. Carson City should either “abate the nuisance” or “reconstruct/replace such sidewalk.” Carson City is not allowed to reduce access.

#### Recommended Action:

- Reword Section 3 to either “abate the nuisance” or “reconstruct/replace such sidewalk.”

### 3.1.2.4. Snow Removal (Title 11, Chapter 11.12.070 and 11.12.130)

The responsibility of clearing snow and ice from driveway approaches and sidewalks is the responsibility of the property owner. The requirement for an accessible route is that the surface is firm, stable, and slip resistant. Properties used for commercial purposes and/or properties that lie within the “business district” who fail to remove snow within 48 hours of a snowfall are guilty of a public nuisance, and Public Works may abate this nuisance immediately and the cost of the abatement shall be borne by the owner of the parcel.

#### Recommended Actions:

- Create enforcement policy and procedure for residential properties and any others within the public rights-of-way not already addressed. Only commercial seems to have enforcement.
- Include written warning notifications as part of procedure for all property owners to ensure they are aware of the requirements before issuing fines.

### 3.1.2.5. Sidewalks (Title 18, Division 12.12.1)

The ordinance currently addresses the minimum sidewalk width of five feet (not including curb and gutter), and providing a minimum of five feet clear width when objects encroach into the sidewalk.

#### Recommended Action:

- Add “Sidewalks shall be constructed in accordance with the Americans with Disabilities Act (ADA).”

### 3.1.2.6. Bicycle and Pedestrian Paths (Title 18, Division 12.12.10)

The ordinance currently requires conformity with various documents and guidelines.

#### Recommended Action:

- Add “Current standards of the Americans with Disabilities Act (ADA)” to the list.

### 3.1.2.7. Accessibility during Construction

After review of Title 11, Chapter 11.12, it does not appear that there are guidelines in place for accessibility during construction.

#### Recommended Action:

- Establish guidelines, construction details and specifications and procedures for monitoring and maintenance of accessible paths of travel. Refer to existing similar documents produced by agencies such as those detailed in the U.S. Access Board’s Revised Draft Guidelines for Accessible Public Rights-of-Way (2011) available on the Access Board’s website.



Carson City currently provides advance warning for street closures using signage posted at the area undergoing alterations or repair. To help better inform the public of these closures and associated detours this information should also be distributed using other methods.

#### Recommended Actions:

- Provide advance notice of all street or sidewalk closures on informational materials and the Carson City website.
- Notify disability related organizations in advance of street or sidewalk closures. Provide dates of closure, specific locations, and alternative route information.
- Ensure that street closure signs and information conform to the MUTCD.

### 3.1.3. Design Standards Review

Construction projects completed within Carson City are built using Carson City Standard Details for Public Works Construction. The Standard Details are available on the Carson City website, and the July 2014 version was reviewed for consistency with federal accessibility requirements. At the time this Transition Plan was developed, the current enforceable standards were the 2010 ADA Standards for Accessible Design. The US Access Board is currently in the process of developing new guidelines for public rights-of-way, which are provided in *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* document, referred to as PROWAG. Per the US Access Board:

*Sidewalks, street crossings, and other elements in the public right-of-way can pose challenges to accessibility. The US Access Board's ADA and ABA Accessibility Guidelines focus mainly on facilities on sites. While they address certain features common to public sidewalks, such as curb ramps, further guidance is necessary to address conditions and constraints unique to public rights-of-way.*

*The US Access Board is developing new guidelines for public rights-of-way that will address various issues, including access for blind pedestrians at street crossings, wheelchair access to on-street parking, and various constraints posed by space limitations, roadway design practices, slope, and terrain. The new guidelines will cover pedestrian access to sidewalks and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way. The US Access Board's aim in developing these guidelines is to ensure that access for persons with disabilities is provided wherever a pedestrian way is newly built or altered, and that the same degree of convenience, connection, and safety afforded the public generally is available to pedestrians with disabilities. Once these guidelines are adopted by the Department of Justice, they will become enforceable standards under title II of the ADA.*

**Table 1** provides a summary of review comments for the Carson City Standard Details for Public Works Construction, and detailed mark-ups of the standard details are located in **Appendix F**. Although, the PROWAG guidelines have not been formally adopted, the Carson City Standard Details for Public Works Construction were reviewed for consistency with both the current standards and PROWAG requirements, as it is anticipated that PROWAG will be enforceable in the near future.

#### Recommended Action:

- Update the Carson City Standard Details for Public Works Construction.
- The updates to the design standards should be consistent with the construction practices and vice versa.



**Table 1 – Review of Carson City Standard Details for Public Works Construction**

Sheet	Description	Comments
C-4.1.8	SIDEWALK CROSS DRAIN	Show label in plan view indicating the maximum cross slope to the drain should be 2%. Include "MAX." after each of the 2% cross slopes to the drain shown in section B-B.
C-5.1.2	P.C.C VALLEY GUTTER	Add slopes in percentage format to section A-A.
C-5.1.3	PCC CURB AND GUTTER TYPE 1	No comments
C-5.1.4	PCC CURB AND GUTTER TYPE 2	No comments
C-5.1.8	ROADWAY SECTION INDUSTRIAL STREETS	Consider making the sidewalk width 6' when the sidewalk is against the back of curb. Include "2% MAX" label to indicate maximum sidewalk cross slope.
C-5.1.9	ROADWAY SECTION URBAN STREET	Consider making the sidewalk width 6' when the sidewalk is against the back of curb. Include "2% MAX" label to indicate maximum sidewalk cross slope
C-5.1.9.1	SPECIAL SECTION URBAN STREETS	Include dimensions for sidewalk width and curb width. Consider making the sidewalk width 6' when the sidewalk is against the back of curb. Include "2% MAX" label to indicate maximum sidewalk cross slope.
C-5.1.10	ROADWAY SECTION RURAL ROADS	No comments
C-5.2.1	SIDEWALK AND DRIVEWAY GENERAL NOTES	Add note: "9. PROPOSED SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%."
C-5.2.2	TYPE "A" SIDEWALK	Consider showing two directional ramps in detail instead of a single diagonal ramp. For consistency, show all maximum slopes in percentage format instead of ratio format. Consider making the sidewalk width 6' when the sidewalk is against the back of curb. Include "2% MAX" label to indicate maximum sidewalk cross slope. Include dimensions to show 5' as the minimum ramp width and 2' as the minimum offset distance for the detectable warning surface from the ramp opening.
C-5.2.3	P.C.C. DRIVEWAY APRON TYPE 1	For consistency, show all maximum slopes in percentage format instead of ratio format. Include "14% MAX" label to indicate maximum running slope on the driveway transition shown in section A-A. Add period following the word "approval" in note 3.
C-5.2.4	P.C.C. DRIVEWAY APRON TYPE 2	For consistency, show all maximum slopes in percentage format instead of ratio format. Label 3' width where "1:4 MAX" is shown in the elevation section, add separate "25% MAX." label for maximum slope.
C-5.2.5	AC DRIVEWAY APRON RURAL ROADS	No comments
C-5.2.6	P.C.C. DRIVEWAY APRON BYPASS	For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.1	CURB RAMP GENERAL NOTES	Add note: "12. PROPOSED SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%."

# ADA Transition Plan

FOR TRANSPORTATION FACILITIES

PREPARED FOR:  CONTRACT #1314-101  
 PREPARED BY: **Kimley»Horn**

Sheet	Description	Comments
C-5.3.2	PERPINDICULAR CURB RAMP - DIRECTIONAL	Show 5' X 5' landing area and note: "LANDING AREA 2% MAX SLOPE IN ANY DIRECTION". There is no need to show minimum flare slope percentage or minimum ramp running slope percentage, as ADA only specifies the maximum slope. Show maximum counter slope of 5%. Add a boundary showing the limits of pay. For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.3	PERPINDICULAR CURB RAMP - APEX	Show 5' X 5' landing area and note: "LANDING AREA 2% MAX SLOPE IN ANY DIRECTION". There is no need to show minimum flare slope percentage or minimum ramp running slope percentage, as ADA only specifies the maximum slope. Consider showing two directional ramps in detail instead of a single diagonal ramp. Show maximum counter slope of 5%. Add a boundary showing the limits of pay. For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.4	PARALLEL CURB RAMP - DIRECTIONAL	Where pedestrian access routes are contained within pedestrian street crossings, the grade (running slope) of the pedestrian access route shall be 5% maximum.  Where pedestrian access routes are contained within pedestrian street crossings without yield or stop control, the cross slope of the pedestrian access route shall be 5% maximum. Where pedestrian access routes are contained within midblock pedestrian street crossings, the cross slope of the pedestrian access route shall be permitted to equal the street or highway grade.
C-5.3.5	PARALLEL CURB RAMP - APEX	Show maximum counter slope of 5%. Show minimum ramp/sidewalk width of 5'. Consider showing two directional ramps in detail instead of a single diagonal ramp. Add a boundary showing the limits of pay. For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.6	RADIAL CURB RAMP	Show maximum counter slope of 5%. Show minimum 48" X 48" clear space at base of ramp. There is no need to show minimum ramp running slope percentage, as ADA only specifies the maximum slope. Add a boundary showing the limits of pay. For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.7	LINEAR CURB RAMP - OFFSET	Show maximum counter slope of 5%. There is no need to show minimum ramp running slope percentage, as ADA only specifies the maximum slope. Add a boundary showing the limits of pay. For consistency, show all maximum slopes in percentage format instead of ratio format.
C-5.3.8	LINEAR CURB RAMP - SINGLE ADJACENT	Show maximum counter slope of 5%. Show landing area that is 5' x 5' and has a maximum slope of 2% in any direction. Show dimension of 2' as the minimum width of the detectable warning surface. Add a boundary showing the limits of pay. For consistency, show all maximum slopes with label "MAX" and in percentage format instead of ratio format.
C-5.3.9	MID BLOCK CURB RAMP	Show limits of level landing area and show 2% maximum slope in any direction. Show maximum counter slope of 5%. Add a boundary showing the limits of pay. For consistency, show all maximum slopes with label "MAX" and in percentage format instead of ratio format.
C-5.3.10	P.C.C. RETAINING CURB	No comments



Sheet	Description	Comments
C-5.4.2	STREET SIGN INSTALLATION	Update sign offset dimension to be "5'-0" MIN.". Update sign offset dimension to be from the back of curb instead of from the face of curb.
C-5.4.3	CROSSWALK LEGEND	Add note: "4. CROSS SLOPES WITHIN CROSSWALKS SHALL NOT EXCEED 5%."
C-5.5.1	PARKING LOT REQUIREMENTS	Add separate detail showing requirements for for accessible parking, accessible van parking, striping, signing, and access aisles.
C-5.5.2	PARKING LOT REQUIREMENTS	Add separate detail showing requirements for for accessible parking, accessible van parking, striping, signing, and access aisles.

### 3.1.3.1. Accessible Pedestrian Signals (APS)

The 2009 MUTCD (Sections 4E.09 through 4E.13) details the application and placement of accessible pedestrian signals (APS). Carson City should consider installing APS at all new traffic signal installations where pedestrian signal equipment is included in the design. Once PROWAG is adopted, APS will be the standard for all new installations. For existing signalized intersections, Carson City should perform an engineering study at locations that have received citizen requests.

#### Recommended Action:

- Add references to the 2009 MUTCD (Sections 4E.09 through 4E.13) in the Carson City Standard Details for Public Works Construction.

### 3.1.4. Jump Around Carson (JAC)

The JAC ADA Policies and Procedures for Fixed-Route Service were reviewed. These policies and procedures provide reasonable accommodations for persons with disabilities. A copy of these Policies and Procedures is located in **Appendix G**.

#### Recommended Action:

- None.

### 3.1.5. JAC Assist Procedures

The JAC Assist ADA Complementary Paratransit Policies and Procedures, dated August 11, 2010, were reviewed for reasonable accommodation of persons with disabilities. The policies and procedures provide reasonable accommodation for persons with disabilities. However, it was noted that the user is required to fill out an application on the JAC Assist website. The web link on the policy document directs the user to the main JAC website. To get to the application, the user then needs to locate the link to the JAC Assist website on the toolbar along the left side of the page. It would be helpful if the link on the policy document provided direct access to the JAC Assist site. A copy of the JAC Assist Procedures is located in **Appendix H**.

#### Recommended Action:

- Update the link on the JAC Assist Procedures document to link directly to the JAC Assist application.



### 3.1.6. Maintenance versus Alternations

The DOJ has issued a briefing memorandum on clarification of maintenance versus projects. Information contained in the briefing memorandum is below, and a copy of the briefing memorandum along with additional information is included in **Appendix I**.

*The Americans with Disabilities Act of 1990 (ADA) is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States Department of Justice (DOJ). DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. The Federal Highway Administration's (FHWA's) ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.*

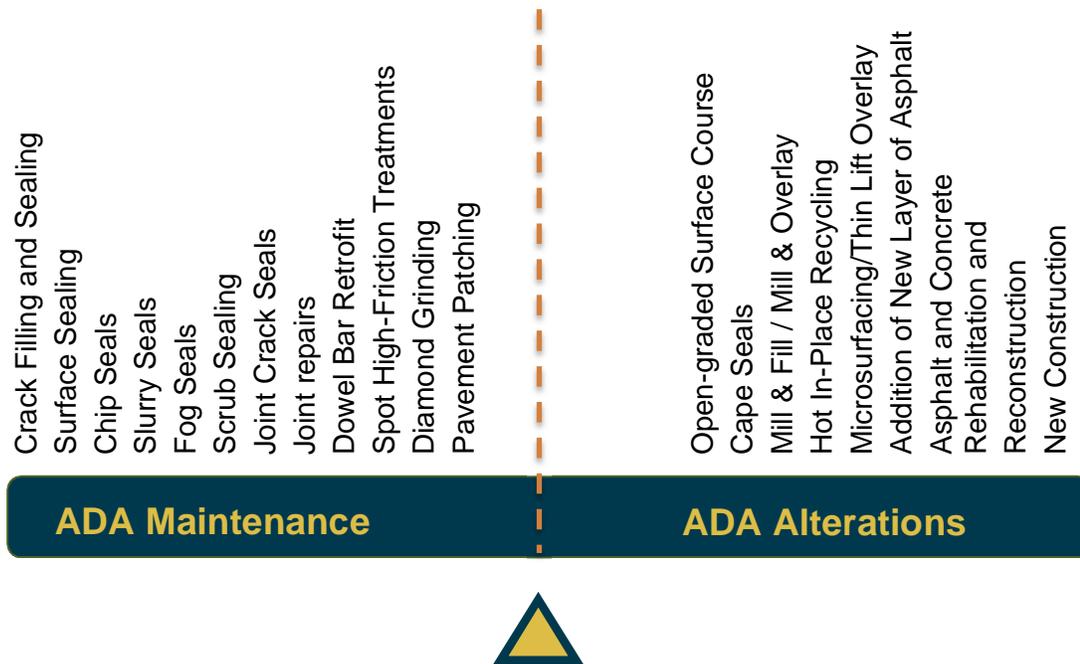
*FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.*

*This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement. **Figure 1** provides a summary of the types of projects that fall within maintenance versus alterations.*

*This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.*



**Figure 1 – Maintenance versus Alteration Projects**



Source: DOJ Briefing Memorandum on Maintenance versus Alteration Projects

**Recommended Actions:**

- Disseminate this clarification with regard to when curb ramps are required to Carson City Public Works employees.
- Establish a plan to implement this Federal policy as soon as practical.

**3.1.7. FHWA Guidance on Closing Pedestrian Crossings**

The FHWA has provided guidance on closing pedestrian crossings. If an engineering study (performed by Carson City and not included in the scope of this Transition Plan) determines the crossing is not safe for any user, the crossing should be closed by completing the following:

- A physical barrier is required to close an intersection. FHWA has determined that a strip of grass between the sidewalk and the curb is acceptable as a physical barrier.
- A sign should be used to communicate the closure.
- The agency wishing to close certain intersections should have a reasonable and consistent policy on how to do so written in their Transition Plan or as a standalone document.

**Recommended Action:**

- Develop and implement a policy to close pedestrian crossings where safety is a concern as established by an engineering study using the requirements noted above. (e.g. existing sidewalk leading up to the curb in the direction of the crossing or existing curb ramp or crosswalk currently serving the crossing at unsignalized intersections).



## 3.2. Transportation Facilities Review

The transportation facilities evaluation process was accomplished using field crews equipped with measuring devices and Global Positioning System (GPS) based data collection forms. The evaluations identified physical barriers in Carson City transportation facilities based on the 2010 ADA Standards and PROWAG. Although, the PROWAG guidelines have not been formally adopted, the Carson City transportation facilities review was conducted with these requirements, as it is anticipated PROWAG will be enforceable in the near future. Detailed measurements of the existing conditions, planning-level recommendations for removing the physical barriers, and photographs of each facility were recorded during the evaluation process and included in the facility reports. Field crews were also required to note if the specific facility was in close proximity to a significant pedestrian attractor (e.g., government office, medical facility, school, etc.). This additional information assisted the Consultant team and Carson City staff in prioritizing barriers for removal. All data collected will be provided to Carson City for inclusion in their existing Geographic Information Systems (GIS) database. The following facilities were evaluated:

- Signalized intersections;
- Sidewalk corridors; and
- Transit stops.

Summary reports were developed for each facility type to document the findings of the evaluations. The reports identify the ADA compliance status of each facility including the following elements:

- Listing of facilities that are in compliance with current ADA standards;
- Listing of facilities that are not in compliance with current ADA requirements;
- Recommended actions to resolve non-compliance issues for each facility;
- Prioritized list of improvements using criterion developed by the Consultant and Carson City staff;
- "Cost report" that assigns conceptual budget estimates to each recommended action; and
- Photolog summary for signalized and unsignalized intersections and issues along sidewalk corridors (sidewalk photographs provided in the GIS database only).

Copies of the evaluation reports are provided in the following Appendices:

- Signalized Intersections – **Appendix J**
- Sidewalk Corridors (Including Unsignalized Intersections and Driveways) – **Appendix K**
- Transit Stops – **Appendix L**

### 3.2.1. Signalized Intersections

Twenty-six (26) signalized intersections within Carson City were identified and evaluated as part of the Transition Plan. The signalized intersections that were included in the evaluations are illustrated on **Figure 2**.

Signalized intersection evaluations documented the conditions and measurements along the pedestrian street crossings, curb ramps and adjacent sidewalk, and pedestrian signal equipment and adjacent clear spaces. Common curb ramp issues included excessive curb ramp running and cross slopes, excessive flare cross slopes, excessive ramp counter slope, non-existent or non-compliant detectable warning surfaces, excessive landing area running and cross slopes,

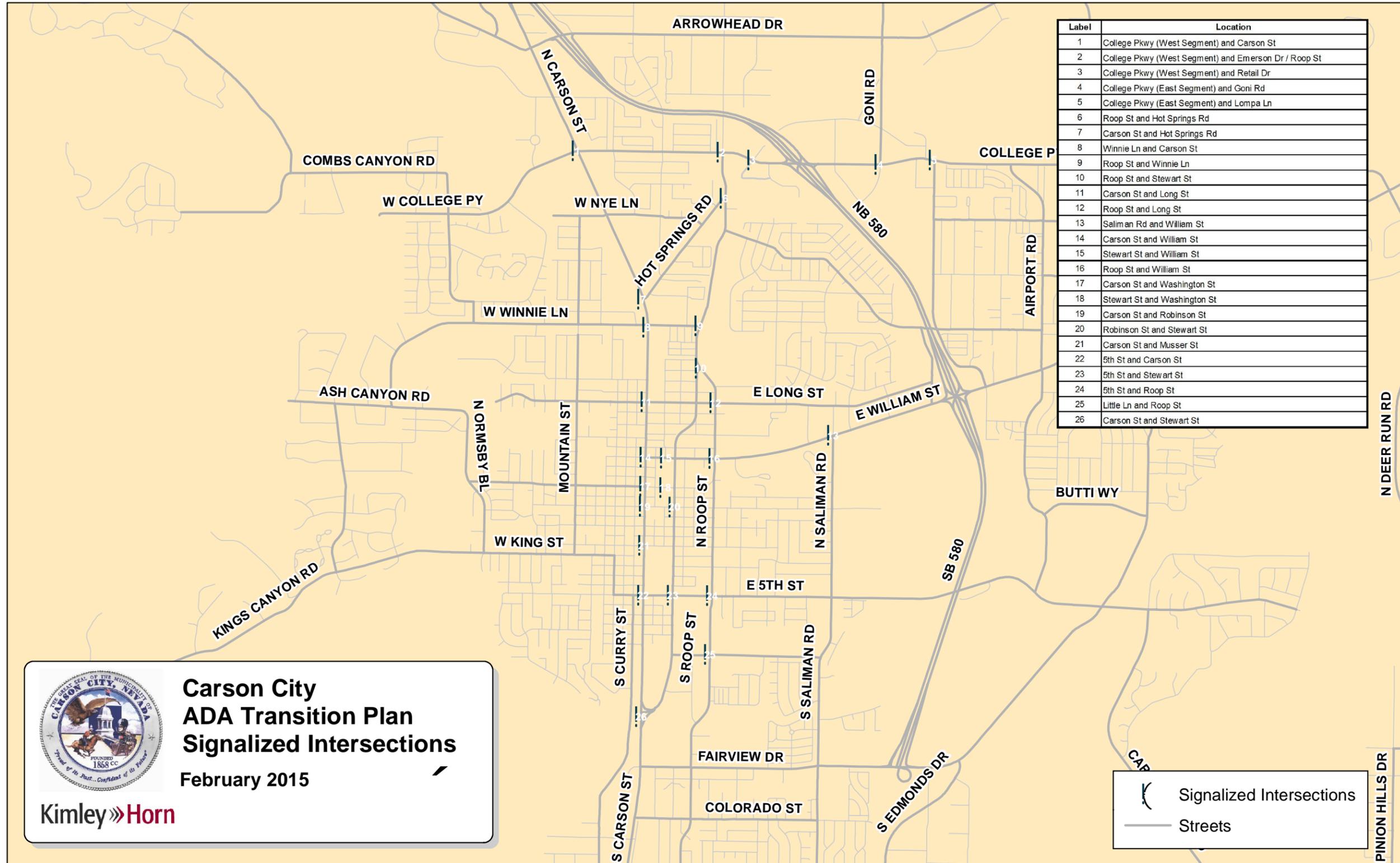


and ponding in the curb ramp run, landing, flares, or base of the ramp. **Table 2** provides a summary of curb ramp issues.

**Table 2 – Summary of Curb Ramp Issues at Signalized Intersections**

Ramp Issue	Number		Percent
	Evaluated	Non-Compliant	Non-Compliant
Ramp counter slope > 5%	137	98	71.5%
Obstruction	137	88	64.2%
No color contrast	137	75	54.7%
Ponding	137	74	54.0%
Ramp running slope > 8.3%	137	60	43.8%
Flare cross slope > 10%	79	29	36.7%
No landing	137	43	31.4%
Landing running slope > 2%	91	28	30.8%
Landing cross slope > 2%	91	26	28.6%
Ramp cross slope > 2%	137	36	26.3%
No texture contrast	137	26	19.0%
Flush transition	137	23	16.8%
Traversable sides	58	7	12.1%
No 48" crosswalk extension	98	11	11.2%
Ramp width < 48"	137	10	7.3%
Curbed sides < 90°	58	3	5.2%
No ramp where ramp is needed	144	6	4.2%
Ramp does not land in crosswalk	137	2	1.5%

Figure 2 – Signalized Intersections Inventory Locations




**Carson City**  
**ADA Transition Plan**  
**Signalized Intersections**  
 February 2015

**Kimley»Horn**



The majority of signalized intersections inventoried contained pedestrian heads and pedestrian push buttons. Common push button issues included excessive clear floor space running slope and cross slope, missing or non-accessible push button clear floor space, and push buttons mounted too high. **Table 3** provides a summary of observed push button issues.

**Table 3 – Summary of Push Button Issues**

Push Button Issue	Number		Percent
	Evaluated	Non-Compliant	Non-Compliant
CFS cross slope > 2%	118	71	60.2%
CFS running slope > 2%	118	49	41.5%
No clear floor space (CFS) or no access to clear floor space	187	69	36.9%
Push button height > 48"	187	30	16.0%
Push button offset from crosswalk > 5'	187	20	10.7%
Push button offset from curb > 10'	187	8	4.3%
Missing pedestrian head where pedestrian head is needed	235	4	1.7%
Missing push button where push button is needed	235	3	1.3%
Push button orientation not parallel	187	1	0.5%
Push button diameter not 2"	187	1	0.5%

### 3.2.2. Sidewalk Corridors

Approximately thirty (30) miles of arterial sidewalks was included in the sidewalk inventory. The specific arterial sidewalks were selected based on pedestrian activity along the corridor and proximity to major traffic generators. Sidewalks along arterials that were recently reconstructed and/or planned for future reconstruction were not included in the analysis. Future phases of the ADA Transition Plan are expected to complete evaluations for the remainder of the arterial system followed by the collector and local residential streets. The locations of the sidewalk inventory are shown on **Figure 3**.

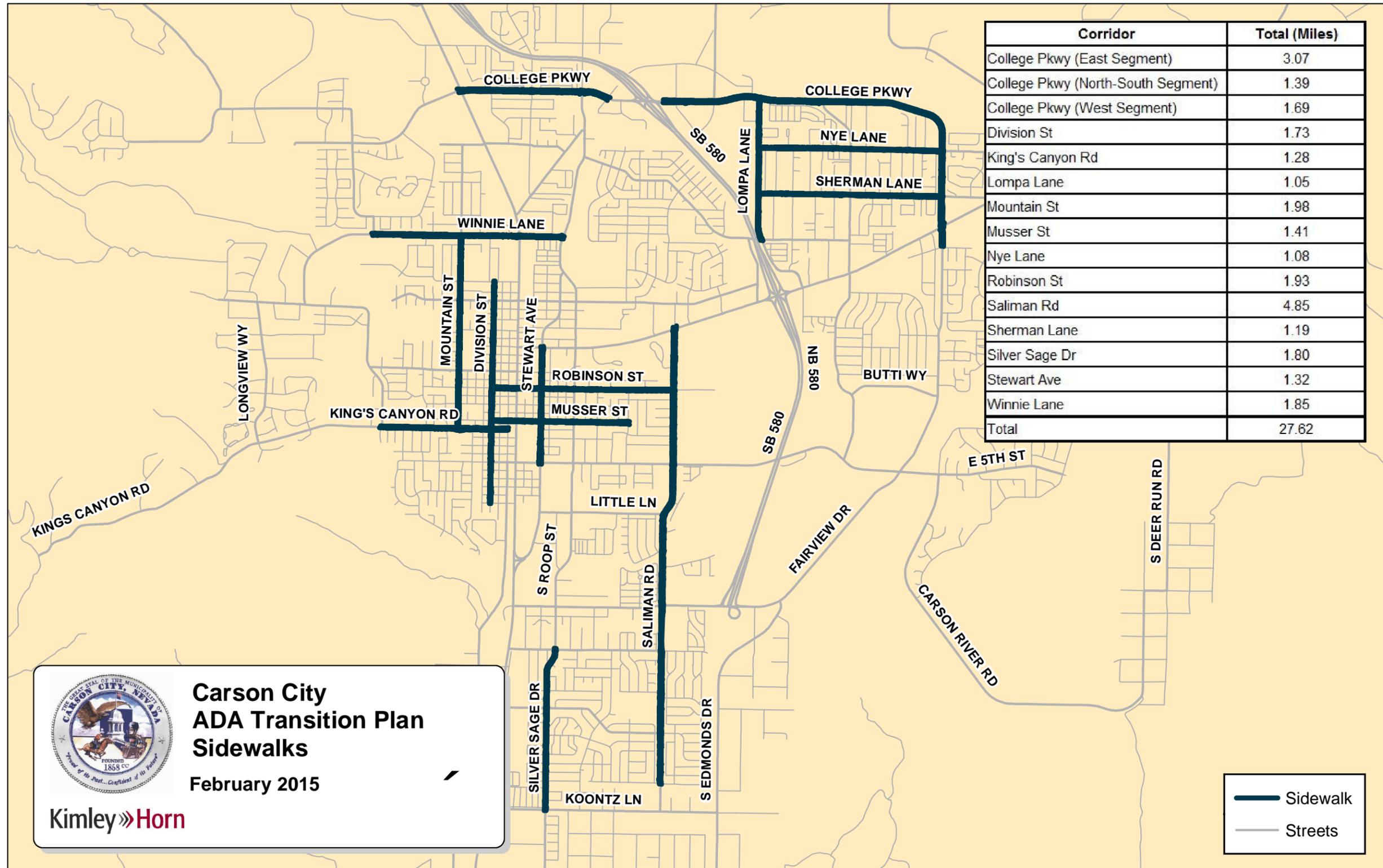
Sidewalk evaluations documented the conditions and measurements along the pedestrian path of travel including the sidewalk, pedestrian crossings at cross streets and pedestrian crossings at driveways. Common sidewalk issues included excessive sidewalk cross slopes, vertical surface discontinuities that caused excessive level changes, permanent obstructions in the sidewalk such as power poles or utilities, temporary obstructions in the sidewalk or path of travel such as weeds and low hanging tree branches, and missing sidewalk segments. Where excessive foliage overgrowth was present, field crews attempted to determine the condition of the underlying sidewalk. Where possible, the condition of the underlying sidewalk was also recorded; however, Carson City may find additional damage to the sidewalk once the temporary obstruction is removed.



Existing curb ramps at unsignalized intersections and driveways have issues similar to those at signalized intersections, and a summary of the curb ramp issues at unsignalized intersections is located in **Table 4**. Non-compliant curb ramps and pedestrian paths of travel along street crossings at unsignalized intersections and driveway crossings along the project corridor were recommended to be removed and replaced. Where existing sidewalk leads up to the curb at an intersection, both parallel and perpendicular to the project corridor, curb ramps were recommended to be installed. Where existing sidewalk leads up to the curb at a driveway, parallel to the project corridor, curb ramps were recommended to be installed.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped areas at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 Standards for Accessible Design, Section 4.7 Curb Ramp, which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012 similar guidance is provided in the 2010 Standards for Accessible Design, Section 35.151 of 28 CFR Part 35, New construction and alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped area at any intersection having curb or other sloped area at intersections to streets, roads, or highways.”

Figure 3 – Sidewalk Corridor Facility Locations



**Carson City  
 ADA Transition Plan  
 Sidewalks**  
 February 2015

**Kimley»Horn**



**Table 4 – Summary of Curb Ramp Issues (Unsignalized Intersections)**

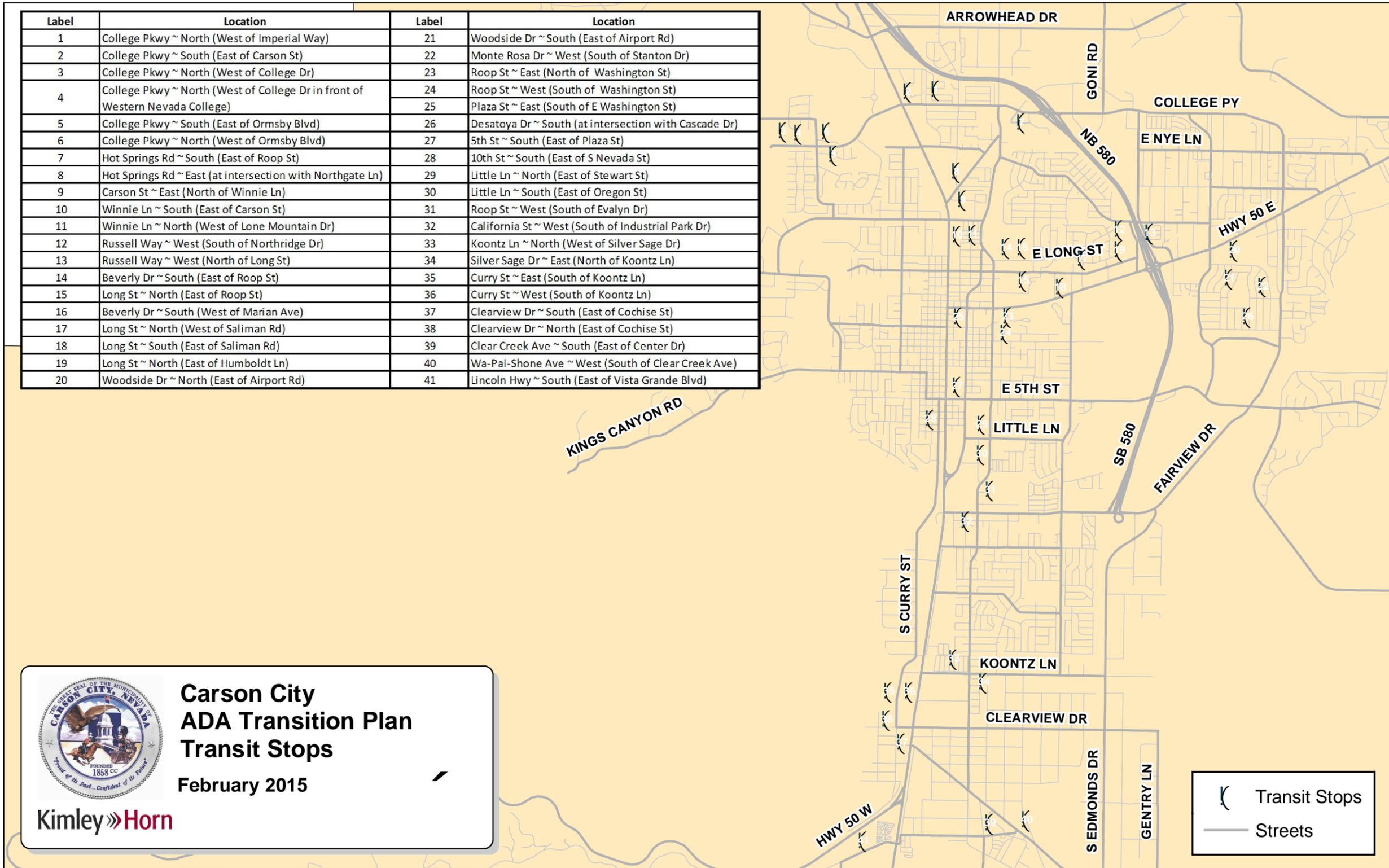
Ramp Issue	Number		Percent
	Evaluated	Non-Compliant	Non-Compliant
No color contrast	447	312	69.8%
Flare cross slope > 10%	260	167	64.2%
Ramp counter slope > 5%	447	239	53.5%
Ponding	447	231	51.7%
No Landing	447	197	44.1%
Landing running slope > 2%	245	103	42.0%
Ramp running slope > 8.3%	447	182	40.7%
No ramp where ramp is needed	916	318	34.7%
Landing cross slope > 2%	245	85	34.7%
Ramp cross slope > 2%	447	150	33.6%
Obstruction	447	143	32.0%
No texture contrast	447	94	21.0%
Ramp width < 48"	447	90	20.1%
Flush Transition	447	36	8.1%
Traversable sides	187	10	5.3%
Curbed sides < 90°	187	6	3.2%
Ramp does not land in crosswalk	447	13	2.9%
No 48" crosswalk extension	407	9	2.2%

### 3.2.3. Transit Stops

Forty-one (41) transit stops within Carson City were identified and evaluated as part of this project. Transit stops were chosen for evaluation based on transit ridership data, snow removal priority, and whether or not a shelter was present. The transit stops that were evaluated are depicted on **Figure 4**.

Transit stop evaluations documented the conditions and measurements within the boarding areas, adjacent sidewalk network, transit stop sidewalk areas, and transit stop amenities. A majority of the transit stops had very few issues, as displayed in **Table 5**. Common transit stop issues included boarding areas less than 96" in length, boarding area running slope greater than 2%, non-flush transition at the connection to the curb, and non-compliant transit stop signage. As part of the evaluations, transit stop sidewalk in the vicinity of the transit stop was evaluated. This transit stop sidewalk was an area that was exclusive of the boarding area and adjacent sidewalk network. Where a transit stop sidewalk or an adjacent sidewalk network existed and was evaluated, relevant information is included in the evaluation forms.

Figure 4 – Transit Stop Facility Locations





**Table 5 – Summary of Transit Stop Issues**

Transit Stop Issue	Number		Percent
	Evaluated	Non-Compliant	Non-Compliant
<b>Boarding Area Issues</b>			
Boarding area running slope is greater than 2%	39	22	56.4%
Transition at connection to the curb is greater than 0.25"	39	22	56.4%
Boarding area length is less than 96"	39	17	43.6%
Heaving/Sinking/Cracking present in the boarding area	39	7	17.9%
Permanent obstruction (>0.25") in boarding area	39	3	7.7%
Boarding area is missing a connection to the street or sidewalk network	39	2	5.1%
Boarding area does not exist	41	2	4.9%
Boarding area width is less than 60"	39	1	2.6%
Temporary obstruction (>0.25") in boarding area	39	1	2.6%
Ponding present in the boarding area	39	0	0.0%
<b>Transit Stop Amenity Issues</b>			
Transit stop signage is non-compliant	41	41	100.0%
Shelter clear space cross slope is greater than 2%	15	3	20.0%
Shelter clear space running slope is greater than 2%	15	3	20.0%
No transit stop signage	41	0	0.0%
No clear space adjacent to stand-alone bench	16	0	0.0%
Stand-alone bench clear space length is less than 48"	16	0	0.0%
Stand-alone bench clear space width is less than 30"	16	0	0.0%
Stand-alone bench clear space cross slope is greater than 2%	16	0	0.0%
Stand-alone bench clear space running slope is greater than 2%	16	0	0.0%
No clear space under shelter	15	0	0.0%
Shelter clear space length is less than 48"	15	0	0.0%
Shelter clear space width is less than 30"	15	0	0.0%
Shelter opening clear width is less than 32"	15	0	0.0%

### 3.3. Prioritization

The following sections outline the prioritization factors and results of the prioritization for signalized intersections, sidewalks, unsignalized intersections, and transit stops. Each facility



type has a different set of parameters to establish the prioritization for improvements. These prioritization factors were taken into consideration when developing the implementation plan for the proposed improvements.

### 3.3.1. Prioritization Factors for Signalized Intersections

Signalized intersections were prioritized on a 13-point scale. The 13-point scale is described in **Table 6**. This prioritization methodology has been developed by the Consultant to aid Carson City in determining which signalized intersections should be prioritized for improvements over other signalized intersections based on the severity of the non-compliance with ADA.

**Table 6 – Prioritization Factors for Signalized Intersections**

Priority	Criteria
1	Complaint filed on curb ramp or intersection or known accident/injury at site
2	Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> <li>▪ Running slope &gt; 12%</li> <li>▪ Cross slope &gt; 7%</li> <li>▪ Obstruction to or in the ramp or landing</li> <li>▪ Level change &gt; ¼” at the bottom of the curb ramp</li> <li>▪ No detectable warnings</li> </ul> AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
3	<ul style="list-style-type: none"> <li>▪ No curb ramp where sidewalk or pedestrian path exists</li> </ul> AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
4	No curb ramps but striped crosswalk exists
5	Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> <li>▪ Running slope &gt; 12%</li> <li>▪ Cross slope &gt; 7%</li> <li>▪ Obstruction to or in the ramp or landing</li> <li>▪ Level change &gt; ¼” at the bottom of the curb ramp</li> <li>▪ No detectable warnings</li> </ul> AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
6	<ul style="list-style-type: none"> <li>▪ No curb ramp where sidewalk or pedestrian path exists</li> </ul> AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
7	One curb ramp per corner and another is needed to serve the other crossing direction



Priority	Criteria
8	Existing curb ramp with any of the following conditions: <ul style="list-style-type: none"> <li>▪ Cross slope &gt; 5%</li> <li>▪ Width &lt; 36 inches</li> <li>▪ Median/island crossings that are inaccessible</li> </ul>
9	Existing curb ramp with either running slope between 8.3% and 11.9% or insufficient landing
10	Existing diagonal curb ramp without a 48" extension in the crosswalk
11	Existing pedestrian push button is not accessible from the sidewalk and/or ramp
12	Existing curb ramp with returned curbs where pedestrian travel across the curb is not protected
13	All other intersections not prioritized above

**Table 7** provides a summary of self-evaluation findings for signalized intersections by priority. As shown in **Table 7**, all of the signals that were evaluated fell within priority 2 and priority 5. The difference between these two priorities is that a priority 2 is a signal that is located near a pedestrian generator such as a hospital, school, transit stop, or government building.

**Table 7 – Self-Evaluation Findings for Signalized Intersections**

Priority	Number of Intersections
1 (high)	-
2	23
3	-
4	-
5	3
6	-
7	-
8	-
9	-
10	-
11	-
12	-
13 (low)	-
<b>Total</b>	<b>26</b>

### 3.3.2. Prioritization Factors for Sidewalk Corridors

Sidewalk corridors were prioritized on a 3-point scale and were given a removal priority of either “High”, “Medium”, or “Low” based on the severity of the non-compliance. **Table 8** summarizes the prioritization factors for sidewalks, and **Table 9** provides the length of sidewalk and priority for improvement.



**Table 8 – Prioritization Factors for Sidewalk Corridors**

Issue	Priority			
	High	Medium	Low	Compliant
Cross slope of sidewalk is greater than 2%	Value > 3.5	$3.5 \geq \text{Value} > 2.0$		Value $\leq 2.0$
Width of sidewalk is less than 48"	Value $\leq 36.0$	$36.0 < \text{Value} \leq 42.0$	$42.0 < \text{Value} < 48.0$	Value $\geq 48.0$
Obstruction present along sidewalk	Obstruction - Permanent	Obstruction - Temporary		None
Heaving, Sinking, or Cracking present on sidewalk	Heaving Sinking Cracking			None
Ponding on sidewalk		Ponding		None
Missing Sidewalk			Missing Sidewalk	
Cross street cross slope is greater than 2%	Value > 6.0	$6.0 \geq \text{Value} \geq 4.0$	$4.0 > \text{Value} > 2.0$	Value $\leq 2.0$
Cross street running slope is greater than 5%	Value > 7.0	$7.0 \geq \text{Value} \geq 6.0$	$6.0 > \text{Value} > 5.0$	Value $\leq 5.0$
Driveway sidewalk width is less than 48"	Value $\leq 46.0$	$46.0 < \text{Value} < 48.0$		Value $\geq 48.0$
Driveway (or sidewalk if applicable) cross slope is greater than 2%	Value > 6.0	$6.0 \geq \text{Value} \geq 4.0$	$4.0 > \text{Value} > 2.0$	Value $\leq 2.0$
Driveway (or sidewalk if applicable) condition is poor or poor dangerous	Poor-Dangerous (elevation change greater than ½ inch or gaps greater than 1 inch)	Poor (elevation change between ¼ inch and ½ inch or gaps between ½ inch and 1 inch)		Good



**Table 9 – Summary of Sidewalk Issues**

Line Type	Length (miles) by Priority				
	1 (high)	2 (medium)	3 (low)	Compliant	Total
Sidewalks	4.16	6.79	0.67	3.25	14.87
Sidewalk Issues (including missing sidewalk)	4.15	1.34	3.99	-	9.48
Driveways	2.27	0.60	0.21	0.18	3.26
Cross Streets	0.09	0.19	0.90	2.82	4.00
<b>Total</b>	<b>10.68</b>	<b>8.92</b>	<b>5.77</b>	<b>6.24</b>	<b>31.60</b>

Unsignalized intersections were also evaluated along each sidewalk corridor. The same 13-point scale for signalized intersections was utilized to prioritize unsignalized intersections. **Table 10** provides a summary of the prioritization for unsignalized intersections.

**Table 10 – Self-Evaluation Findings for Unsignalized Intersections**

Priority	Number of Intersections
1 (high)	-
2	112
3	23
4	7
5	43
6	24
7	-
8	1
9	4
10	-
11	-
12	-
13 (low)	23
<b>Total</b>	<b>237</b>

### 3.3.3. Prioritization Factors for Transit Stops

Transit stops were prioritized based on a four-point scale based on the severity of the non-compliance. **Table 11** provides a summary of the prioritization factors for transit stops and the results of the self-evaluation are illustrated in **Table 12**.



**Table 11 – Prioritization Factors for Transit Stops**

Priority	Criteria
1	<ul style="list-style-type: none"> <li>▪ No connection from transit stop to adjacent sidewalk</li> <li>▪ Transitions at connections between the boarding area, transit stop sidewalk, and/or sidewalk network is greater than 0.25"</li> <li>▪ Heaving/sinking/cracking in the boarding area, transit stop sidewalk, or sidewalk network that connects to the transit stop with level changes greater than 0.25", or gaps over 0.5"</li> <li>▪ Boarding area does not exist</li> </ul>
2	<ul style="list-style-type: none"> <li>▪ Boarding area length less than 48"</li> <li>▪ Boarding area width less than 36"</li> <li>▪ Boarding area running slope exceeds 5%</li> <li>▪ Permanent obstruction (&gt;0.25") in boarding area, transit stop sidewalk, or sidewalk network</li> <li>▪ Transition at connection to the curb is greater than 0.25"</li> <li>▪ Clear space width under shelter or adjacent to a stand-alone bench is less than 30"</li> </ul>
3	<ul style="list-style-type: none"> <li>▪ Boarding area cross slope is greater than 2% over the street grade</li> <li>▪ Sidewalk network or transit stop sidewalk cross slope is over 3.5%</li> <li>▪ No clear space adjacent to bench under shelter</li> <li>▪ Clear space cross slope under shelter or adjacent to a stand-alone bench is greater than 3.5%;</li> <li>▪ Clear space running slope under shelter or adjacent to a stand-alone bench is greater than 3.5%; Clear space length under shelter or adjacent to a stand-alone bench is less than 42"</li> <li>▪ Shelter opening clear width is less than 30"</li> </ul>
4	<ul style="list-style-type: none"> <li>▪ Boarding area length is 48" – 76.9"</li> <li>▪ Boarding area width is 36" – 47.9"</li> <li>▪ Boarding area running slope is 3.1% - 5%</li> <li>▪ Ponding in the boarding area, transit stop sidewalk, or sidewalk network</li> <li>▪ Temporary obstruction (&gt;0.25") in boarding area, transit stop sidewalk, or sidewalk network</li> <li>▪ Sidewalk network connecting to the transit stop is 46.1" – 47.9" wide</li> <li>▪ Sidewalk network cross slope is between 2.1% to 3.5%</li> <li>▪ No transit stop signage</li> <li>▪ Non-compliant transit stop signage</li> <li>▪ No clear space adjacent to stand-alone bench</li> <li>▪ Clear space cross slope under shelter or adjacent to a stand-alone bench is 2.1% - 3.5%</li> <li>▪ Clear space running slope under shelter or adjacent to a stand-alone bench is 2.1% - 3.5%</li> <li>▪ Clear space length under shelter or adjacent to a stand-alone bench is 42" – 45.9"</li> <li>▪ Shelter opening clear width is between 30" and 32"</li> </ul>



**Table 12 – Self-Evaluation Findings for Transit Stops**

Priority	Number of Transit Stops
1 (high)	13
2	15
3	-
4	13
5 (low)	-
<b>Total</b>	<b>41</b>



## 4. FACILITY COSTS

### 4.1. Facilities Cost Projection Overview

In order to identify funding sources and develop a reasonable implementation schedule, cost projection summaries for the initial study areas were developed for each facility type by priority. To develop these summaries, recent bid tabulations from Carson City and Nevada Department of Transportation construction projects, along with the project team’s experience with similar types of projects, were the basis for the unit prices used to calculate the improvement costs. A percentage (15%) was added to the improvement costs for engineering and surveying. Similarly, a contingency (20%) was added to the subtotal to account for increases in unit prices in the future. **Table 13** provides a summary of the estimated costs to bring each of the facility types up to compliance.

**Table 13 – Summary of Estimated Costs to Bring Each Facility Type to Compliance**

Facility Type	Estimated Costs to Bring to Compliance
Signalized Intersections	\$1,460,000
Sidewalk Corridors	\$13,235,000
Transit Stops	\$132,000
<b>Total</b>	<b>\$14,827,000</b>

### 4.2. Implementation Schedule

**Table 14** details the barrier removal costs and proposed implementation schedule by facility type for all facilities evaluated as part of this project. In addition, this plan includes a budget to conduct additional self-evaluations on transportation facilities, as well as update the ADA Transition Plan based on the additional self-evaluation findings. This 15-year plan will serve as the implementation schedule for the Transition Plan. Carson City reserves the right to change the barrier removal priorities on an ongoing basis in order to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, and changes in Carson City programs.

It is the intent of the Carson City to have its ADA Coordinator work together with department heads and budget staff to determine the funding sources for barrier removal projects. Once funding is identified, the ADA Coordinator will coordinate the placement of projects into the Capital Improvement Program to be addressed on a fiscal year basis.



**Table 14 – Implementation Schedule**

Facility Type	Estimated Cost	Implementation Schedule (years)	Approximate Annual Budget
Signalized Intersections	\$1,460,000	5 years	\$292,000
Sidewalk Corridors *	\$13,235,000	15 years	\$882,333
Transit Stops	\$132,000	5 years	\$26,400
Self-Evaluation and ADA Transition Plan Updates	\$3,000,000	15 years	\$200,000
<b>Total</b>	<b>\$17,827,000</b>		
<b>Total Annual Budget (years 1-5)</b>			<b>\$1,400,733</b>
<b>Total Annual Budget (years 6-10)</b>			<b>\$1,082,334</b>
<b>Total Annual Budget (years 11-15)</b>			<b>\$1,082,334</b>

\* Includes unsignalized intersections and driveways along the corridor.



## 5. FUNDING OPPORTUNITIES

As can be seen in the results from the self-evaluation, there is a significant need for barrier removal in Carson City. As such, normal funding mechanisms may not be able to address all of the needs for barrier removal within Carson City. Over the past several years, Carson City has been spending approximately \$1,000,000 per year on ADA improvements. **Table 15** provides a summary of current funding sources and approximate annual amounts. It is important to note that funding varies from year to year, and the values outlined in **Table 15** are approximate annual amounts.

**Table 15 – Funding Devoted to Carson City ADA Improvements in Recent Years**

Funding Source	Approximate Annual Amount
CDBG – Community Development Block Grants	\$200,000
TAP – Transportation Alternative Funds	\$600,000
Local Street Funds	\$200,000
<b>Total</b>	<b>\$1,000,000</b>

There are several alternative funding sources available for Carson City to address these issues, including federal and state funding, local funding, and private funding. The following sections detail some different funding source options.

### 5.1. Federal and State Funding

**Table 16** depicts the various types of federal and state funding available for Carson City to apply for funding for various improvements. The following agencies and funding options are represented in the chart.

- NHS - National Highway System
- STP - Surface Transportation Program
- HSIP - Highway Safety Improvement Program
- TAP - Transportation Alternatives Program
- RTP - Recreational Trails Program
- FTA - Federal Transit Capital, Urban & Rural Funds
- 402 - State and Community Traffic Safety Program
- PLA - State/Metropolitan Planning Funds **(cannot be used for construction)**
- TCSP - Transportation and Community and System Preservation Program
- FLH - Federal Lands Highways Program
- SRTS - Safe Routes to School (Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) now under TAP)

The majority of these programs are competitive type grants; therefore, Carson City is not guaranteed to receive these funds. It will be important for Carson City to track these programs in order to apply for the funds.

**Table 16 – Funding Opportunities**

Activity	NHS	STP	HSIP	TAP	RTP	FTA	402	PLA*	TCSP	FLH	SRTS
Pedestrian plan		X	X					X	X		
Paved shoulders	X	X	X	X					X	X	
Shared-use path/trail	X	X	X	X	X				X	X	X
Recreational trail					X					X	
Spot improvement program		X	X	X					X		X
Maps		X		X			X		X		X
Trail/highway intersection	X	X	X	X	X				X	X	X
Sidewalks, new or retrofit	X	X	X	X		X			X	X	X
Crosswalks, new or retrofit	X	X	X	X		X			X	X	X
Signal improvements	X	X	X	X					X		X
Curb cuts and ramps	X	X	X	X					X		X
Traffic calming		X	X						X		X
Safety brochure/book		X		X			X		X		X
Training	X	X	X	X	X		X		X		X

\* Cannot be used for construction.

## 5.2. Local Funding

There are several options for local funding for Carson City to consider. They include:

- General fund (sales tax and bond issue)
- Allocation of annual departmental budgets – requests for larger share to address needs in a more timely fashion
- Maintenance funds
- Special taxing districts
  - Tax Increment Financing District (TIF) – A TIF allows cities to create special districts and to make public improvements within those districts that will generate private-sector development. During the development period, the tax base is frozen at the predevelopment level. Property taxes continue to be paid, but taxes derived from increases in assessed values (the tax increment) resulting from new development either go into a special fund created to retire bonds issued to originate the development, or leverage future growth in the district.
- Community Improvement District (CID)
  - A geographically defined district in which commercial property owners vote to impose a self-tax. Funds are then collected by the taxing authority and given to a board of directors elected by the property owners.



- Tax Allocation District (TAD)
  - A defined area where real estate property tax monies gathered above a certain threshold for a certain period of time (typically 25 years) to be used a specified improvement. The funds raised from a TAD are placed in a tax-free bond (finance) where the money can continue to grow. These improvements are typically for revitalization and especially to complete redevelopment efforts.
- Sidewalk or Access Improvement Fee
- Transportation User Fee
- Scheduled/Funded CIP projects that are funded through bonds and sales tax.
- Community Development Block Grants (CDBG) – identified elements in alignment with priorities that have been adopted by the City.

### 5.3. Private Funding

Private funding may include local and national foundations, endowments, private development, and private individuals. While obtaining private funding to provide improvements along entire corridors might be difficult, it is important for Carson City to require private developers to improve pedestrian facilities to current ADA requirements, whether it by new development or redevelopment of an existing property.



## 6. NEXT STEPS

The purpose of this document is to provide an Americans with Disabilities Act (ADA) Transition Plan for Transportation Facilities within Carson City, Nevada. As part of this project, transportation related policies and procedures were reviewed for compliance with ADA guidelines. In addition to conducting a review of transportation related policies and procedures, a self-evaluation was conducted on the following facilities:

- 26 signalized intersections;
- approximately 30 miles of sidewalk and all unsignalized intersections and driveways along the sidewalk corridors; and
- 41 transit stops.

The recommended improvements were prioritized and an implementation plan was developed to provide guidance for Carson City improvement projects in the coming years. Public outreach was conducted as part of the project to aid in the development of the plan.

This Transition Plan is focused on a portion of Carson City's transportation facilities, and is not intended to be a comprehensive ADA Transition Plan for all of Carson City's public facilities (parks; buildings; the remaining transportation facilities; and other program accessibility guidelines, standards, and resources throughout Carson City). As funding becomes available, additional program, service, activity, and facility evaluations could be completed to provide a comprehensive Transition Plan for Carson City. A comprehensive Transition Plan for Carson City is recommended to include all of the physical and programmatic barriers including:

- Physical Barriers
  - Parking
  - Path of travel to, throughout and between buildings and amenities
  - Doors
  - Service counters
  - Restrooms
  - Drinking fountains
  - Public telephones
- Programmatic Barriers
  - Building signage
  - Customer communication and interaction
  - Access to public telephones
  - Emergency notifications, alarms, visible signals
  - Participation opportunities for events sponsored by Carson City

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
REQUEST FOR COMMISSION ACTION**

**Date Submitted:** March 25, 2015

**Meeting Date:** April 8, 2015

**To:** Regional Transportation Commission

**From:** Dirk Goering, Transportation Planner

**Subject Title:** For Possible Action: To approve staff's pursuit of a grant with the Federal Lands Access Program (FLAP) in the amount of \$2,000,000, and authorize the RTC Chairman to sign the application and associated Certifications and Assurances.

**Staff Summary:** Staff has found the Federal Lands Access Program to be an eligible grant for reconstructing Sierra Vista Lane and improving access to Federal lands. Staff is requesting approval to pursue a grant application with the Federal Lands Access Program. The deadline to submit a grant application is May 8, 2015. Grant funds would be used to re-construct a 2.5 mile portion of Sierra Vista Lane, south of Pinion Hills Road, including way finding signs and parking areas to improve access to Federal lands and the Carson River. If the grant is awarded and accepted by the RTC, a 5% match (approximately \$100,000) would be required.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Commission Action:** I move to approve staff's pursuit of a grant with the Federal Lands Access Program (FLAP) in the amount of \$2,000,000, and authorize the RTC Chairman to sign the application and associated Certifications and Assurances.

**Explanation for Recommended Commission Action:** In May 2012, the RTC accepted a 1.1 mile portion of Sierra Vista Lane. Sierra Vista Lane is currently constructed with recycled asphalt grindings and is in need of reconstruction. Furthermore, Sierra Vista Lane is frequently used to access the Carson River and Federal lands controlled by the Bureau of Land Management.

**Applicable Statute, Code, Rule or Policy:** Grants Coordination and Tracking Policy

**Fiscal Impact:** An increase to the RTC fund equal to 95% of the grant award.

**Explanation of Impact:** Staff will be notified of any grant award and the final amount at a later date. Any proposed grant award will be brought before the RTC for approval and execution at that time.

**Funding Source:** Federal Lands Access Program

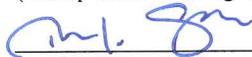
**Alternatives:** N/A

**Supporting Material:** Federal Lands Access Program Brochure.

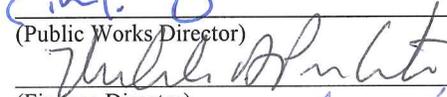
**Prepared By:** Dirk Goering, Transportation Planner

**Reviewed By:**   
(Transportation Manager)

Date: 3/30/15

  
(Public Works Director)

Date: 3/30/15

  
(Finance Director)

Date: 3/30/15

  
(District Attorney's Office)

Date: 3/30/15

**Commission Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_ Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Vote Recorded By)



**Carson City Regional Transportation Commission  
Item for Commission Information**

**RTC Meeting Date:** April 8, 2015  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** March 20, 2015  
**Subject Title:** Street Operations Activity Report.  
**Staff Summary:** Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of February 2015**

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	805 blocks applied
Street Patching Operation	7 tons of asphalt
Pot Hole Repair’s	22

**Tree Care and Maintenance**

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	N/A
Tree Removal	2
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	Pruned 3 trees at Mills Park.
Weed Abatement Chemical sprayed	789 gallons of Glyphosate/pre-emergent applied

*Concrete Repair and Maintenance*

<b>ACTIVITES</b>	<b>COMMENTS</b>
Concrete Total Yards Poured	28
Curb & Gutter Linear Feet	143
Sidewalk & Flat Work Sq/Ft	1,120
Concrete Misc.	Repaired damaged flood wall on Curry St near Fandango. Repaired sunken brick pavers on the north side of Cactus Jacks
Wheel Chair Ramps	0

**Grading and Shoulder Maintenance**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Dirt Road Work	Cleared/inspected 300' of drainage ditch on 4275 Combs Canyon Rd, removed 5 tree stumps on Pratt St, removed sage brush for line of sight on Race Track Rd and Schulz Dr, repaired and re-graded Drako Wy and Astro Dr and repaired the drainage on Bonanza Dr at Manzanita.
Shoulder Work on Asphalt Roads	Shouldered 400' of road on Jefferson Dr, 600' feet of Butti between Airport and Fairview and 300' on Combs Canyon Rd.
Debris cleaned up	120 yards

**Storm Water**

<b>ACTIVITES</b>	<b>COMMENTS</b>
Sediment removed from ditches	35 yards
Linear feet of pipe hydro flushed	1,842 feet
Number of Drainage Inlets Cleaned	159
Total sediment removed from system	44 yards
Line Locations Performed	220

**Sweeper Operations**

ACTIVITES	COMMENTS
Curb Miles Swept	771.3
Yards of Material Picked Up	265 Yards
City Parking Lots Swept	N/A

#### Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	18
Bins Hauled for Fire Department	16
Bins Hauled for Sweeping Operation	46
Bins Hauled for Other Operations	4 Metal bins
Transport Equipment for other Departments	N/A

#### Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

#### Signs and Markings

ACTIVITES	COMMENTS
Signs Made	52
Signs Replaced	60
Sign Post Replaced	4
Signs Replaced due to Graffiti Damage	13
Delineators	10
Cross Walks Painted	N/A
Stop Bars Painted	N/A
Yield Bars Painted	N/A
Right Arrows Painted	N/A
Left Arrows Painted	N/A
Straight Arrows Painted	N/A
Stop (word)	N/A
Only (word)	N/A
Bike Symbol & Arrow	N/A
Parking lot striping	N/A

#### Storm Events

ACTIVITES	COMMENTS
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Snow and Ice Control	1 event 3.5 yards of sand/salt used
Rain Event/Flood Control	1 event
Wind	N/A

## Item G-2



### Carson City Regional Transportation Commission Request for Commission Action

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**RTC Meeting Date:** April 8, 2015  
**Time Requested:** 15 Minutes

**To:** Regional Transportation Commission  
**From:** Darren Schulz, Public Works Director  
**Date Prepared:** March 25, 2015  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

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# Carson City, Nevada

## 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>East/West Water Transmission Main Phase 2A-1</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	East/West Water Transmission Main Phase 2A-1 involves construction of approximately 3,762 linear feet of 24 inch diameter water transmission main from the intersection of E. Robinson Street/Saliman Road, then north on Saliman Road to Mills Park, then west through Mills Park to 140 feet west of N. Roop Street.		
<b>Justification:</b>			
<b>Project Location:</b>	Saliman Road through Mills Park to the intersection of Roop Street and Washington Street	<b>Project No: 4.0901</b>	
<b>Total Estimated Cost:</b>	\$2,100,000	Project to Date Cost: \$597,630	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
<b>Status: Currently under construction, expected completion April 30.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>E. Fifth Street Pedestrian Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Replace deteriorated sidewalk and construct ADA improvements.		
<b>Justification:</b>	The project will replace sidewalk that has deteriorated and construct ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
<b>Project Location:</b>	The south side of East Fifth Street between Roop Street and Saliman Road and southward into the adjacent neighborhood as funds allow.	<b>Project No: 3.1302.2</b>	
<b>Total Estimated Cost:</b>	\$360,000	Project to Date Cost: \$355,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$360,000*	\$0
<b>Status: Construction is 100% complete. Request for release of retention has been submitted.</b>				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>William Street (Route 50) Path Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	The project consists of removing and replacing approximately 1,600 feet of a substandard asphalt concrete path with an elevated 10-ft wide concrete path. The new path would be about 7 to 12 inches above the existing path grade. Other project components include improvements to drainage, raising utility boxes, installing signs and striping and other common improvements related to the project.		
<b>Justification:</b>	This project will replace sections of the existing path that have deteriorated that currently pose barriers to accessibility. The project will also incorporate striping and signage to further demarcate the path from adjacent land uses.		
<b>Project Location:</b>	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	<b>Project No: 3.1403</b>	
<b>Total Estimated Cost:</b>	\$210,000	Project to Date Cost: \$16,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$210,000*	\$0
<b>Status: 100% submittal to NDOT March 2015.</b>				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Western Nevada College Sidewalk Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	The project consists of constructing approximately 3,150 sq.ft. of new sidewalk that is offset from the roadway, providing for a buffer. The new sidewalk would cross two driveways which would be made ADA accessible and crosswalks would be striped at the driveway locations. A crosswalk would also be striped across College Parkway connecting the new sidewalk to an existing sidewalk on the opposite (north) side of the roadway.		
<b>Justification:</b>	This project will improve the safety and connectivity for pedestrians accessing the campus of Western Nevada College (WNC). Completion of the project will also honor an agreement between the City and WNC.		
<b>Project Location:</b>	South side of College Parkway from the west end of the existing sidewalk leading on to the WNC campus	<b>Project No: 6.1305</b>	
<b>Total Estimated Cost:</b>	\$105,265	Project to Date Cost: \$1,500	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$105,265*	\$0
<b>Status: Project to award at April RTC meeting.</b>				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Long Street Sidewalk Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Construct new ADA-compliant sidewalk.		
<b>Justification:</b>	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
<b>Project Location:</b>	Long Street between Stewart Street and Carson Street.	<b>Project No:</b>	
<b>Total Estimated Cost:</b>	\$140,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$0	\$140,000*
<b>Status: Project is currently under design, construction anticipated in spring 2015.</b>				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Robinson Street and Telegraph Street Pavement Rehabilitation and Sidewalk Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Street paving and replacement of existing sidewalk with ADA-compliant sidewalks.		
<b>Justification:</b>	Pavement is in need of rehabilitation and the existing sidewalk is not ADA-compliant.		
<b>Project Location:</b>	Robinson Street between Carson Street and Fall Street and Telegraph Street between Carson Street and Plaza Street.	<b>Project No: ST0003</b>	
<b>Total Estimated Cost:</b>	\$230,000	Project to Date Cost: \$10,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$0	\$230,000
<b>Status: 100% design is complete. Project on hold due to other downtown improvements.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Nye Lane Pedestrian Improvements</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Construct new ADA-compliant sidewalk, replacement of curb and gutter, driveway, as well as construction of pedestrian ramps, asphalt patching, and utility adjustments.		
<b>Justification:</b>	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
<b>Project Location:</b>	The south side of Nye Lane between Northgate Lane and Hot Springs Road and the west side of Northgate Lane north of Hot Springs Road.	<b>Project No: 031302.3</b>	
<b>Total Estimated Cost:</b>	\$125,000	Project to Date Cost: \$125,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$0	\$125,000*
<b>Status: Project is complete.</b>				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds.				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Clear Creek Avenue Sanitary Sewer Extension</b>		
<b>Department Responsible:</b>	Public Works		
<b>Project Description:</b>	Construct approximately 2,300 feet of sewer main, along with water main and storm drain improvements, including roadway reconstruction and related improvements.		
<b>Justification:</b>	This project will complete the sewer connection that will bypass the Bigelow Sewer Pump Station.		
<b>Project Location:</b>	Clear Creek Avenue between Horatio Lane and Center Drive.	<b>Project No: 050023</b>	
<b>Total Estimated Cost:</b>	\$900,000	Project to Date Cost: \$75,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
515	SEWER FUND	\$0	\$0	\$900,000
<b>Status: Design and R/W acquisition phase.</b>				

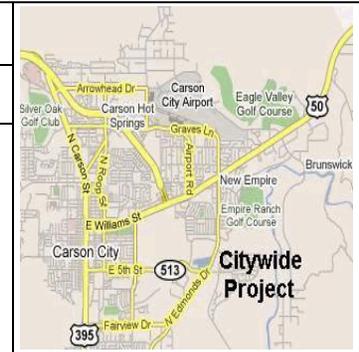


## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Slurry Seal Program</b>	
<b>Department Responsible:</b>	Public Works	
<b>Project Description:</b>	The work consists of notification to residents, asphalt crack preparation, furnishing and placing asphalt crack seal material, furnishing and placing emulsion with aggregate (slurry seal/chip seal), layout and painting of traffic striping and symbols, and traffic control.	
<b>Justification:</b>	Slurry seal maintenance extends pavement life. Although the serviceability of an untreated asphalt pavement may be adequate for some time, pavement deterioration continues.	
<b>Project Location:</b>	Citywide	<b>Project No: 3.0804</b>
<b>Total Estimated Cost:</b>	\$700,000 (annually)	Project to Date Cost: \$0.00



Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
256	STREETS MAINTENANCE	\$0	\$686,007	\$1,006,000
<b>Status: Expect to award contract for FY 2014-15 on August 13.</b>				



## Carson City, Nevada

### 2010/11-2014/15 Capital Improvement Program

### Project Description Report

<b>Project Name:</b>	<b>Traffic Line Markings (Long Line)</b>		
Department Responsible:	Public Works		
Project Description:	Paint traffic line markings.		
Justification:	Safety of motoring/cycling public.		
Project Location:	Citywide	<b>Project No: 3.0805</b>	
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
256	STREETS MAINTENANCE	\$96,907	\$119,760	\$173,000
<b>Status: Expect to award contract for FY 2014-15 on August 13.</b>				