

**NOTICE OF PUBLIC MEETING OF THE
CARSON CITY REGIONAL TRANSPORTATION COMMISSION
WEDNESDAY, JUNE 10, 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, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on June 8, 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, 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 April 8, 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 adopt Resolution _____, a Resolution requesting the Board of Supervisors to issue Highway Revenue Refunding bonds in the amount necessary to effect the refunding project; providing other details in connection therewith; and providing the effective date thereof.

Staff Summary: Staff is asking the Commission to approve the Resolution known as the "2015 Highway Revenue Refunding Bond Request Resolution". Because interest rates have declined since the issuance of the 2008 Bonds and the 2010 Bonds, and pursuant to the Chapters 373 and 350, Nevada Revised Statutes, the Board is authorized, on behalf and in the name of the City to issue revenue refunding bonds to refund all or a portion of the 2008 Bonds and to refund all or a portion of the 2010 Bonds to achieve interest rate savings.

F-2 For Possible Action: To approve an interlocal agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the microsurface and striping of Old Hot Springs Road from Goni Road to the western terminus.

Staff Summary: Though Carson City owns and maintains the roadway, NDOT wishes to microsurface Old Hot Springs Road from Goni Road west to the dead end at their facility. NDOT would fully fund the maintenance project.

F-3 For Possible Action: To authorize the Transportation Manager to execute a cooperative agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Carson City Freeway Multi-Use Path Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% (\$130,000) of the initial funding amount.

Staff Summary: The Carson City Freeway Multi-Use Path project has been approved for Transportation Alternatives Program (TAP) funds to construct approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements from the terminus of the existing path at Northridge Drive to the Linear Park Path along the east side of the freeway.

F-4 For Possible Action: To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration/Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2015 Certifications and Assurances sections of the RTC application for 5339 funds.

Staff Summary: Staff has prepared an application for the fiscal year 2015 partial apportionment of FTA Section 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization, and administered by the Nevada Department of Transportation. Any funds received from the 2015 apportionment will be used to fund costs associated with improving access to transit service for the public by constructing sidewalks at and around JAC bus stop locations.

F-5 Information on an administrative revision to the JAC Assist ADA Complementary Paratransit Policies & Procedures document.

Staff Summary: Staff has reduced the number of days a person can be suspended from JAC Assist ADA Complementary Paratransit services. The JAC Assist ADA Complementary Paratransit Policies & Procedures document has been revised to restrict the maximum number of suspension days for excessive cancellations and no-shows to 20 days.

F-6 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. 1415-169, "Long Street Pedestrian Improvements" for a bid amount of \$147,924, plus a contingency amount of \$14,776, for a total not to exceed price of \$162,700 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 augmented budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the Long Street Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, asphalt patching, relocation of water meters and utility adjustments. The project includes all common phases of construction customarily associated with this type of project.

F-7 For Possible Action: To approve Amendment No. 4 to Contract No. 0910-182 with MV Transportation to add 1,500 service hours to the contract for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2014 to September 30, 2015, for a total cost of \$682,098.

Staff Summary: The previous amendment to contract No. 0910-182, approved by RTC on July 14, 2010, exercised a one-year extension that extended the expiration date to September 30, 2015, and increased the cost per service hour by 1.5% from the previous year. Due to the additional evening service, which began September 2, 2014, the number of service hours stipulated in Amendment 3 of the contract will be exceeded if additional hours are not approved. Staff recommends amending the contract to include an additional 1,500 service hours, so as to allow for the continuation of service through September 30, 2015.

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

G-1 Street Operations Report – April 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, July 8, 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, June 4, 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, April 8, 2015 ● 4:54 p.m.
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
Graham Dollarhide, Transit Coordinator
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.

The televised Regional Transportation Commission (RTC) meeting recordings are available on: <https://www.youtube.com/watch?v=AiuzK3EEQUU>. Audio recordings of the meetings are available on www.carson.org/minutes.

A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:54:25) – Chairperson Bonkowski called the meeting to order. Roll was called and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Brad Bonkowski	Present	
Vice Chairperson Jim Smolenski	Present	
Commissioner Robert Crowell	Present	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Present	

B. PUBLIC COMMENT (4:54:48) – None.

C. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

C-1 FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE FEBRUARY 11, 2015 MEETING.

(4:55:25) – MOTION: I move to approve the minutes of the February 11, 2015 RTC meeting as presented.

RESULT:	APPROVED (5-0-0)
MOVER:	McQueary
SECONDER:	Kimbrough
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

D. AGENDA MANAGEMENT NOTICE (4:55:46) – None.

E. DISCLOSURES

(4:55:55) – Commissioner Kimbrough disclosed that he lived on Sierra Vista Lane and that he had spoken to residents regarding agenda item F-3. Mr. Ward appreciated the disclosure; however, he noted that because Commissioner Kimbrough did not financially benefit from the project, he would be eligible to participate in discussions and vote on the item.

F. PUBLIC HEARING 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.

(4:56:47) – Chairperson Bonkowski introduced the item.

(4:57:18) – Mr. Pittenger presented the agenda materials which are incorporated into the record.

There were no commissioner or public comments.

(4:58:37) – MOTION: 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.

RESULT:	APPROVED (5-0-0)
MOVER:	McQueary
SECONDER:	Kimbrough
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

F-2 INFORMATION REGARDING AN UPDATE ON THE CARSON CITY ADA TRANSITION PLAN FOR TRANSPORTATION FACILITIES.

(4:59:43) – Chairperson Bonkowski introduced the item.

(4:59:51) – Mr. Doenges presented a summary and the data collection methodology to the ADA transportation plan which is incorporated into the record, and noted that they were ready “to start implementing it”.

(5:01:45) – Commissioner McQueary was informed that the plan would be updated periodically to highlight accomplishment and to identify new areas. Mr. Doenges noted that the data would be maintained in a GIS database to help track the improvements. He also clarified that some of the plan implementations, such as snow removal, were still being discussed internally. Discussion ensued regarding sidewalk width and Mr. Doenges explained that they would follow the current five-foot sidewalk standard. Mr. Pittenger clarified that funds specified for studies could not be used for construction, adding that they will continue to do the most needed improvements proactively. Commissioner Kimbrough inquired about the assessment process of the ADA improvements and was informed that outreach to the disabled community was on-going, and input was received from a small but vocal group.

There were no public comments.

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.

(5:12:12) – Chairperson Bonkowski introduced the item.

(5:12:18) – Mr. Pittenger presented the agenda materials which are incorporated into the record. He noted the importance of the project but identified the many other agencies seeking funds from the grant, adding that it would be competitive. He also clarified for Vice Chairperson Smolenski that there was the possibility of receiving a lesser amount. Member McQueary was informed that the \$2,000,000 budget would be sufficient to complete the project.

PUBLIC COMMENTS

(5:17:42) – Mike Turner, who introduced himself as the president of the neighborhood’s homeowners’ association, encouraged the efforts to apply for the grant. He also clarified that the area is frequently used by the public, and there was a great need for parking. Chairperson Bonkowski added that the repairs would provide better access to the emergency vehicles as well. Another resident wished to see the issue of vehicles racing on the road gets addressed. She also pointed out that the existing easement encroached upon her property and wished it to be resolved. Mr. Pittenger assured the speaker that if they receive the grant, strict guidelines will be followed regarding environmental and right-of-way clearances to ensure property owners will be treated fairly. Commissioner Kimbrough clarified that the project will cover “the first two-and-a-half miles where the pavement ends” and would not include the subdivision, which would mean a mile prior to reaching this particular resident’s home. Sue Hassler introduced herself as the secretary of the homeowners’ association and thanked the Commission and Staff for pursuing the grant. She clarified that the area was also used as an equestrian staging area and would benefit that group as well.

(5:25:35) – MOTION: 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.

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

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1: STREET OPERATIONS REPORT – JANUARY 2015.

(5:26:18) – Mr. Pittenger presented the report which is incorporated into the record, and noted that some work was done around Slotworld Casino in cooperation with a private property owner, who funded most of the project. Mr. Pittenger also indicated that due to the good weather, their crews would continue to work.

G-2: PROJECT STATUS REPORT.

(5:28:00) – Mr. Pittenger presented the monthly status report, incorporated into the record, listing the current projects.

G-3: FUTURE AGENDA ITEMS.

(5:31:27) – Mr. Pittenger stated that the closeout of the Fifth Street project, the plans for the Downtown Project, a resolution for the right-of-way of a multiuse path, and the Brewery Arts Center request to close 100 feet of Minnesota Street would be agendized.

H. COMMISSION COMMENTS

(5:34:59) – Vice Chairperson Smolenski applauded the Public Works Department for the lit crosswalk on Fairview Drive.

I. PUBLIC COMMENT (5:36:10) – None.

J. FOR POSSIBLE ACTION: ADJOURNMENT

(5:36:18) – MOTION: Commissioner Kimbrough moved to adjourn the meeting. The meeting adjourned at 5:36 p.m.

The Minutes of the March 11, 2015 Carson City Regional Transportation Commission meeting are so approved this 13th day of May, 2015.

BRAD BONKOWSKI, Chair

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

Date Submitted: May 28, 2015

Meeting Date: June 10 , 2015

To: Regional Transportation Commission
From: Nick Providenti, Finance Director

Subject Title: For Possible Action: To adopt Resolution _____, a Resolution requesting the Board of Supervisors to issue Highway Revenue Refunding bonds in the amount necessary to effect the refunding project; providing other details in connection therewith; and providing the effective date thereof.

Staff Summary: Staff is asking the Commission to approve the Resolution known as the "2015 Highway Revenue Refunding Bond Request Resolution". Because interest rates have declined since the issuance of the 2008 Bonds and the 2010 Bonds, and pursuant to the Chapters 373 and 350, Nevada Revised Statutes, the Board is authorized, on behalf and in the name of the City to issue revenue refunding bonds to refund all or a portion of the 2008 Bonds and to refund all or a portion of the 2010 Bonds to achieve interest rate savings.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to adopt Resolution _____, a Resolution requesting the Board of Supervisors to issue Highway Revenue Refunding bonds in the amount necessary to effect the refunding project; providing other details in connection therewith; and providing the effective date thereof.

Explanation for Recommended Commission Action: This Resolution is a formal request to the Board of Supervisors to proceed with the issuing of the Refunding Bonds for the purposes set forth in the Staff Summary.

Applicable Statute, Code, Rule or Policy: NRS 373 and 350

Fiscal Impact: Interest savings of approximately \$60,000 per year. See attached analysis

Explanation of Impact: Savings can be used for Road Maintenance Projects instead of for paying interest on long term debt.

Funding Source: RTC Fund

Alternatives: Not to issue Refunding Bonds

Supporting Material: Resolution, Financial Analysis

Prepared By: Nick Providenti, Finance Director

Reviewed By: *Daniel Deryn*
(Transportation Manager)

Date: 6/1/15

Paul J.
(Public Works Director)

Date: 6/1/15

Steve Russell
(Finance Director)

Date: 6/1/15

Joseph L. Wood Jr.
(District Attorney's Office)

Date: 6/1/15

Commission Action Taken:

Motion: _____

- 1) _____ Aye/Nay
- 2) _____

_____ (Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS TO ISSUE HIGHWAY REVENUE REFUNDING BONDS IN THE AMOUNT NECESSARY TO EFFECT THE REFUNDING PROJECT; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE THEREOF.

WHEREAS, the Regional Transportation Commission (the “Commission”) requested that the Board of Supervisors (the “Board”) issue bonds to finance transportation improvement projects authorized by the Commission within the area covered by the Commission’s regional plan for transportation (the “Project”); and

WHEREAS, pursuant to Chapters 373 and 350, Nevada Revised Statutes (respectively, the “Project Act” and the “Bond Act”), the Board issued its Carson City, Nevada Highway Revenue (Motor Vehicle Fuel Tax) Improvement Bonds, Series 2008 in the original principal amount of \$9,055,000 (the “2008 Bonds”) and its Carson City, Nevada Highway Revenue (Motor Vehicle Fuel Tax) Subordinate Lien Improvement Bonds, Series 2010 in the original principal amount of \$7,900,000 (the “2010 Bonds”) for the purposes of financing the cost of the Project; and

WHEREAS, interest rates have declined since the issuance of the 2008 Bonds and the 2010 Bonds, and pursuant to the Bond Act, the Board is authorized, on behalf and in the name of the City to issue revenue refunding bonds (“Refunding Bonds”) to refund all or a portion of the 2008 Bonds and to refund all or a portion of the 2010 Bonds to achieve interest rate savings (the “Refunding Project”).

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION:

Section 1. This Resolution shall be known as the “2015 Highway Revenue Refunding Bond Request Resolution.”

Section 2. The Board is hereby requested to issue the Refunding Bonds for the purpose of financing the cost of the Refunding Project as set forth in the preambles hereto and in the amount necessary to effect the Refunding Project.

Section 3. The Secretary to the Commission is hereby directed to immediately certify a copy of this Resolution to the Board, thereby formally requesting that the Board proceed to issue the Refunding Bonds for the purposes set forth above.

Section 4. This Resolution shall become effective on its passage and adoption.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and adopted this June 10, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Brad Bonkowski, Chairperson
Regional Transportation Commission

ATTEST:

By: _____
Secretary
Regional Transportation Commission

Carson City, Nevada
Highway Revenue (Motor Vehicle Fuel Tax)
Refunding Bonds, Series 2015
Sources & Uses of Funds

Issue Summary

Dated Date	08/03/2015
Par Amount	\$6,375,000
Refunded Par	\$6,390,000
Avg Annual Savings	\$58,509
Total Savings	\$882,093
Present Value Savings	\$708,451
% of Refunding Par	11.113%
% of Refunded Par	11.087%
Underwriter's Spread	0.704%
Total Costs as % of Par	2.602%
True-Interest-Cost	3.13941%
Bond Yield	2.93949%
Escrow Yield	0.00000%
Weighted Average Maturity	8.251 years
Refunded Weighted Average Maturity	8.604 years
Negative Arbitrage	\$46,933

Sources of Funds:

Par Amount	\$6,375,000.00
Original Issue Premium	393,973.70
DSF Cash Contribution	<u>85,306.50</u>
Total	\$6,854,280.20

Uses of Funds:

Initial Escrow Deposit	\$1.50
Unrestricted Escrow Cost	85,305.00
Restricted Escrow Cost	6,603,108.00
Net Underwriting	44,874.00
Insurance	0.00
Issuance Costs	<u>120,991.70</u>
Total	\$6,854,280.20

Carson City, Nevada
Highway Revenue (Motor Vehicle Fuel Tax)
Refunding Bonds, Series 2015
Debt Service Schedule

Date	Principal	Rate	Interest	Semi-Annual Debt Service	Annual Debt Service
08/03/2015					
11/01/2015	\$50,000	2.000%	\$59,480.97	\$109,480.97	
05/01/2016			121,165.62	121,165.62	\$230,646.59
11/01/2016	350,000	2.000%	121,165.62	471,165.62	
05/01/2017			117,665.62	117,665.62	588,831.24
11/01/2017	355,000	3.000%	117,665.62	472,665.62	
05/01/2018			112,340.62	112,340.62	585,006.24
11/01/2018	370,000	3.000%	112,340.62	482,340.62	
05/01/2019			106,790.62	106,790.62	589,131.24
11/01/2019	380,000	4.000%	106,790.62	486,790.62	
05/01/2020			99,190.62	99,190.62	585,981.24
11/01/2020	395,000	4.000%	99,190.62	494,190.62	
05/01/2021			91,290.62	91,290.62	585,481.24
11/01/2021	415,000	4.000%	91,290.62	506,290.62	
05/01/2022			82,990.62	82,990.62	589,281.24
11/01/2022	430,000	5.000%	82,990.62	512,990.62	
05/01/2023			72,240.62	72,240.62	585,231.24
11/01/2023	455,000	5.000%	72,240.62	527,240.62	
05/01/2024			60,865.62	60,865.62	588,106.24
11/01/2024	475,000	5.000%	60,865.62	535,865.62	
05/01/2025			48,990.62	48,990.62	584,856.24
11/01/2025	500,000	5.000%	48,990.62	548,990.62	
05/01/2026			36,490.62	36,490.62	585,481.24
11/01/2026	525,000	3.125%	36,490.62	561,490.62	
05/01/2027			28,287.50	28,287.50	589,778.12
11/01/2027	540,000	3.250%	28,287.50	568,287.50	
05/01/2028			19,512.50	19,512.50	587,800.00
11/01/2028	560,000	3.375%	19,512.50	579,512.50	
05/01/2029			10,062.50	10,062.50	589,575.00
11/01/2029	575,000	3.500%	10,062.50	585,062.50	
05/01/2030			0.00	0.00	585,062.50
11/01/2030	<u>0</u>	4.000%	0.00	0.00	
05/01/2031			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	\$6,375,000		\$2,075,249.61	\$8,450,249.61	\$8,450,249.61

Carson City, Nevada
Highway Revenue (Motor Vehicle Fuel Tax)
Refunding Bonds, Series 2015
Pricing Schedule

Call Date: 11/01/2025

Call Price: 100

Date	Principal	Coupon	Yield	Price	Prem/(Disc)	Production
08/03/2015						
11/01/2015	\$50,000.00	2.000%	0.400%	100.390	\$195.00	\$50,195.00
11/01/2016	350,000.00	2.000%	0.720%	101.582	5,537.00	355,537.00
11/01/2017	355,000.00	3.000%	1.220%	103.927	13,940.85	368,940.85
11/01/2018	370,000.00	3.000%	1.560%	104.537	16,786.90	386,786.90
11/01/2019	380,000.00	4.000%	1.840%	108.778	33,356.40	413,356.40
11/01/2020	395,000.00	4.000%	2.100%	109.386	37,074.70	432,074.70
11/01/2021	415,000.00	4.000%	2.390%	109.284	38,528.60	453,528.60
11/01/2022	430,000.00	5.000%	2.580%	115.893	68,339.90	498,339.90
11/01/2023	455,000.00	5.000%	2.740%	116.572	75,402.60	530,402.60
11/01/2024	475,000.00	5.000%	2.940%	116.564	78,679.00	553,679.00
11/01/2025	500,000.00	5.000%	3.050%	117.041	85,205.00	585,205.00
11/01/2026	525,000.00	3.125%	3.380%	97.627	(12,458.25)	512,541.75
11/01/2027	540,000.00	3.250%	3.550%	97.038	(15,994.80)	524,005.20
11/01/2028	560,000.00	3.375%	3.650%	97.128	(16,083.20)	543,916.80
11/01/2029	575,000.00	3.500%	3.730%	97.472	(14,536.00)	560,464.00
11/01/2030	<u>0.00</u>	4.000%	3.560%	103.745	<u>0.00</u>	<u>0.00</u>
	\$6,375,000.00	Par Amount			\$393,973.70	\$6,768,973.70
	<u>349,099.70</u>	<u>+ Premium Bid</u>				
	6,724,099.70	= Amount Bid				
	<u>44,874.00</u>	<u>+ Underwriter's Spread</u>				
	\$6,768,973.70	= Price to Public				

Carson City, Nevada
Highway Revenue (Motor Vehicle Fuel Tax)
Refunding Bonds, Series 2015
Savings Calculation

Date	Refunding Debt Service	Refunded Debt Service	Cashflow Savings/(Loss)	PV Savings/(Loss) @ 2.93949%	Annual Savings/(Loss)
08/03/2015		(\$85,306.50)	(\$85,306.50)	(\$85,306.50)	
11/01/2015	\$109,480.97	170,613.00	61,132.03	60,697.52	
05/01/2016	121,165.62	170,613.00	49,447.38	48,384.79	\$25,272.91
11/01/2016	471,165.62	485,813.00	14,647.38	14,125.01	
05/01/2017	117,665.62	162,197.16	44,531.54	42,321.41	59,178.92
11/01/2017	472,665.62	494,697.16	22,031.54	20,634.82	
05/01/2018	112,340.62	153,319.41	40,978.79	37,824.95	63,010.33
11/01/2018	482,340.62	504,019.41	21,678.79	19,720.49	
05/01/2019	106,790.62	143,955.72	37,165.10	33,318.19	58,843.89
11/01/2019	486,790.62	513,955.72	27,165.10	24,000.53	
05/01/2020	99,190.62	134,076.72	34,886.10	30,375.63	62,051.20
11/01/2020	494,190.62	524,376.72	30,186.10	25,902.60	
05/01/2021	91,290.62	123,655.71	32,365.09	27,370.11	62,551.19
11/01/2021	506,290.62	535,355.71	29,065.09	24,223.39	
05/01/2022	82,990.62	112,663.32	29,672.70	24,371.58	58,737.79
11/01/2022	512,990.62	546,963.32	33,972.70	27,499.20	
05/01/2023	72,240.62	101,067.51	28,826.89	22,995.94	62,799.59
11/01/2023	527,240.62	559,167.51	31,926.89	25,099.99	
05/01/2024	60,865.62	88,836.24	27,970.62	21,671.17	59,897.51
11/01/2024	535,865.62	572,036.24	36,170.62	27,618.47	
05/01/2025	48,990.62	75,934.80	26,944.18	20,275.53	63,114.80
11/01/2025	548,990.62	585,634.80	36,644.18	27,175.38	
05/01/2026	36,490.62	62,325.81	25,835.19	18,881.90	62,479.37
11/01/2026	561,490.62	600,025.81	38,535.19	27,755.87	
05/01/2027	28,287.50	47,969.22	19,681.72	13,970.88	58,216.91
11/01/2027	568,287.50	615,169.22	46,881.72	32,796.52	
05/01/2028	19,512.50	32,824.98	13,312.48	9,177.97	60,194.20
11/01/2028	579,512.50	631,124.98	51,612.48	35,067.58	
05/01/2029	10,062.50	16,850.37	6,787.87	4,545.15	58,400.35
11/01/2029	585,062.50	647,950.37	62,887.87	41,499.69	
05/01/2030	0.00	0.00	0.00	0.00	62,887.87
11/01/2030	0.00	0.00	0.00	0.00	
05/01/2031	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
	\$8,450,249.61	\$9,327,886.44	\$877,636.83	\$703,995.76	\$877,636.83
		Plus: Miscellaneous	<u>4,455.70</u>	<u>4,455.70</u>	<u>4,455.70</u>
		Net Savings	\$882,092.53	\$708,451.46	\$882,092.53

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

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Carson City Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve an interlocal agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the microsurface and striping of Old Hot Springs Road from Goni Road to the western terminus.

Staff Summary: Though Carson City owns and maintains the roadway, NDOT wishes to microsurface Old Hot Springs Road from Goni Road west to the dead end at their facility. NDOT would fully fund the maintenance project.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve an interlocal agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the microsurface and striping of Old Hot Springs Road from Goni Road to the western terminus.

Explanation for Recommended Action: NDOT wishes to microsurface and stripe Old Hot Springs Road from Goni Road to western terminus. In addition to many nearby State offices, the Department's North Annex Facility is located on the south side of the street near the dead end, and this portion of Hot Springs Road is primarily used by NDOT staff.

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

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: N/A

Supporting Material: Proposed Interlocal Agreement.

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: David Payne

(Transportation Manager)

Date: 6/1/15

Art. Sr.

(Public Works Director)

Date: 6/1/15

Michael

(Finance Director)

Date: 6/1/15

Joseph L. Walsh

(District Attorney's Office)

Date: 6/1/15

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

INTERLOCAL AGREEMENT

This Agreement, made and entered into the _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the city of Carson City; a political subdivision of the State of Nevada, hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the purpose of this Agreement is to micro-surface and restripe Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation; and

WHEREAS, the allowance of the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the CITY is willing to allow the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To allow the DEPARTMENT to micro-surface and traffic stripe Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation, to allow for 6 feet of shoulders for pedestrian use due to lack of sidewalks, hereinafter called the PROJECT.
2. The continued ownership and maintenance of Old Hot Springs Road, shall remain with the CITY.

ARTICLE II - DEPARTMENT AGREES

1. To micro-surface Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation.
2. To restripe, for vehicular traffic, Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation, after micro-surfacing operations are completed.

3. To fund 100% of PROJECT with State funds, estimated to be and not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00).

4. To establish and maintain a budget for the PROJECT. This budget will be maintained by the Maintenance and Operations Division of the DEPARTMENT, and all invoices shall be submitted to the Maintenance and Operations Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31 day of December, 2015 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The Parties shall not proceed with said work until a copy of this fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), Agreement is received. If either Party does commence said work prior to receiving copy of this fully executed Agreement or prior to the Final Execution Date, that Party shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the Parties shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event either Party violates the provisions of this Section, that Party waives any and all claims and damages against the other Party, its employees, agents and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity.

4. The parties agree to allow each other to observe, and to inspect project construction in a timely manner which prevents PROJECT delay.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Anita Bush, P.E., Chief Maintenance Engineer
Nevada Department of Transportation
Maintenance and Asset Management Division

1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7050

FOR CITY: Daniel Rotter, P.E., City Engineer
Public Works Department
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7084

12. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

13. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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 but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

14. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. Neither party shall be deemed to be in violation of this Agreement 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 limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

16. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

17. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and

direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

21. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

24. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

25. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

26. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.

27. Any alteration considered extra work shall be addressed through an Amendment to the Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in the Amendment.

28. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

29. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

30. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City,
a political subdivision of the State of Nevada

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Approved as to Form:

Attorney

Date

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

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Carson City Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To authorize the Transportation Manager to execute a cooperative agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Carson City Freeway Multi-Use Path Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% (\$130,000) of the initial funding amount.

Staff Summary: The Carson City Freeway Multi-Use Path project has been approved for Transportation Alternatives Program (TAP) funds to construct approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements from the terminus of the existing path at Northridge Drive to the Linear Park Path along the east side of the freeway.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to authorize the Transportation Manager to execute a cooperative agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Carson City Freeway Multi-Use Path Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Explanation for Recommended Action: In June 2011, the Carson City Freeway Corridor Multi-Use Path Alignment Study was completed with funding from the Carson Area Metropolitan Planning Organization (CAMPO). This study identified preferred and alternate alignments for the continuation of the existing path, constructed with the first phase of the Carson City Freeway, along the freeway corridor down to Jacks Valley Road in Douglas County.

Last year, the RTC approved of the submittal of a TAP grant to fund the construction of Phase 1 of the freeway path, as identified in the alignment study, and staff was successful in securing the grant. The grant will provide reimbursement for 95% of the project cost, and staff will be able to proceed with the project upon approval of the agreement.

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

Fiscal Impact: \$684,211

Explanation of Impact: The estimated cost of the project is \$684,211. TAP funds will reimburse up to \$650,000 (95%) of the project cost, resulting in a net fiscal impact to RTC of \$34,211 (5%).

Funding Source: TAP grant and RTC funds.

Alternatives: N/A

Supporting Material: Proposed Cooperative Agreement.

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: *Daniel Doenges* Date: 6/1/15
(Transportation Manager)
M. Sr. Date: 6/1/15
(Public Works Director)
Sheekusull Date: 6/1/15
(Finance Director)
Joseph L. ... Date: 6/1/15
(District Attorney's Office)

Board Action Taken:

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

_____ (Vote Recorded By)

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
CARSON CITY FREEWAY MULTI-USE PATH PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City, acting by and through its Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that said projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY will design, adjust and/or relocate utility facilities, advertise, award, and manage construction of a multi-use pathway as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (C.F.D.A.) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Six

Hundred Fifty Thousand and No/100 Dollars (\$650,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.
11. To assign DEPARTMENT Right-of-Way Engineering staff to review and approve the mapping, title reports, and legal descriptions for those parcels to be acquired to ensure compliance with State and Federal regulations and standards.
12. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.
13. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
14. To prepare the "Resolution Consenting to Relinquishment and Land Transfer Agreement" and "Resolution of Relinquishment."
15. To submit to the CITY the "Resolution Consenting to Relinquishment and Land Transfer Agreement" for presentation to the CITY's governing body for approval.
16. To present to the DEPARTMENT's Transportation Board of Directors for its approval the executed "Resolution Consenting to Relinquishment and Land Transfer Agreement" and the "Resolution of Relinquishment."
17. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

18. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

19. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

20. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

21. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

22. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

23. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

24. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

25. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of said addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs as established in ARTICLE III, Paragraph 5.

26. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

27. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs as established in ARTICLE III, Paragraph 5. Eligible PROJECT costs are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

28. To transfer to the CITY maintenance responsibility including utility costs for the improvements consisting of the multi-use pathway constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) coordinate utility relocations; and (f) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To generate right-of-way mapping, title reports, and legal descriptions for the new right-of-way parcels to be acquired and to provide these documents to the DEPARTMENT for review and approval.

7. To provide the DEPARTMENT with the required survey information to develop right-of-way mapping, title reports, and legal descriptions of parcels to be acquired.

8. To obtain approval of the "Resolution Consenting to Relinquishment and Land Transfer Agreement" from the CITY's governing body.

9. To accept the right-of-way acquired by the DEPARTMENT for the PROJECT and any maintenance responsibility associated therewith.

10. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions

listed in Attachment C "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

11. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to advertising the PROJECT.

12. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

13. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

14. To require the CITY's contractor to provide a warranty period for not less than one year for plant establishment.

15. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

16. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

17. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

18. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

19. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

20. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

21. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms

regarding the DBE goals.

22. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

23. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE standards.

24. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

25. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

26. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within 90 calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs, as established in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B attached hereto and incorporated herein, and the SAM.

27. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Four Thousand Two Hundred Eleven and No/100 Dollars (\$34,211.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

28. To accept maintenance responsibilities for the improvements consisting of the multi-use pathway constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's

governing body.

29. To complete and sign Attachment D – “Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987” and Attachment E – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2017, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 225 and other guidance including but not limited to those listed in Attachment B. Indirect costs are not eligible for reimbursement unless the CITY’s indirect rate is approved by the cognizant federal agency and that approval is provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of PROJECT costs and available funds:

Total estimated PROJECT costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 3,000.00
CITY Preliminary Engineering Costs:	\$ 51,500.00
DEPARTMENT Right-of-Way Costs:	\$ 5,500.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 60,000.00
CITY Construction Costs	<u>\$ 559,211.00</u>

Total estimated PROJECT costs: \$ 684,211.00

AVAILABLE FUNDING SOURCES:

Federal TAP Funds:	\$ 650,000.00
CITY Match Funds:	<u>\$ 34,211.00</u>

Total PROJECT funding: \$ 684,211.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.”

7. The total PROJECT costs shall be determined by adding the total direct costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director

Attn: Tonia R. Andree, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E - mail: tandree@dot.state.nv.us

FOR CITY:

Robert D. Fellows, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7370
Fax: (775) 887-2164
E - mail: rfellows@carson.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The indemnification language in the DEPARTMENT's "Terms and Conditions Relating to Right-of-Way Occupancy Permits", 2006 Edition found in Section III, General Provisions, Paragraph 2, is superseded by the language provided in Article III, Paragraph 15, of this Agreement.

17. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

27. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced,

prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation
Commission

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Patrick Pittenger, AICP, PTP
Transportation Manager

Director

Attest:

Approved as to Legality & Form:

Susan Merriwether, City Clerk

Deputy Attorney General

Attachment A

SCOPE OF WORK CARSON CITY FREEWAY MULTI-USE PATHWAY PROJECT

The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, revegetation and related improvements. The limits of the Project are east and west of IR-580 from Northridge Drive south to US Highway 50, then east of IR-580 to East 5th Street as depicted on the attached drawing.



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

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration/Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2015 Certifications and Assurances sections of the RTC application for 5339 funds.

Staff Summary: Staff has prepared an application for the fiscal year 2015 partial apportionment of FTA Section 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization, and administered by the Nevada Department of Transportation. Any funds received from the 2015 apportionment will be used to fund costs associated with improving access to transit service for the public by constructing sidewalks at and around JAC bus stop locations.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to adopt a Resolution authorizing the filing of an application for a Federal Transit Administration/Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2015 Certifications and Assurances sections of the RTC application for 5339 funds.

Explanation for Recommended Action: The Carson City Regional Transportation Commission is prepared to submit an application to NDOT for funding for a project under the 5339 grant program. The improvement of access to transit service at and adjacent to JAC fixed route bus stops qualifies as an eligible activity under this program, as it is capital funding used to construct bus-related facilities.

Applicable Statute, Code, Policy, Rule or Policy: 49 USC Chapter 53

Fiscal Impact: An increase in the Transit Fund equal to the amount of the grant award.

Explanation of Impact: Staff will be notified of any agreement with NDOT and the final amount at a later time. Any proposed agreement will be brought before the RTC for approval and execution at that time.

Funding Source: Federal Transit Administration fiscal year 2015 Section 5339 grant funds (partial apportionment); with 20 percent match from the Transit Fund.

Alternatives: N/A

Supporting Material: Carson Area Metropolitan Planning Organization Application for the Determination of Eligibility for the Federal Transit Administration's 5339 Federal Grant Program – Federal Fiscal Year 2015 Partial Apportionment; and State of Nevada Department of Transportation Multimodal Planning/Transit Section Federal Grant Application, including the Authorizing Resolution.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: *Daniel Doering* Date: 6/1/15
(Transportation Manager)
Paul J. Su Date: 6/1/15
(Public Works Director)
Chris Russell Date: 6/1/15
(Finance Director)
Joseph H. Ward Jr. Date: 6/1/15
(District Attorney's Office)

Commission Action Taken:

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

_____ (Vote Recorded By)



PUBLIC NOTICE

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING/TRANSIT SECTION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 (10/01/15 THRU 09/30/16)

Separate applications are required for each Federal Transit Administration Program applied for.
For further information or assistance, please contact the Transit Division at
775-888-7466 or 775-888-7312

Applications must be postmarked or hand delivered on or before:
April 15, 2015

Nevada Department of Transportation
Multimodal Transportation Planning/Transit Section
1263 S. Stewart Street
Carson City, NV 89712

All documents must be signed by persons with signature authority and their legal counsel.

Categories and Criteria — Below are the categories which will be used to rank all submitted applications for FTA funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

Mission/Vision Statement (Page 7 of the application)

Applicant's vision/mission statement: Include the organization's mission statement which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

Vehicle (Page 8 and 9 of the application)

(Page 8) Identify vehicle(s) requested as well as if the vehicle(s) is a replacement or an expansion vehicle. Please note any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.)

(Page 9) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through NDOT or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and NDOT requires full coverage for the vehicle as long as NDOT holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000. for each occurrence, for bodily injury, and property damage, naming the Department of Transportation as an additional insured. This shall be maintained through the useful life of the vehicle and until NDOT releases lien of the title.)

Budget (Pages 10, 11 & 12)

All applicants complete Page 10 for Operating and Capital purchase funds they are requesting. Remember if you are requesting both operating funds and capital purchase funds separate applications will need to be submitted for each. Page 11 is to be completed for 5311 funds only and page 12 completed for 5339 and 5310 capital funds only. If you are unsure of which funds are most appropriate for you agency NDOT will make the determination when your application is reviewed.

Revenue: This source is separate from the match source. This source offsets the overall budget. This can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses charities, etc.

Match source/availability: The source of the matching funds must be verifiable. A letter stating the monetary commitment from the contributing agency/entity must be included in the application, behind the budget sheets.

Project Justification (Page 13)

Please complete page 13 detailing your agency and its purpose to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI non discrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please don't include brochures. This needs to be a written document.

Maintenance and Safety (Please include within the submitted Application Packet)

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

Training

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (Please include within the submitted Application Packet)

Sub-recipients of 5311 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5311 and for volunteers. Annual reporting of the testing results must be submitted to NDOT by sub recipients on Management Information System (MIS) forms.

Customer Satisfaction and Community Support (Please include within the submitted Application Packet)

Letters of Support: Provide any current (within the past 12 months) letters of support, if available, for the services.

Survey Reports: Include a summary of informal survey results and on-board rider satisfaction if available.

Other: Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, documentation of high levels of interest by client groups at City Council/Supervisors/Commissioners meetings, etc.

FTA Funding Sources

For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.

5310 (Capital/Vehicle) Funds _____ (20% match required)

This program (49 U.S.C. 5310) provides formula funding to States for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

5311 (Operating) Funds _____ (40% match required)

5311 (Administration) Funds _____ (20% match required)

5311 (Capital) _____ (5% match require)

This program (49 U.S.C. 5311) provides formula funding to states for the purpose of supporting public transportation in rural areas (populations less than 50,000). Funds may be used for operating, and intercity bus service. It can also be used for job access and reverse commute projects which is defined as a transportation project to finance planning, capital and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income persons to and from jobs and activities related to their employment. Eligible subrecipients include state agencies, local public bodies, Indian tribes, nonprofit organizations and operators of public transportation services.

5339 (Bus and bus facilities) _____ (20% match required)

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

For more information on the programs above please refer to FTA's website:

http://www.fta.dot.gov/funding/grants_financing_263.html

If you have questions regarding which funding source is appropriate for your service please feel free to contact the NDOT Transit Section at (775) 888-7466 or (775) 888-7312.

Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received.

APPLICANT'S NAME _____

APPLICATION CHECKLIST				
*****INCOMPLETE APPLICATIONS WILL NOT BE APPROVED*****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
		4	FTA FUNDING SOURCES	<input type="checkbox"/>
		7	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
		9	VEHICLE INVENTORY	<input type="checkbox"/>
		11	BUDGET	<input type="checkbox"/>
		following budget	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
		13	PROJECT JUSTIFICATION	<input type="checkbox"/>
		14	AUTHORIZING RESOLUTION	<input type="checkbox"/>
Submit through DocuSign or return Signature Page		15	SPECIAL SECTION 13 (c) WARRANTY OPINION OF COUNSEL Please read Special Section 13(c) Warranty with the link provided above & provide signature page only	<input type="checkbox"/>
Submit through DocuSign or return Signature Page		16-17	FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES Please read Certs & Assurances with the link provided above & provide signature page only	<input type="checkbox"/>
	N/A	new applicants include in application packet	ADA POLICY (vehicle/passengers information)	<input type="checkbox"/>
	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (5311 Only)	<input type="checkbox"/>
	N/A	new applicants include in application packet	VEHICLE/FACILTY MAINTENANCE POLICY	<input type="checkbox"/>
	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
	N/A	new applicants include in application packet	VEHICLE POLICY (driver/rider information)	<input type="checkbox"/>
	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
		include in application packet	COPY OF VEHICLE INSURANCE POLICY (Evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00 per occurrence.)	<input type="checkbox"/>
		include in application packet	PUBLIC NOTICE- (Please review Appendix A "Certifications and Assurances " - Protections for Private Transportation Providers)	<input type="checkbox"/>
		include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service)	<input type="checkbox"/>

***Please provide 1 original application and 1 copy**

APPLICANT SIGNATURE

NDOT STAFF SIGNATURE

PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:

Quarterly Ridership Report (NDOT approved form)

Quarterly Vehicle Performance Measurement Report (NDOT approved form)

Quarterly written copies of current routes, schedules, and fares of the Transportation System

Quarterly written Progress Report (detailing any changes or additions to the System)

Insurance policy certificates, declaration pages and endorsements designating the Nevada Department of Transportation as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.

Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form

Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION AND MULTIMODAL PLANNING/TRANSIT SECTION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 (10/01/15 THRU 09/30/16)**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Nevada Department of Transportation Multimodal Transportation Planning/Transit Section 1263 S. Stewart Street Carson City NV, 89712. Please retain 1 complete copy for your records.

Applicant _____

*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

Physical Address _____

Mailing Address _____

Contact Person/Official _____

Title _____

Telephone _____ **Fax** _____

E-mail address _____

Federal Tax ID# _____

DUNS # _____

Type of Agency _____ **Private Non-Profit**
_____ **Private For-Profit**
_____ **Governmental Agency**
_____ **Tribal Agency (Sovereign Nation)**
_____ **Other (describe)**

Type of Service _____ **Senior Center/Disabled Workshop**
_____ **Demand-Response (Dial-a-Ride, Door to Door)**
_____ **Deviated Fixed-Route**
_____ **Fixed route**
_____ **Other (describe)**

Mission/Vision Statement: _____

Clientele Served	<input type="checkbox"/> Elderly (60+ years old)	<input type="checkbox"/> General Public (18-59 years old)
	<input type="checkbox"/> Persons with disabilities	<input type="checkbox"/> Children (under age 5)
	<input type="checkbox"/> Low Income/Welfare	<input type="checkbox"/> Children (5-7 years old)
	<input type="checkbox"/> Minority	<input type="checkbox"/> Children (8-17 years old)
	<input type="checkbox"/> Commuters	

SERVICE

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body will not be considered as a factor in awarding this grant.

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low income individuals. Yes No

Location

Non-Urban Area (Rural under 50,000 population)

Small Urban Area (50,000 - 200,000 population)

Las Vegas

Reno

Carson City

Cities Served	_____	Counties Served	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

VEHICLE/BUSES REQUESTED

COSTS WILL DEPEND ON BIDS RECEIVED	Quantity	VEHICLE DESCRIPTION	Estimated Cost
		Mini van w/Ramp & Dropped Floor	\$50,000.00
		3 ambulatory w/2 wheelchair or	\$50,000.00
		5 ambulatory passengers	\$50,000.00
		Paratransit Type Bus w/Lift	\$75,000.00
		16 ambulatory w/1 wheelchair	\$75,000.00
		Paratransit Shuttle Bus w/Lift	\$77,000.00
		10 ambulatory w/3 wheelchair or	\$77,000.00
		12 ambulatory w/2 wheelchair or	\$71,000.00
		20 ambulatory passengers	\$75,000.00
	Other please attach estimate*		
TOTAL QUANTITY		TOTAL COST	

*Staff may ask for additional documentation

Agency Name _____ Vehicle Inventory - FFY 2016

Vehicle Identification Number	License #/Year	Condition Poor/Good/ Excellent	Year & Vehicle Mode (BU=Bus, CU=Cutaway, VN=Van, MV=Minivan)	Vehicle Length	Seating Capacity	ADA Access Vehicle <u>Yes/No</u> # of ADA seats	Mileage	Funding Source*	Vehicle to be Replaced Yes/No	Lein- holder- see title

*Funding Source - Please provide the largest funding source used to purchase the vehicle. Please be specific. (IE FTA, other federal funds, private or other (describe) Revised1/28/15

FTA BUDGET (1 of 3) ALL APPLICANTS 5311, 5339, 5310

<u>PROJECT ADMINISTRATION EXPENSES 5311</u>	
Director/Bookkeeper/Secretary (Salaries Including Benefits)	_____
Insurance Premiums	_____
Office Expenses (Phone/Utilities)	_____
Office Supplies	_____
Facilities & Equip Rental	_____
Marketing/Advertising	_____
Cost of Admin For Drug & Alcohol	_____
Other (Specify)	_____
(A) TOTAL ADMIN. EXPENSES	\$ _____

<u>REVENUE</u>	
(MUST INCLUDE PROJECTED FAREBOX REVENUE)	
Source	Dollar Amount
_____	_____
_____	_____
_____	_____
(E) TOTAL REVENUE	\$ _____

<u>CAPITAL OPERATING EXPENSES 5311</u>	
Preventative Maintenance (Defined as all maintenance costs)	_____
Office (Furniture/Computer)	_____
Vehicle Leases	_____
Mobility Management Other (Specify)	_____
(B) TOTAL CAPITAL EXPENSES	\$ _____

<u>MATCH</u>	
Source	Dollar Amount
_____	_____
_____	_____
_____	_____
(F) TOTAL MATCH	\$ _____

<u>OPERATING EXPENSES 5311</u>	
Driver/Dispatcher Salaries (Including Benefits)	_____
Fuel/Oil Fluids	_____
Contract Operator	_____
Other (Specify)	_____
(C) TOTAL OPERATING EXPENSES	\$ _____

<u>CAPITAL PURCHASES (5339 or 5310)</u>	
Buses/Van/Paratransit Vehicle	_____
Radios/Comm Equipment	_____
Bus Facilities (Shelters, Signs)	_____
Vehicle Overhaul/Rehab/etc.	_____
Other (Specify)	_____
(D) TOTAL CAPITAL PURCHASES	\$ _____



5311 BUDGET ONLY (2 of 3)

TOTAL ADMINISTRATION EXPENSES	_____	(A) On Budget Page 1
FTA ADMINISTRATIVE AMOUNT	_____	80% of total
SUB-RECIPIENT ADMINISTRATIVE MATCH 20%		20% of total

TOTAL CAPITAL EXPENSES	_____	(B) On Budget Page 1
FTA CAPITAL AMOUNT	_____	95% of total
SUB-RECIPIENT CAPITAL AMOUNT		5% of total

TOTAL OPERATING EXPENSES	_____	(C) On Budget Page 1
TOTAL FAREBOX REVENUE	_____	(E) On Budget Page 1
NET OPERATING EXPENSES	_____	Total expenses minus total farebox
FTA OPERATING AMOUNT	_____	60% of total
SUB-RECIPIENT OPERATING AMOUNT		40% of total

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED (FTA ADMINISTRATION, CAPITAL & OPERATING FROM ABOVE)

SUB-RECIPIENT MATCH ADMINISTRATION, CAPITAL & OPERATING FROM ABOVE)

ESTIMATED ANNUAL HOURS OF SERVICE _____

This is the number of hours you estimate you will operate transit services for the next year (Oct. 1 thru Sept. 30)

***COST PER REVENUE SERVICE HOUR** _____

This is the total net projected expenses divided by the estimated annual hours of service.

5311 Rural & Small Urban \$6.2M Statewide

This program provides funding for the purpose of supporting public transportation in areas of less than 50,000 populations. Funding may be used for operating and intercity bus services. It can also be used for job access and reverse commute projects which is defined as a transportation projects to finance planning and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income persons to and from jobs and activities related to their employment.

5339 / 5310 CAPITAL PURCHASES ONLY (Page 3 of 3)

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED 80%

(FROM D ON BUDGET PAGE 1 OR ESTIMATED ATTACHMENT.)

SUB-RECIPIENT MATCH 20%

(FROM D ON BUDGET PAGE 1 OR ESTIMATED ATTACHMENT.)

5339 Bus and Bus Facilities \$1M Statewide

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

5310 Enhanced Mobility for Seniors & Individuals with Disabilities \$170K Statewide

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.

May 27, 2015 7:17:09 AM PDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavLine

225-0000-391.01-03

- Account miscellane
- Budget miscellane
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

Account information

Q GENERAL FUND / CC. FTA. 5307 OPS MATCH
 Fiscal year: 2015 Cr
 Estimated revenue: 350,000.00
 Total receipts: 350,000.00
 Q Unrealized revenue: .00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 July	.00	.00
Q 02 August	.00	.00
Q 03 September	.00	.00
Q 04 October	350,000.00	350,000.00

Payment information

Vendor (* indicates pending) Total

Print

Cancel

Exit

Previous acc...

Next account

2014

2016

Account activi...

Pending trans...

Subset transa...

Budget alloca...

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group
AJ	GM	04	10/28/2014		350000.00	.00	01091

PROJECT JUSTIFICATION

1. Please describe in detail your transportation program and how this funding will enhance the services offered. (Attach additional sheets if necessary.)

2. Describe the transportation services currently being provided by your organization and/or others in the same region.

3. Provide a detailed picture of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.

4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers (future/existing).

Please print out this document, fill in and obtain signatures, then include with your Application Package to the Nevada Department of Transportation.

AUTHORIZING RESOLUTION

APPLICANT _____
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE _____
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Nevada Department of Transportation grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to states through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Nevada Department of Transportation (NDOT) has been designated by the Governor to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with NDOT on behalf of our agency to aid in the financing of capital, administration, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as NDOT may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

(Printed Title of Authorized Representative)

(Signature of Authorized Representative)

Dated _____

Please print out this document, fill in and obtain signatures, then include with your Application Package to the Nevada Department of Transportation.

Special Section 13(c) Warranty
OPINION OF COUNSEL

The APPLICANT Carson City Regional Transportation Commission
(Name of Transportation Provider)

has agreed to be the legally and financially responsible party for the performance of terms and conditions of the following (and incorporated herein by reference) Special Section 13(c) Warranty, for this grant request.

This will serve as the requisite opinion of Counsel that the APPLICANT is legally capable of assuming the legal and financial responsibilities for the terms and conditions of the Warranty.

I have reviewed the pertinent federal, state, and local laws and regulations, and I am of the opinion that there is no legal impediment to the APPLICANT assuming these responsibilities.

Furthermore, as a result of my examinations, I can find no pending litigation or legislation that might in any way adversely affect the APPLICANT'S ability to assume and discharge these Responsibilities.

Joseph L. Ward, Jr.

(Printed name of Legal Counsel)

Joseph L. Ward Jr.
(Signature of Legal Counsel)

Dated 5/21/15

Brad Bonkowski

(Printed name of APPLICANT'S authorized representative)

Carson City Regional Transportation Commission Chair

(Printed title of APPLICANT'S authorized representative)

(Signature of APPLICANT'S authorized representative)

Dated _____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Carson City Regional Transportation Commission

Name and Relationship of the Authorized Representative: Brad Bonkowski, Carson City RTC Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Brad Bonkowski
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Carson City Regional Transportation Commission

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature Joseph L. Ward, Jr. Date: 5/21/15

Name Joseph L. Ward, Jr.
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

REFERENCES:

Nevada Department of Transportation (NDOT) FTA grant application packet
www.nevadadot.com Public Involvement and Meetings/Transportation Planning/Public Transit/Apply for Grant Funding

Federal Fiscal 2015 Certifications and Assurances
http://www.fta.dot.gov/documents/Fiscal_Year_2015_Annual_List_of_Certifications_and_Assurances_for_FTA_Grants_and_Cooperative_Agreements.pdf

Moving Ahead for Progress in the 21st Century (MAP-21)
<http://www.fta.dot.gov/map21.html>

United States Department of Transportation (USDOT)
www.dot.gov

Federal Transit Administration (FTA)
www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs
http://www.fta.dot.gov/legislation_law/12915.html

Best Practices Procurement Manual
http://www.fta.dot.gov/grants/13054_6037.html

OMB Circulars A-102 Uniform Administrative Requirements for Grants
http://www.whitehouse.gov/omb/circulars_a102

OMB Circular A-122 Cost Principals for Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars_a122_2004/

OMB Circular A-87 Cost Principals for State, Local and Indian Tribal Governments
http://www.whitehouse.gov/omb/circulars_a087_2004/

Americans with Disabilities Act (ADA)
www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations
<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement
<http://www.fta.dot.gov/documents/14-Master.pdf>

Data Universal Numbering System (DUNS) information
<http://www.dnb.com/get-a-duns-number.html>

Title 49 USC Chapter 5323(a)(1)—Private Sector Participation
http://www.fta.dot.gov/documents/FTA_C_9040.1F.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2015

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

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


PRODUCER McGriff, Seibels & Williams of Oregon 1800 SW First Avenue, Suite 400 Portland, OR 97201	CONTACT NAME: PHONE (A/C, No, Ext): 503-943-6621 FAX (A/C, No): 503-943-6622 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED MV Transportation, Inc. and subsidiaries 2024 College Street Elk Horn, IA 51531	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: Indemnity Insurance Company of North America 43575	
	INSURER C: ACE Fire Underwriters Insurance Company 20702	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** A4HE5HV6 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		HDO G27391461	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS Excess of SIR <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		XSA H08852996	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WLR C48146302 (AOS) WLR C48146314 (AZ, MA) WCU C48146338 (CA, OH, WA) SCF C48146326 (WI)	02/01/2015	02/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Carson City is named as an Additional Insured as respects the operations of the Named Insured with respects to General Liability coverage as required by written and signed contract subject to policy terms, conditions, limits and exclusions.

CERTIFICATE HOLDER City of Carson City 3505 Butti Way Carson City, NV 89701 Attn: Ken Smithson	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, Seibels & Williams of Oregon		INSURED MV Transportation, Inc. and subsidiaries	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 02/27/2015	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Auto Physical Damage
Insurance Company: Ace American Insurance Company
Policy #: ISA H08852911
Policy Period: 2/1/15 - 2/1/16
Limit: \$1,000,000

**NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, APRIL 8, 2015 4:30 P.M.
COMMUNITY CENTER- SIERRA ROOM
851 EAST WILLIAM STREET
CARSON CITY, NEVADA**

NOTE: The Carson Area Metropolitan Planning Organization 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 Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, 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 on the CAMPO website at www.carsonareampo.com, 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 Metropolitan Planning Organization may approach the podium and speak on matters related to the Metropolitan Planning Organization. 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 Metropolitan Planning Organization 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; CAMPO may combine two or more agenda items for consideration; and CAMPO 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 Metropolitan Planning Organization that may wish to explain any contact with the public regarding an item on the agenda or business of the Metropolitan Planning Organization.

F. PUBLIC MEETING ITEMS:

F-1 Information on the proposed Fiscal Year 2016 Unified Planning Work Program (UPWP).

Staff Summary: Staff has developed a draft UPWP for FY 2016 (July 1, 2015 – June 30, 2016). The UPWP establishes the budget for proposed CAMPO activities and describes how federal Consolidated Planning Grant (CPG) funds will be administered during the fiscal year.

F-2 Information on an administrative modification to the CAMPO Federal Fiscal Years 2015-2018 Transportation Improvement Program (TIP).

Staff Summary: Staff has processed an administrative modification to move the Highway 50 East Multi-Use Path Safety Improvements from FFY 2015 to FFY 2016.

F-3 For Possible Action: To adopt a proclamation to resolve to join with public agencies and businesses to participate in Stand Up for Transportation Day on April 9, 2015.

Staff Summary: Staff is seeking Board adoption of a proclamation to join with fellow metropolitan planning organizations (MPOs) to participate in Stand Up for Transportation Day.

F-4 For Possible Action: To approve the CAMPO Policy on Competitive Selection Process for Federal Transit Administration (FTA) Section 5339 Grant Funds.

Staff Summary: The proposed policy provides information on the FTA Section 5339 grant and outlines the process for eligible entities within the CAMPO planning area to apply for the funds.

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

G-1 Future Agenda Items

H. BOARD COMMENTS: Status reports and comments from the members of the Carson Area Metropolitan Planning Organization Board.

I. PUBLIC COMMENT: Members of the public who wish to address the Metropolitan Planning Organization 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 Metropolitan Planning Organization 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 meeting is tentatively scheduled for 4:30 p.m., Wednesday, May 13, 2015, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
on Thursday, April 2, 2015, before 5:00 p.m.:

- 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
- CARSON CITY PLANNING DIVISION, 108 E. Proctor Street
- DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden
- LYON COUNTY MANAGER'S OFFICE, 27 South Main Street, Yerington
- NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

NEVADA RURAL COUNTIES RSVP PROGRAM, INC.

BOARD OF DIRECTORS

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*Retired Executive Director
Northern Nevada Chapter
American Red Cross*

STAR ANDERSON
Board Director
General Manager, Carson Nugget

EXECUTIVE DIRECTOR
& CEO

SUSAN C. HAAS

Program of: The Corporation For National And Community Service

Mailing Address: P. O. Box 1708
Carson City, NV 89702
Location: 2621 Northgate Lane Suite 6
Carson City, NV 89706
(775) 687-4680
Fax (775) 687-4494
Toll Free: 1-800-992-0900 Ext: 4680
shaas@nrvsvp.com
www.nevadaruralrsvp.org

July 2, 2014

Patrick A Pittenger
AICP, PTP, Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

RE: Transportation Funding, 5310 funds

Dear Mr. Pittenger:

The Nevada Rural Counties RSVP program fully supports additional Federal funding for transportation in the Carson City Metropolitan Area. Carson City Public Works, under your leadership, has demonstrated a continuing commitment to regional transportation coordination in Northern Nevada. Furthermore, you have provided consistent support and technical assistance to regional planning partners to plan and implement transportation options for those who are most in need, including veterans, the elderly and individuals with disabilities.

Your JAC/JAC Assist bus lines have provided a great transportation asset for the citizens of Carson City and helps to meet the transportation needs of thousands of Carson City residents. Additional funding will insure that these valuable transportation services will maximize transportation opportunities between rural Mineral, Lyon, Douglas, and Storey County communities and the Carson City and Reno areas.

Should you require any further information please do not hesitate to contact Mike Reynolds, RSVP Mobility Manager at (775) 687-4680 x119 or I can be reached at x 2.

Sincerely,



Susan C. Haas
Executive Director & C.E.O.

Named Outstanding 501 (c) (3) Non-Profit Agency in Nevada for 2001 - Governor Kenny Guinn's "Points of Light Award."

Carson City - Churchill Co. - Douglas Co. - Elko Co. - Esmeralda Co. - Eureka Co. - Humboldt Co. - Lander Co. - Lincoln Co. - Lyon Co. - Mineral Co. - Nye Co. - Pershing Co. - Storey Co. - White Pine Co.

RSVP's Mission: To help frail, homebound, and low-income seniors remain independent by providing high quality programs which allow them to stay in their own homes with dignity. Additionally, RSVP coordinates a volunteer network of seniors who use their skills and talents to provide support to community agencies and address community needs through service.

Carson City Senior Citizens Center



911 Beverly Drive • Carson City, NV 89706 • (775) 883-0703 • Fax (775) 883-2869 • Email dbeck@carson.org

March 9, 2015

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application to the Aging and Disability Services Division (ADSD) Transportation grant program.

Dear Mr. Pittenger:

This letter is to inform you that Carson City Senior Citizens Center fully supports the Carson City Regional Transportation Commission's application to the Nevada Aging and Disability Services Division for a transportation grant.

It is understood that any funds awarded as a result of submittal of the application will be used to continue the Senior Bus Pass Program which provides free transportation on Jump Around Carson, Carson City's public transit system, for an entire fiscal year. Last fiscal year, over 70,000 free rides were provided to seniors on JAC bus routes as a result of the program. These funds go a long way in supporting the health and independence of seniors in our community.

As an agency concerned with making seniors a priority, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those who are in need.

Sincerely,

Marena Works

Marena Works, Director, Carson City Senior Center

NEVADA RURAL COUNTIES RSVP PROGRAM, INC.

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Board President
President Insured Financial
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Board Director
Director, Delivery Operations
NV Energy

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Board Director
Retired Executive Director
Northern Nevada Chapter
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ALLAN WARD
Board Director
Owner,
Home Instead Senior Care

EXECUTIVE DIRECTOR
& CEO

SUSAN C. HAAS

501 (c)(3) Non-Profit Tax Exempt Agency and Program of The Corporation For National And Community Service

Mailing Address: P. O. Box 1708
Carson City, NV 89702
Location: 2621 Northgate Lane Suite 6
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www.nevadaruralrsvp.org

March 2, 2015

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application to the Aging and Disability Services Division (ADSD) Transportation grant program.

Dear Mr. Pittenger:

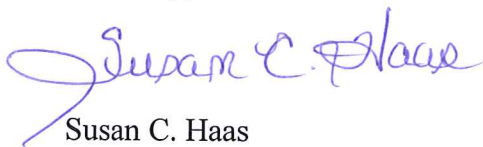
This letter is to inform you that Nevada Rural Counties RSVP, Inc. (RSVP) fully supports the Carson City Regional Transportation Commission's application to the Nevada Aging and Disability Services Division for a transportation grant.

It is understood that any funds awarded as a result of submittal of the application will be used to continue the Senior Bus Pass Program which provides free transportation on Jump Around Carson, Carson City's public transit system, for an entire fiscal year. Last fiscal year, over 70,000 free rides were provided to seniors on JAC bus routes as a result of the program. These funds go a long way in supporting the health and independence of seniors in our community.

As an agency with a mission to help frail, homebound, and low-income seniors remain independent by providing high quality programs which allow them to stay in their homes with dignity we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those who are in need.

Lack of transportation remains the greatest deterrent to access to the goods and services that are needed for seniors to remain independent. Working together we are stronger and better able to meet the needs of the communities we serve.

Sincerely,



Susan C. Haas
Executive Director & C.E.O.

Governor Brian Sandoval's "Points of Light Award" Finalist: Nonprofit Volunteer Program in Nevada, Individual Volunteer Rural, and Winner-Volunteer Manager for 2014
Carson City - Churchill Co. - Douglas Co. - Elko Co. - Esmeralda Co. - Eureka Co. - Humboldt Co. - Lander Co. - Lincoln Co. - Lyon Co. - Mineral Co. - Nye Co. - Pershing Co. - Storey Co. - White Pine Co.

RSVP's Mission: To help frail, homebound, and low-income seniors remain independent by providing high quality programs which allow them to stay in their own homes with dignity. Additionally, RSVP coordinates a volunteer network of seniors who use their skills and talents to provide support to community agencies and address community needs through service.



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

March 9, 2015

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application to the Aging and Disability Services Division (ADSD) Transportation grant program.

Dear Mr. Pittenger:

This letter is to inform you that Carson City Health and Human Services fully supports the Carson City Regional Transportation Commission's application to the Nevada Aging and Disability Services Division for a transportation grant.

It is understood that any funds awarded as a result of submittal of the application will be used to continue the Senior Bus Pass Program which provides free transportation on Jump Around Carson, Carson City's public transit system, for an entire fiscal year. Last fiscal year, over 70,000 free rides were provided to seniors on JAC bus routes as a result of the program. These funds go a long way in supporting the health and independence of seniors in our community.

As an agency concerned with supporting individuals who are in need, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those individuals.

Sincerely,

Nicki Aaker, Director
Carson City Health and Human Services

Carson City Health & Human Services

900 East Long Street • Carson City, Nevada 89706 • (775) 887-2190 • Hearing Impaired-Use 711

Clinical Services (775) 887-2195 Fax: (775) 887-2192	Public Health Preparedness (775) 887-2190 Fax: (775) 887-2248	Human Services (775) 887-2110 Fax: (775) 887-2539	Disease Control & Prevention (775) 887-2190 Fax: (775) 887-2248	Chronic Disease Prevention & Health Promotion (775) 887-2190 Fax: (775) 887-2248
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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Regional Transportation Commission

From: Graham Dollarhide, Transit Coordinator

Subject Title: Information on an administrative revision to the JAC Assist ADA Complementary Paratransit Policies & Procedures document.

Staff Summary: Staff has reduced the number of days a person can be suspended from JAC Assist ADA Complementary Paratransit services. The JAC Assist ADA Complementary Paratransit Policies & Procedures document has been revised to restrict the maximum number of suspension days for excessive cancellations and no-shows to 20 days.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: As a recipient of Federal Transit Administration (FTA) funds, JAC Assist is subject to a Triennial Review. During a recent review, the reviewers found the number of suspension days for excessive cancellations and no-shows to be excessive. At the direction of the reviewers and to avoid a formal violation, staff revised the policy document during the review. Notably, no suspensions have been implemented since JAC Assist ADA Complementary Paratransit service commenced.

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: Pages 13 and 14 from the JAC Assist ADA Complementary Paratransit Policies & Procedures document.

Prepared By: Dirk Goering, Transportation Planner

Reviewed By: David Doney
(Transportation Manager)

Date: 6/1/15

Carl Smith
(Public Works Director)

Date: 6/1/15

Shirley Russell
(Finance Director)

Date: 6/1/15

Joseph F. Ward Jr.
(District Attorney's Office)

Date: 6/1/15

any of these steps. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

JAC ASSIST NO-SHOW AND LATE CANCELLATION POLICY

JAC Assist passengers who establish a pattern or practice of “no-shows” or late cancellations may lose their riding privileges for a designated period of time.

A “no-show” is defined as when a passenger does not cancel a scheduled trip and is unavailable at the agreed upon pick-up time window and location – and ALL of the following occur:

- The vehicle is at the correct pick-up location within the 30-minute window (no more than 15 minutes before or after the scheduled pick-up time);
- The vehicle has waited 5 minutes for the passenger;
- The driver has contacted the dispatcher to report a possible no-show;
- The dispatcher confirms the scheduled pick-up time and correct location with the driver; and
- The dispatcher has attempted to call the passenger at the telephone number of record.

A “late cancellation” is defined as when a passenger does not cancel a scheduled trip at least one (1) hour prior to the scheduled pick-up time.

Because no-shows and late cancellations may cause lost trips and/or rides for other passengers, it is necessary to enforce a no-show and late cancellation policy. This policy is as follows:

- Three (3) no-shows and/or late cancellations within any thirty (30) day period will result in a warning letter.
- Five (5) no-shows and/or late cancellations within any thirty (30) day period will trigger a review of the rider’s no-show and late cancellation frequency.
- Riders who are found to have a pattern or practice of abuse representing at least fifteen (15) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of abuse, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days.
 - Four (4) violations within one year – suspension for thirty (30) days.
 - ~~Five (5) or more violations within one year – suspension for sixty (60) days.~~

JAC Assist is committed to working with individuals to address the causes of no-shows and late cancellations so these persons can continue to use the service.

A no-show or late cancellation due to JAC Assist error will not be counted. Likewise, a no-show or late cancellation due to circumstances beyond your control will not be counted, if you notify JAC Assist at (775) 841-7433 during normal business hours. Documentation may be required. You may also contest a no-show or late cancellation that has been assessed by contacting JAC Assist at (775) 841-7433.

NOTE: JAC Assist will not cancel the return leg of any scheduled trip unless it has made contact with the rider to confirm that the return trip is not needed.

JAC ASSIST EXCESSIVE CANCELLATION POLICY

Even when a trip is cancelled a day in advance or at least one hour before the established pick-up time, a pattern of excessive cancellations causes the paratransit service to not be available at the time other passengers desire service. The policy for excessive cancellations is as follows:

- Ten (10) cancellations within any thirty (30) day period will trigger a review of the rider's cancellation frequency.
- Riders who are found to have a pattern or practice of cancellations representing at least fifty (50) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of cancellations, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days.
 - Four (4) violations within one year – suspension for thirty (30) days.
 - ~~Five (5) or more violations within one year – suspension for sixty (60) days.~~

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

Date Submitted: May 28, 2015

Meeting Date: June 10, 2015
Labor Commissioner PWP # CC-2015-172

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. 1415-169, "Long Street Pedestrian Improvements" for a bid amount of \$147,924, plus a contingency amount of \$14,776, for a total not to exceed price of \$162,700 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 augmented budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the Long Street Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, asphalt patching, relocation of water meters and utility adjustments. 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. 1415-169, "Long Street Pedestrian Improvements" for a bid amount of \$147,924, plus a contingency amount of \$14,776, for a total not to exceed price of \$162,700 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 augmented budget.

Explanation for Recommended Commission Action: ***NOTICE TO CONTRACTORS*** were distributed on April 26, 2015 and the ***NOTICE TO CONTRACTORS*** was published in the Nevada Appeal on April 26, 2014.

The bids were opened at approximately 9:10 a.m. on May 27, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Justin Wilson, Justin Wilson Construction, LLC; Wade Wulfing, Four Point Engineering, LLC; Tom Grundy and Kirby Dubay from Public Works, and Sheri Russell, Purchasing and Contracts Department.

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

Name of Bidder	Total Bid
Justin Wilson Construction, LLC	\$147,924
Four Point Engineering, LLC	\$210,826

Staff recommends award to Justin Wilson Construction, LLC. 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: \$136,000.00

Fiscal Impact: Not to exceed \$162,700

Explanation of Impact: If approved the below referenced account could be decreased by \$147,924, plus a contingency of \$14,776.00, for a not to exceed amount of \$162,700.

Funding Source: Grant Fund – Capital Projects/Construction – account number 275-0620-465.70-40 Project Number 011405 for \$147,924, plus a contingency of \$14,776, for a not to exceed amount of \$162,700.

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. 1415-169, and Bid Response.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: 
(Transportation Manager)

Date: 6/1/15

M. J. [Signature]
(Public Works Director)

Date: 6/1/15

[Signature]
(Finance Director)

Date: 6/1/15

[Signature]
(District Attorney's Office)

Date: 6/1/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

THIS CONTRACT made and entered into this 10th day of June, 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 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 contract (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. 1415-169, titled Long Street Pedestrian Improvements (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.1415-169 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: Long Street Pedestrian Improvements

Contract No.: 1415-169

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Justin Wilson, President
Justin Wilson Construction, LLC.
1662 Walker Dr.
Carson City, NV 89701
775-690-2378
email: justinwilsonconst@gmail.com

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

Carson City Purchasing and Contracts Department
Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7222 / FAX 775-887-2107
SRussell@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Forty Seven Thousand Nine Hundred Twenty Four Dollars and 00/100 (\$147,924.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (**CITY'S** representative) awarding the contract. **CONTRACTOR** 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 (**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 **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

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

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

15. **INSURANCE REQUIREMENTS (GENERAL):**

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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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 Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Section 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.

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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 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 latter 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

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delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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).

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Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and **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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

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: Long Street Pedestrian Improvements

Contract No.: 1415-169

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: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Deputy Finance Director

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

Account # 275-0620-465-70-40
Project # 011405
Amount \$ 147,924.00

By: _____

Dated _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

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 Willson

TITLE: President

FIRM: Justin Wilson Construction, LLC

CARSON CITY BUSINESS LICENSE #: 14-00030324

NEVADA CONTRACTOR'S LICENSE #: 0078017

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: Long Street Pedestrian Improvements

Contract No.: 1415-169

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 10, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-169** and titled **Long Street Pedestrian Improvements**. 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 10th day of June, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 10th day of June, 2015.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Long Street Pedestrian Improvements

Contract No.: 1415-169

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 # 1415-169** and titled **Long Street Pedestrian Improvements** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID # 1415-169** and titled **Long Street Pedestrian Improvements**

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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 #1415-169** and titled **Long Street Pedestrian Improvements** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1415-169** and titled **Long Street Pedestrian Improvements**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7137

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

Notice to Contractors Bid# 1415-169 Long Street Sidewalk

Date and Time of Opening: May 27, 2015 @ 9:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3	
			JWC		Four Point Engineering			
BONDING Provided, \$, %, or no			5%		5%			
BIDDER acknowledges receipt addendums			1		1			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	\$6,000.00	\$6,000.00	\$17,250.00	\$17,250.00	\$0.00
2	Stormwater Protection (SC 6.1.3)	1	LS	\$400.00	\$400.00	\$2,875.00	\$2,875.00	\$0.00
3	Traffic Control (SC 6.1.4)	1	LS	\$10,000.00	\$10,000.00	\$17,250.00	\$17,250.00	\$0.00
4	Removal of Existing Improvements (SC 6.1.5)	1	LS	\$12,000.00	\$12,000.00	\$10,373.00	\$10,373.00	\$0.00
5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	2700	SF	\$6.50	\$17,550.00	\$9.00	\$24,300.00	\$0.00
6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	600	LF	\$25.00	\$15,000.00	\$40.00	\$24,000.00	\$0.00
7	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.8)	689	SF	\$16.00	\$11,024.00	\$27.00	\$18,603.00	\$0.00
8	Construct Type 1 Driveway Apron on 6" Ag. Base - Includes Curb and Gutter (SC 6.1.9)	2400	SF	\$10.50	\$25,200.00	\$17.00	\$40,800.00	\$0.00
9	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.10)	3000	SF	\$7.00	\$21,000.00	\$8.00	\$24,000.00	\$0.00
10	Relocate Existing Street Sign (SC 6.1.11)	1	EA	\$250.00	\$250.00	\$575.00	\$575.00	\$0.00
11	Relocate Water Meter - Non Traffic Rated (SC 6.1.12)	9	EA	\$2,000.00	\$18,000.00	\$1,600.00	\$14,400.00	\$0.00
12	Relocate Water Meter - Traffic Rated (SC 6.1.13)	3	EA	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$0.00
13	Install Frame and Cover for Water Valve (SC 6.1.14)	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$0.00
14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	5000	FA	\$5,000.00	\$25,000.00	\$2.00	\$10,000.00	\$0.00
15	Total Base Bid Price (Schedule A)				\$25,142,924.00		210,826.00	-
Bid ERROR					\$147,924.00		205,826.00	
Total Bid Price written in words? y/n					Y		Y	
Bidder Information provided? y/n					Y		Y	
Sub Contractors listed? y/n or none					(3) 5%, (4) 1%, (4) Other		(3) 5%, (3) 1%, (0)	
DBE Forms Completed? y/n					N		Y	
Bid Document executed? y/n					Y		Y	
END OF DOCUMENT								

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

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve Amendment No. 4 to Contract No. 0910-182 with MV Transportation to add 1,500 service hours to the contract for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2014 to September 30, 2015, for a total cost of \$682,098.

Staff Summary: The previous amendment to contract No. 0910-182, approved by RTC on July 14, 2010, exercised a one-year extension that extended the expiration date to September 30, 2015, and increased the cost per service hour by 1.5% from the previous year. Due to the additional evening service, which began September 2, 2014, the number of service hours stipulated in Amendment 3 of the contract will be exceeded if additional hours are not approved. Staff recommends amending the contract to include an additional 1,500 service hours, so as to allow for the continuation of service through September 30, 2015.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve Amendment No. 4 to Contract No. 0910-182 with MV Transportation to add 1,500 service hours to the contract for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2014 to September 30, 2015, for a total cost of \$682,098.

Explanation for Information: The proposed amendment provides for a reduction to the cost per service hour—the cost for these additional 1,500 service hours will be billed at a rate of \$26.315 per service hour instead of the \$27.115 used for the original 23,700 service hours. The additional 1,500 hours will be added to the fixed route service hours category in order to cover the additional hour of weekday evening service for fixed route service, as well as the WNC evening service. No change to the number of paratransit service hours will be required due to the minimal usage of JAC Assist during the evening hours.

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

Fiscal Impact: \$39,472.50 cost to the Transit Fund in FY 2015.


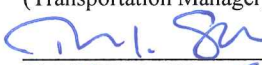
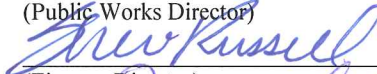

Explanation of Impact: Costs for fixed route, paratransit and miscellaneous service hours provided by the contract operator are paid monthly from the Transit Fund, and then reimbursed by FTA at varying rates: 80 percent for paratransit service (up to 10 percent of the annual appropriation by FTA); 80 percent for service that enhances the mobility of the elderly and individuals with disabilities; and 50 percent for all operating expenses once these previous sources of funds are expended. The addition of 1,500 service hours will add a total of \$39,472.50 to the FY 2015 contract, which will increase it from \$642,625.50 to \$682,098.

Funding Source: FTA operating assistance and local contributions as matching funds.

Alternatives: N/A

Supporting Material: Contract No. 0910-182; Amendment No. 1; Amendment No. 2; Amendment No. 3; proposed Amendment No. 4.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By:  Date: 6/1/15
(Transportation Manager)
 Date: 6/1/15
(Public Works Director)
 Date: 6/1/15
(Finance Director)
 Date: 6/1/15
(District Attorney's Office)

Board Action Taken:

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

_____ (Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 10th day of June, 2015, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "**RTC**", and MV Contract Transportation, Inc., hereinafter referred to as the "**CONTRACTOR**"

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "**CONTRACT**".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, **RTC** and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of **RTC**.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 5 - October 1, 2014 through September 30, 2015 - for a Total of \$ 642,625.50 be increased by \$40,672.50 to include an additional 1,500 service hours to the Annual Fixed Route Category, this would adjust the cost to a grand total of \$683,298 with a breakdown as follows:

Original Breakdown

JAC Fixed Route Service and JAC Assist Paratransit Service

Estimated Annual Fixed Route Service Hours – 14,000

Estimated Annual Paratransit Service Hours – 9,400

Estimated Annual Miscellaneous Service Hours – 300

Estimated Annual Total Service Hours – 23,700

Operating Cost Per Hour - \$27.115

Estimated Original Annual Cost - \$642,625.50

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Additional Hours

Estimated Annual Fixed Route Service Hours – 1,500

Operating Cost Per Hour - \$26.315

Estimated Total Additional Cost - \$39,472.50

Estimated Total Annual Cost - \$682,098.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

Purchasing and Contracts Department
Attn: Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and
approve to its legal form.

By: _____
Nick Providenti, Finance Director

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
DSchulz@carson.org

By: _____
DARREN SCHULZ
Public Works Director

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Brad Cornelsen being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment 4; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Robert A. Pagorek

TITLE: CFO

FIRM: MV Contract Transportation, Inc.

Attn: Office of the General Counsel

CARSON CITY BUSINESS LICENSE #: 14-18284

Address: 5910 N Central Expressway, Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 972-391-4600 **Fax #:** 972-391-4779

E-mail Address: patricia.mcardle@mvtransit.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2015,
by _____.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of June 10, 2015 approved Amendment 4 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 10th day of June, 2015

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 10th day of June, 2015

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

THIS CONTRACT, made and entered into this 9th day of June, 2010, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "**RTC**", and MV Contract Transportation, Inc., hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0910-182** are both necessary and in the best interests of **RTC**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 This Contract shall be effective from October 1, 2010 subject to Carson City Regional Transportation Commission's approval to September 30, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**. **RTC** shall reserve the right to renew for three (3) additional one-year periods, subject to negotiation.

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

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

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

MV Transportation, Inc.
Attn: Daniel Lee
2024 College Street
Elk Horn, IA 51531
712-764-3779
dlee@mvtransit.com

3.3 Notice to **RTC** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 **SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services as set forth below and in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **RTC** hereinafter referred to as the "**SERVICES**".

4.1.1 **CONTRACTOR** shall provide transit service from 6:30 a.m. to 6:30 p.m., Monday through Friday and 8:30 a.m. to 4:30 p.m. on Saturday.

4.2 **SYSTEM MANAGEMENT AND OPERATION:**

4.2.1 **CONTRACTOR** shall manage and operate the transit system in accordance with the policies and procedures established by **RTC** and with good management practices.

4.2.2 Management of day-to day operations of the transit system shall be vested in a local on-site supervisor who shall be well experienced in all aspects of fixed route and ADA complementary paratransit operations.

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4.2.3 A responsible senior employee of the **CONTRACTOR** shall be available at all times, either by telephone or in person, to make major decisions, resolve problems or provide coordination as necessary.

4.2.4 **CONTRACTOR** shall establish a legal entity, licensed to do business in the State of Nevada, for the purpose of employing personnel.

4.2.5 **CONTRACTOR** shall be responsible for the operation of the transit system, although designated City Staff shall provide general oversight and support. **RTC** reserves the right to monitor system operations at any time and make appropriate recommendations for adjustments, which **CONTRACTOR** shall implement in an efficient and timely manner.

4.2.6 Performance measures shall include but not be limited to the annual percentage of increase (decrease) in ridership, farebox revenue, collisions, trips on time, complaints, and accidents per 100,000 miles.

4.2.7 **CONTRACTOR** shall determine the appropriate structure, staffing levels, scheduling, compensation and benefit programs, etc., to operate the service efficiently and effectively.

4.2.8 **CONTRACTOR** shall provide properly trained employees, including supervisors, dispatchers and bus operators, needed to operate the transit system effectively.

4.2.9 **CONTRACTOR** shall be responsible for all aspects of human resources management, including but not limited to: recruitment, hiring, training, compensation, payroll taxes, benefit plans, dispatching, supervision, incentives, discipline and termination of employees.

4.2.10 **CONTRACTOR** shall ensure that all bus operators successfully complete a DOT physical, national criminal background investigation, and pre-employment drug test per 49 CFR Part 655 before being allowed to start working.

4.2.11 **CONTRACTOR** shall perform a motor vehicle record check on all bus operators at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving **RTC** vehicles.

4.2.12 All bus operators shall be trained to proficiency by **CONTRACTOR** before being allowed to operate **RTC** vehicles or work with the public. Training shall include but not be limited to: Commercial Driver License (CDL) of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations

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(including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, and emergency management.

4.2.13 **CONTRACTOR** shall provide other training that would be beneficial to bus operators, including but not limited to: First Aid/CPR, which shall be provided at the appropriate intervals in order for bus operators to maintain their certified status - usually every two years; blood-borne pathogen training, which shall be provided at least annually; and personal safety training, which shall be provided at least once in a bus operator's tenure.

4.2.14 **CONTRACTOR** shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees that complies with 49 CFR Parts 40 and 655. The program shall include at least pre-employment, reasonable suspicion, post-accident and random testing, per FTA requirements.

4.2.15 If **CONTRACTOR** has a "second chance" policy and employs return to duty and follow-up testing in its drug and alcohol testing policy, the program shall comply with FTA requirements.

4.2.16 **CONTRACTOR** shall be responsible for securing the services of a collection site and Medical Review Officer (MRO) that satisfies FTA requirements.

4.2.17 **CONTRACTOR** shall prepare and submit the annual Management Information System (MIS) report, based on **CONTRACTOR'S** drug and alcohol testing program. The statistical data shall include the annual number of tests conducted, reasons for testing, information on positive results and what drugs caused the positive results. The same information shall be compiled and submitted for alcohol tests. The report for the previous year shall be submitted on the DAMIS website (<http://damis.dot.gov>) by March 1 each year, with a copy of the report provided to the City.

4.2.18 **CONTRACTOR** shall be responsible for the scheduling and dispatching of their own employees, doing so in such a way that adequate staffing levels are maintained at all times and continuous service is provided to the public during all scheduled hours of operation.

4.2.19 **CONTRACTOR** shall ensure that all dispatch employees are trained to proficiency in the use of automated scheduling software that is provided by **RTC** to assist with the efficient and effective operation of fixed-route and paratransit services.

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4.2.20 **CONTRACTOR** shall establish and enforce a personal appearance policy for all employees of the operating contract. The personal appearance policy shall be subject to **RTC** approval.

4.2.21 **CONTRACTOR** shall issue uniforms for bus operators that provide a uniform and professional appearance; and shall establish and enforce a policy for uniform wear. The uniform design and type, as well as the uniform policy, shall be subject to **RTC** approval.

4.2.22 Uniforms are not required for office staff, but a neat and professional appearance is nevertheless required at all times.

4.2.23 **RTC** shall provide office space, bus storage and employee parking at the Public Works yard (3303 Butti Way) at no cost to the operating service.

4.2.24 **RTC** shall provide all furnishings, office equipment, computer hardware and software, and utilities at no cost to the operating service.

4.2.25 **RTC** shall provide all technology required to conduct business under the contract, and shall remain the sole owner and overseer of such technology. **CONTRACTOR** shall train its employees to proficiency in the proper use of such technology.

4.2.26 **CONTRACTOR** may access web-based programs using the internet, but shall not have remote access to **RTC**-owned computers nor install applications on **RTC** computers without the express written consent of **RTC**.

4.2.27 **RTC** shall provide two-way radio communication capabilities between the dispatch office and system vehicles at no cost to the operating service. **CONTRACTOR** shall train its employees to proficiency on the proper use of radio equipment, in keeping with **RTC** and FCC requirements.

4.2.28 **RTC** shall provide all vehicles, fuel and other vehicle-related materials and supplies required for the service.

4.2.29 **RTC** shall provide all vehicle maintenance for the service. **CONTRACTOR** shall coordinate with designated **RTC** maintenance staff for scheduled preventive maintenance, the correction of reported vehicle defects, and necessary road calls.

4.2.30 **CONTRACTOR** shall maintain independent records related to vehicle maintenance by establishing a separate file for each vehicle by unit number. The files shall contain a history of all maintenance performed on each vehicle and shall be retained until such time **RTC** disposes of the vehicle. **RTC** may inspect vehicle maintenance records at any time.

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4.2.31 **CONTRACTOR** shall keep the vehicles clean at all times (weather permitting) for the sake of public image and customer satisfaction. **RTC** may inspect for bus cleanness at any time. Each year, **CONTRACTOR** may use up to 250 of the service hours specified in Section 5.1 of this Contract for the purpose of employing a service worker to assist with bus cleaning.

4.2.32 **CONTRACTOR** shall clean bus interiors daily, including but not limited to emptying trash receptacles, sweeping floors, cleaning the glass, and wiping all surfaces, seats and handrails with a damp, clean cloth. Particular attention shall be paid to keeping the driver compartment and passenger entry area clean and free of debris. Floors shall be mopped as needed, but no less than once per week.

4.2.33 **CONTRACTOR** shall clean bus exteriors as needed, but no less than once per week. Particular attention shall be paid to cleaning the glass and bumpers, washing the body without leaving soap or water spots, and keeping the wheels clean and free of dirt and grime.

4.2.34 **CONTRACTOR** shall perform bus washing and fueling during non-revenue service times.

4.2.35 **RTC** shall repair damage for normal wear and tear on vehicles at no cost to the operating service.

4.2.36 **CONTRACTOR** shall be responsible for all vehicle damage arising or resulting in performance of this Agreement, excluding normal wear and tear, and damage caused by the **RTC**.

4.2.37 **CONTRACTOR** shall require bus operators to perform a daily pre- and post-trip inspection of the vehicle, using a standardized inspection checklist. The checklist shall cover all items inside and outside the bus that affect the safe operation of the vehicle, and provide space where the operator may indicate vehicle defects that need to be corrected. At least one copy of the inspection/defect form shall be provided to **RTC** maintenance staff. When the defect has been corrected, **CONTRACTOR** shall obtain a copy of the work order from **RTC** maintenance staff, attach this to the original vehicle defect form, and retain it in the vehicle's maintenance file.

4.2.38 **RTC** shall provide bus stop signs, passenger shelters, benches and trash receptacles at no cost to the operating service. **CONTRACTOR** may recommend appropriate locations for bus stop signs and other passenger amenities, and shall immediately report to **RTC** staff when these items are damaged or missing.

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4.2.39 **CONTRACTOR** shall develop and enforce its own policies and procedures related to human resources management.

4.2.40 **RTC**, with appropriate input from **CONTRACTOR**, shall develop policies and procedures directly related to the operation of the transit system. **CONTRACTOR** shall implement these policies and procedures in a precise and timely manner. **CONTRACTOR** shall not alter standard operating procedures, service configuration or timetables without the express written consent of **RTC**.

4.2.41 **CONTRACTOR** shall collect fares, as directed by **RTC**.

4.2.42 The fare charged to passengers shall be determined by **RTC**.

4.2.43 **RTC** may alter the fare policy at any time with fourteen (14) days' written notice to the **CONTRACTOR**.

4.2.44 **CONTRACTOR** shall keep a count of passengers by fare type.

4.2.45 **CONTRACTOR** and **RTC** shall jointly develop protocols to protect system generated revenues and to accurately account for all revenues, including but not limited to handling of cash fares, pass sales at main office and designated service outlets, count security, farebox reconciliation, deposit procedures, and notification to **RTC** of daily receipts.

4.2.46 **CONTRACTOR** shall provide office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday; and 8:00 a.m. to 4:00 p.m. on Saturday.

4.2.47 **CONTRACTOR** shall provide dispatch and/or street supervision during all hours of operation for the purpose of safety, security and/or emergency preparedness.

4.2.48 There shall be no bus service and the office shall be closed on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

4.2.49 **CONTRACTOR** shall operate demand response service according to the ADA Paratransit Policy and Procedures developed by **RTC**.

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4.2.50 **CONTRACTOR** shall take the lead in certifying individuals for paratransit service, using the ADA Paratransit Policy and Procedures, Paratransit Eligibility Review Guide, and parameters established within the paratransit scheduling software. **RTC** shall have a role in eligibility determinations per the ADA policy.

4.2.51 **CONTRACTOR** shall perform the customer service aspect of the transit system, including but not limited to: outreach, disseminating information, answering questions, receiving visitors, responding to requests, distribution of route brochures, and pass sales at the main office and at designated service outlets. **RTC** shall determine the locations where bus passes will be sold and distributed to the general public, and the procedures for the transmittal of fare media and collection of receipts at these locations. **RTC** shall limit the number of service outlets to no more than five (5) locations; and shall minimize or eliminate the need for **CONTRACTOR** to collect and handle cash from the sale of fare media at these locations.

4.2.52 **CONTRACTOR** shall handle all customer complaints regarding the transit service, and shall develop and maintain a system for taking, recording and resolving complaints in a timely manner. **CONTRACTOR** shall have a standardized form on which information may be collected, and ensure that a supervisor responds to all customer complaints within one (1) business day, if at all possible. **CONTRACTOR** shall report all serious customer-related problems to **RTC** as soon as practicable.

4.2.53 **CONTRACTOR** shall cooperate, as needed, with **RTC** or Emergency Operations Center personnel on the execution of any local plan or transportation annex that may be implemented in the event of an emergency. **CONTRACTOR** shall retain full control over the scheduling and dispatching of its own employees in the event of an emergency.

4.2.54 **RTC** shall provide all marketing, public relations and media relations for the transit system, although **CONTRACTOR** shall cooperate with and support these efforts.

4.2.55 **CONTRACTOR** shall direct all media inquiries to designated **RTC** staff.

4.2.56 **CONTRACTOR** shall strive to maximize ridership, farebox recovery and on-time performance; while minimizing road calls, collisions and complaints. This shall be accomplished by initial and ongoing employee training, street supervision, random checks, corrective personnel actions, and standards that may be established by **RTC**.

4.2.57 **RTC** reserves the right to establish reporting systems and requirements as it sees fit, and may request reports on transit system performance at any time.

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4.2.58 Changes to this Contract shall be effective only upon written agreement between the parties to Contract. Each change to this contract shall be sequentially numbered as an Amendment hereto and signed by authorized representatives of the District and Contractor. Amendments shall only amend the specific portions of this Contract as written in the Amendment and shall not change any other portion of this Contract.

4.2.58.1 **RTC** may, at any time, request changes within the general scope of this Contract. If any such change will cause an anticipated increase in the cost of, or the time required for, the performance or any part of the Contract, or results in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual revenue services hours of 20,450 annual vehicle service hours, the parties shall meet to negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly by an Amendment.

4.2.58.2 In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating cost, to include, but not limited to, laws, rules, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes being imposed based on energy consumption, changes in the Americans with Disabilities Act; of governmental required increases to employee wages and/or benefits, to include health care benefits, **RTC** and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

4.3 BILLING AND REPORTING:

4.3.1 **CONTRACTOR'S** effective billing period will be for the calendar month.

4.3.2 **CONTRACTOR** shall submit all invoices to **RTC** by the 5th business day of each month – for services performed the preceding month.

4.3.3 Billable time shall be for **ACTUAL** – not scheduled – revenue service hours.

4.3.4 **CONTRACTOR** shall track revenue service hours separately for each vehicle, and account for variations in revenue hours including but not limited to lost runs due to bus breakdowns or inclement weather; unforeseeable delays that push service time beyond regularly scheduled hours; etc.

4.3.5 For fixed route service, revenue service hours shall begin when each distinct vehicle is at its starting point at the Downtown Transfer Point and ready to begin service – but not earlier than the scheduled starting time. Revenue service hours shall end when each distinct vehicle reaches the end of its run for the day at the Downtown Transfer Point.

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4.3.6 For paratransit service, revenue service hours shall begin when each distinct vehicle arrives for its first passenger pickup – even if the passenger is a no-show. Revenue service hours shall end when each distinct vehicle drops off its last passenger for the day – as long as the vehicle remains in continuous service. **CONTRACTOR** shall schedule paratransit trips to optimize revenue service hours and make the most efficient use of the vehicle(s), particularly at the beginning and end of driver shifts. If there is a gap in time of 90 minutes or more between clients, the vehicle shall go out of revenue service and return to the yard until the next scheduled pickup.

4.3.7 **CONTRACTOR** shall submit to **RTC** all required monthly reports along with its invoice.

4.4 INVOICES:

4.4.1 **CONTRACTOR** shall submit invoices to **RTC** by the 5th business day of each month as follows:

4.4.2 Invoices shall be sent using **RTC'S** accounting procedures for claim payments that shall include documentation of the actual costs.

4.4.3 Each claim form submitted is subject to **RTC** audit.

4.4.4 Charges shall be submitted monthly.

4.4.5 Each invoice shall contain a certification that all amounts billed are in accordance with this Contract.

4.4.6 Revenue service hours provided for the billing period indicated on each invoice.

4.5 PAYMENT:

4.5.1 All payments by **RTC** shall be made in arrears, after the service has been provided.

4.5.2 All invoices shall be paid by **RTC** on or before the last working weekday of the month.

4.5.3 If **RTC** disputes any item on an invoice for a reasonable cause, **RTC** may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions.

4.5.4 The amounts and reasons for such deletions shall be documented to **CONTRACTOR** within 15 working days after receipt of invoice by **RTC**.

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4.5.5 **RTC** shall assign a sequential reference number to each deletion.

4.6 INFORMATION AND DOCUMENTS:

4.6.1 All information, data, reports, records, maps, survey results that are existing, available and necessary for carrying out the Scope of Work, shall be furnished to **CONTRACTOR** without charge by **RTC**, and **RTC** shall cooperate in every way possible in carrying out the work without undue delay.

4.7 SHORTAGES AND DELAYS:

4.7.1 In the event that **RTC** fails to provide or delays providing items as herein described, in the number and size required, then **CONTRACTOR** shall not be responsible for any delays or resulting decline in the quality of service.

4.8 MUTUAL COOPERATION:

4.8.1 **CONTRACTOR** recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of **RTC**.

4.8.2 **CONTRACTOR** shall be responsible for maintaining a cooperative and good faith attitude in all relations with **RTC** and shall actively foster a public image of mutual benefit to both parties.

4.8.3 **CONTRACTOR** shall not make any statements or take any actions detrimental to this effort.

4.8.4 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **RTC** agrees to pay **CONTRACTOR** based on the following costs:

5.1.1 Year 1 - October 1, 2010 through September 30, 2011 - for a Grand Total of \$529,369 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service

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Estimated Annual Vehicle Service Hours –20,450
Estimated Operating Cost Per Hour - \$25.886
Total Annual Cost - \$-529,369

5.1.2 Year 2 - October 1, 2011 through September 30, 2012- for a Grand Total of \$530,412 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Vehicle Service Hours - 20,450
Estimated Operating Cost Per Hour - \$25.937
Total Annual Cost - \$530,412

5.1.3 Year 3 - October 1, 2012 through September 30, 2013 - for a Grand Total of \$538,387 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Vehicle Service Hours - 20,450
Estimated Operating Cost Per Hour - \$26.327
Total Annual Cost - \$538,387

5.1.4 **RTC** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

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

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 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.

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7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Regional Transportation Commission. **RTC** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

7.3.7 If it is found by **RTC** 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 **RTC** 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

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

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7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.2 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;

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

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

7.5.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into RTC possession all proprietary information in accordance with **Section 23 RTC Ownership of Proprietary Information**.

7.5.5 No more than 60 days and no less than 30 days prior to any expiration or termination of this Contract, the parties shall conduct a joint inspection of the vehicle fleet and mutually agree upon what vehicle repairs are needed prior to the expiration or termination of the contract. The parties shall document the date of the inspection, vehicle number, and inspection findings on a form to be mutually agreed upon by the parties. After the inspection, **CONTRACTOR** shall make all repairs identified and mutually agreed upon during the inspection. On or about the day prior to the effective date of expiration or termination of this Contract, the parties shall perform a follow-up inspection of the vehicle repairs. In the event **CONTRACTOR** has completed all repairs, the parties will indicate on the vehicle inspection form that all repairs have been completed, and sign the vehicle inspection which shall thereafter release **CONTRACTOR** from any further obligation to make repairs to the vehicle.

8 REMEDIES:

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8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. 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. **RTC** may set off consideration against any unpaid obligation of **CONTRACTOR** to **RTC**.

9 LIMITED LIABILITY:

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

10 FORCE MAJEURE:

10.1 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.

11 INDEMNIFICATION:

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

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11.2 Except as otherwise provided in Subsection 11.2.4 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:

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

11.2.2 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.

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

11.4 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.

12 INDEPENDENT CONTRACTOR:

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

12.2 It is mutually agreed that **CONTRACTOR** is associated with **RTC** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services 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.

12.3 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 **RTC** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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12.4 **CONTRACTOR** shall indemnify and hold **RTC** harmless from, and defend **RTC** 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.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **RTC**.

12.6 **CONTRACTOR** and **RTC** intend and agree that **CONTRACTOR**, and any of its employees, shall not be considered as an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and any Nevada revenue and taxation laws, and that **CONTRACTOR** shall solely be responsible for the following for **CONTRACTOR** and its employees:

- withholding of income taxes, FICA, FUTA or any other taxes or fees.
- workers compensation and employers liability coverage.
- health or other benefit plans.
- participation or contribution to any retirement plan.
- sick leave, vacation leave or any other type of leave.
- unemployment compensation coverage.
- wages or overtime compensation due its employees in rendering services pursuant to this contract.

12.7 **RTC**, except as specifically provided in the Contract, shall not control or interfere with the right of **CONTRACTOR** to manage the day to day operations in an independent and autonomous manner;

12.8 the arrangement with **CONTRACTOR** does not contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration);

12.9 **RTC** shall not incur liability of any kind to any employee of **CONTRACTOR** if the Contract is terminated for any reason.

12.10 If any employee of the **CONTRACTOR** brings any employment related suit or action against **RTC** for any reason, **CONTRACTOR** shall defend, indemnify, and hold **RTC** harmless from such suit or action; and

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12.11 **CONTRACTOR** is not restricted from offering its services to the general public while engaged in this work relationship with **RTC** provided such service is not in direct competition with service provided under this Contract, nor interferes in any way with the service provided to **RTC**, nor uses any resources specifically provided by **RTC** for the operating service.

13 INSURANCE REQUIREMENTS:

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

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

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

13.4 Insurance Coverage:

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

13.4.1.1 Final acceptance by **RTC** of the completion of this Contract; or

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

13.4.2 Any insurance or self-insurance available to **RTC** 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 **RTC**, **CONTRACTOR** shall provide **RTC** with renewal or replacement evidence of insurance prior to 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

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failure, **CONTRACTOR** shall immediately notify **RTC** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

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

13.5.2 **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. Blanket additional insured endorsements shall be allowed to satisfy this requirement.

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

13.5.4 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **RTC**. 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 per occurrence, unless otherwise approved by **RTC**.

13.5.5 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium; the Certificates of Insurance shall provide thirty (30) calendar days notice of cancellation to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.6 **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.

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

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

13.5.7.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of CITY as an additional insured per Subsection 13.5.2.

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

13.5.8 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **RTC** 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 **RTC** or others, and shall be in addition to and not in lieu of any other remedy available to **RTC** under this Contract or otherwise. **RTC** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Five Million Dollars (\$5,000,000.00) - General Aggregate

14.1.2 Five Million Dollars (\$5,000,000.00) - Each Occurrence

14.2 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 **AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

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15.2 Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage

15.3 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.

15.4 **VEHICLE TOTAL LOSS** – Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most Contractor will pay for any one loss is the lesser of; 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the RTC as a loss payee, and shall be primary and in no respect excess to, contributory to, of contingent upon any physical damage coverage carried by RTC. Contractor shall provide RTC with a Certificate of Insurance showing compliance with the requirements of this paragraph.

16 **FIDELITY BOND OR CRIME INSURANCE:**

16.1 Bond or Policy Limit: One Million Dollars (\$100,000.00)

17 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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

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

18 **BUSINESS LICENSE:**

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18.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of its Carson City business license to Carson City Purchasing & Contracts.

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

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services 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 Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **RTC** may set-off against consideration due any delinquent government obligation.

20 WAIVER OF BREACH:

20.1 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.

21 SEVERABILITY:

21.1 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.

22 ASSIGNMENT/DELEGATION:

22.1 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 **RTC**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer

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nor delegate any rights, obligations or duties under this Contract without the prior written approval of **RTC**.

23 RTC OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 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 **RTC** and all such materials shall be delivered into **RTC** 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 **RTC**. Notwithstanding the foregoing, **RTC** shall have no proprietary interest in any materials licensed for use by **RTC** that are subject to patent, trademark or copyright protection.

23.2 **RTC** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **RTC** 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 Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **RTC** for honoring such a designation. The failure to so label any document that is released by **RTC** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

25.1 **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.

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26 FEDERAL FUNDING:

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

26.1.1 **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.

26.1.2 **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.

26.1.3 **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 shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26.1.4 **Nondiscrimination Assurance** - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR**, and each subcontract the prime **CONTRACTOR** signs with a subcontractor, will include the following statement:

26.1.5 **CONTRACTOR**, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. **CONTRACTOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by **CONTRACTOR** to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

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

26.1.7 The prime **CONTRACTOR** must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the prime **CONTRACTOR** by the CAMPO and/or RTC. Prompt return of retainage payments from

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the prime **CONTRACTOR** to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or RTC's prior written approval. If the prime **CONTRACTOR** determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime **CONTRACTOR** to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.

27 NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

27.1 **CONTRACTOR** agrees to comply with the following Federal certifications and clauses for third-party contracts.

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

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

27.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

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

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

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

27.3 ACCESS TO RECORDS AND REPORTS:

The following access to records requirements applicable to this Contract:

27.3.1 Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

27.3.2 Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100.00.

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

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which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

27.4 FEDERAL CHANGES:

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

27.5 TERMINATION:

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

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27.5.2 Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

27.5.2.1 If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

27.5.6 Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate

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this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

27.6 CIVIL RIGHTS REQUIREMENTS:

The following requirements apply to the underlying contract:

27.6.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 200d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.

27.6.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

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Contract No. 0910-182
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27.6.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

27.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

27.7.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

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

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

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

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

27.8 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

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

27.9 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

27.9.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

27.10 BREACHED AND DISPUTE RESOLUTION:

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

27.10.2 **Performance During Dispute** – Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Titled: Operating Service for the Jump Around Carson (JAC) Public
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27.10.5 **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28 LOBBYING:

28.1 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:

28.2 Any federal, state, county or local agency, legislature, commission, counsel or board;

28.3 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

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

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

29 APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

30 CLEAN AIR:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

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

31 CLEAN WATER REQUIREMENTS:

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

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

32 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS:

32.1 The Contractor agrees to comply with applicable transit employee protective requirements as follows:

32.1.1 General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

32.2 The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

33 CHARTER BUS REQUIREMENTS:

33.1 The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provisions of mass transportation.

34 SCHOOL BUS REQUIREMENTS:

34.1 Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

35 DRUG AND ALCOHOL TESTING:

35.1 The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the Nevada Department of Transportation. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

36 ENERGY CONSERVATION REQUIREMENTS:

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

37 GENERAL WARRANTY:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
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38 PROPER AUTHORITY:

38.1 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 services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

39 ALTERNATIVE DISPUTE RESOLUTION:

39.1 Pursuant to NRS 338.150, 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 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, in the event that a dispute arising between **RTC** and **CONTRACTOR** cannot otherwise be settled, **RTC** and **CONTRACTOR** agree that, before judicial action may be initiated, **RTC** and **CONTRACTOR** will submit the dispute to non-binding mediation. **RTC** 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 **RTC**. The person selected as mediator shall determine the rules governing the mediation.

40 GOVERNING LAW; JURISDICTION:

40.1 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.

41 ENTIRE CONTRACT AND MODIFICATION:

41.1 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public Transportation System

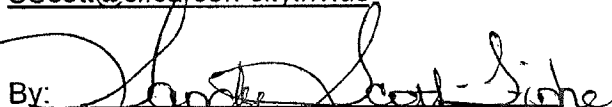
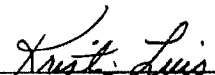
42 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC
Purchasing and Contracts Department
Attn: Sandy Scott-Fisher
Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S/RTC'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By:  By: 
Sandy Scott-Fisher Deputy District Attorney

DATED 7/1/10

DATED 7/14/10

CITY'S/RTC ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

^{FOR} By: 

DATED 7/14/10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 13th day of February, 2013, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 3 - October 1, 2012 through September 30, 2013 - for a Grand Total of \$623,949.90 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$26.327
Estimated Total Annual Cost - \$623,949.90

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

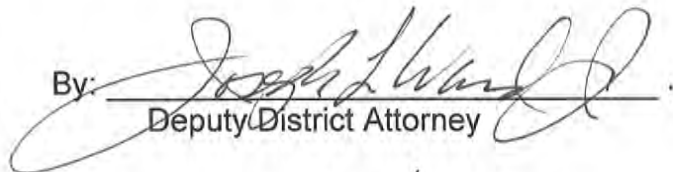
Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: _____
Kim Belt

By:  _____
Deputy District Attorney

DATED _____

DATED 2/4/13

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

By:  _____
ANDY BURNHAM
Public Works Director

DATED 2/4/13

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Brad Cornelsen being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment No. 1; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brad Cornelsen

TITLE: CFO

FIRM: MV Contract Transportation, Inc.

CARSON CITY BUSINESS LICENSE #: 13-18284

Address: 2024 College Street

City: Elk Horn **State:** IA **Zip Code:** 51531

Telephone: 712-764-3771 **Fax #:** 712-764-3842

E-mail Address: bcornelsen@mvtransit.com

[Handwritten Signature]

(Signature of **CONTRACTOR**)

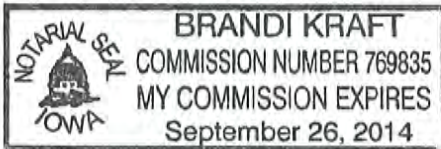
DATED 1/30/13

STATE OF Iowa)
) ss
County of Shelby)

Signed and sworn (or affirmed) before me on this 30 day of January, 2013,
by Brad Cornelsen and Daniel Lee.

[Handwritten Signature]
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at its publicly noticed meeting of February 13, 2013 approved Amendment No. 1 for **CONTRACT No. 0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairman 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



CHAIRMAN

DATED this 13th day of February, 2013

ATTEST:



ALAN GLOVER, CLERK-RECORDER

DATED this 13th day of February, 2013

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 10th day of July, 2013, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, RTC and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 4 - October 1, 2013 through September 30, 2014 - for a Grand Total of \$633,121.80 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$26.714
Estimated Total Annual Cost - \$633,121.80

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: _____
Kim Belt

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

By: _____
ANDY BURNHAM
Public Works Director

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of July 10, 2013 approved Amendment 1 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

JOHN MCKENNA, CHAIRPERSON

DATED this 10th day of July, 2013

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 10th day of July, 2013

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 9th day of July, 2014, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 5 - October 1, 2014 through September 30, 2015 - for a Grand Total of \$642,625.50 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$27.115
Estimated Total Annual Cost - \$642,625.50

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

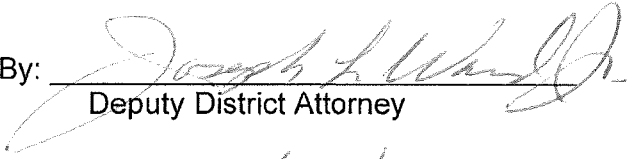
Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 6/30/14

DATED 6/30/14

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
DSchulz@carson.org

By: 
DARREN SCHULZ
Public Works Director

DATED 6/30/14

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

David B. Brown being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment 3; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: David B. Brown

TITLE: Interim CFO

FIRM: MV Contract Transportation, Inc.

Attn: Office of the General Counsel

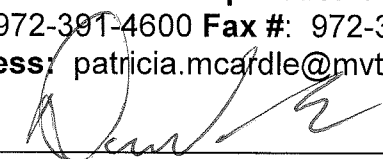
CARSON CITY BUSINESS LICENSE #: 14-18284

Address: 5910 N Central Expressway, Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 972-391-4600 **Fax #:** 972-391-4779

E-mail Address: patricia.mcafdle@mvtransit.com

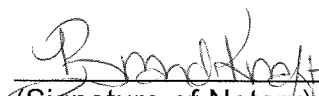


(Signature of **CONTRACTOR**)

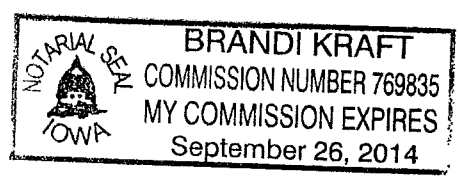
DATED 6/24/2014

STATE OF Iowa)
County of Shelby) ss

Signed and sworn (or affirmed) before me on this 24 day of June, 2014,
by David B. Brown.


(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of July 9, 2014 approved Amendment 3 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



JOHN MCKENNA, CHAIRPERSON

DATED this 9th day of July, 2014

ATTEST:


for: **ALAN GLOVER, CLERK-RECORDER**

DATED this 9th day of July, 2014



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

RTC Meeting Date: June 10, 2015
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Manager
Date Prepared: May 8, 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 April 2015**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	244 blocks applied
Street Patching Operation	109 tons of asphalt
Pot Hole Repair’s	35

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	49
Tree Removal	5
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,050 gallons of Glyphosate/pre-emergent applied

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	42.75
Curb & Gutter Linear Feet	95'
Sidewalk & Flat Work Sq/Ft	1,717
Wheel Chair Ramps	1

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	<ul style="list-style-type: none"> Installed a new drain inlet at 229 Harbin St. Excavated 200' of ditch on Race Track Rd. and armored with rock. Excavated and armored with rock 40' feet of ditch at Woodridge and Lotus Cir. On Berkenfield we excavated 100'x 40' and prepped with road base for paving contractor
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> Repaired the shoulder on the northeast corner of Arrowhead and Hwy 50. Repaired the shoulder/parking area on Deer Run Rd near Sedge.
Debris cleaned up	80 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	100 yards
Linear feet of pipe hydro flushed	125 feet
Number of Drainage Inlets Cleaned	93
Total sediment removed from system	105 yards
Line Locations Performed	249

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	823.6
Yards of Material Picked Up	324 Yards
City Parking Lots Swept	Governors Field, Cemetery, Fuji Park

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	27
Bins Hauled for Fire Department	45
Bins Hauled for Sweeping Operation	81
Bins Hauled for Other Operations	5 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	31
Signs Replaced	32
Sign Post Replaced	6
Signs Replaced due to Graffiti Damage	3
Delineators	4
Cross Walks Painted	71
Stop Bars Painted	122
Yield Bars Painted	12
Right Arrows Painted	33
Left Arrows Painted	114
Straight Arrows Painted	13
Stop (word)	38
Only (word)	59
Bike Symbol & Arrow	N/A
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	1
Wind	N/A

Item G-2



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: June 10, 2015
Time Requested: 15 Minutes

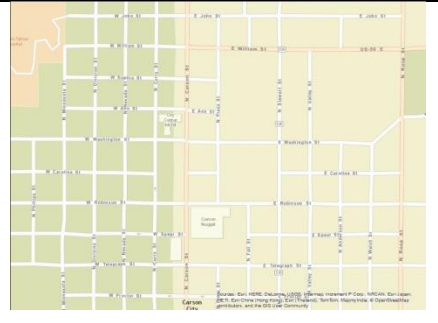
To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: May 27, 2015
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	East/West Water Transmission Main Phase 2A-2		
Department Responsible:	Public Works		
Project Description:	East/West Water Transmission Main Phase 2A-2 involves construction of approximately 2,800 linear feet of 24 inch diameter water transmission main along Washington Street from just west of Roop Street to Phillips Street. As part of this project, there will be sidewalk improvements, including ADA-accessible improvements, on the north side of Washington Street from approximately Plaza Street to Phillips Street.		
Justification:			
Project Location:	Washington Street from just west of Roop Street to Phillips Street.	Project No:	
Total Estimated Cost:	\$2,100,000	Project to Date Cost: \$100,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
Status: Currently under design. Construction expected to begin in July.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	William Street (Route 50) Path Improvements		
Department Responsible:	Public Works		
Project Description:	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.		
Justification:	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.		
Project Location:	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	Project No: 3.1403	
Total Estimated Cost:	\$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
Status: Out to bid – bids open June 16.				
* 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

Project Name:	Western Nevada College Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	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.		
Justification:	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.		
Project Location:	South side of College Parkway from the west end of the existing sidewalk leading on to the WNC campus	Project No: 6.1305	
Total Estimated Cost:	\$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
Status: Construction to begin June 1.				
* 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

Project Name:	Long Street Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	Construct new ADA-compliant sidewalk.		
Justification:	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
Project Location:	Long Street between Stewart Street and Carson Street.	Project No:	
Total Estimated Cost:	\$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*
Status: Project is currently under design, construction anticipated in summer 2015.				
*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

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



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Little Lane Roadway Reconstruct		
Department Responsible:	Public Works		
Project Description:	Remove and rebuild roadway on Little Lane from Janas Way to Saliman Road. Project includes replacement of curb ramps on the south side of the roadway.		
Justification:	This project will replace a section of roadway that has exceeded its useful life and provide for a safe and connected pedestrian facility that on the south side of the road.		
Project Location:	Little Lane between Janas Way and Saliman Road.	Project No: ST0006	
Total Estimated Cost:	\$280,000	Project to Date Cost: \$7,000	


Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$280,000
Status: At 100% design. Construction expected end of July through October.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

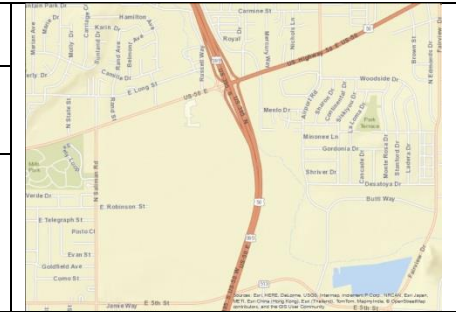
Project Name:	Division Street Roadway Repaving		
Department Responsible:	Public Works		
Project Description:	Pulverize and repave the roadway on Division Street from Fifth Street to King Street. Project includes curb and gutter and sidewalk improvements on both sides of the roadway.		
Justification:	This project will repave a section of roadway that has significantly degraded and provide for drainage improvements and a safe and connected pedestrian facility where there are currently gaps.		
Project Location:	Division Street between Fifth Street and King Street.	Project No: ST0005	
Total Estimated Cost:	\$300,000	Project to Date Cost: \$4,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$300,000
Status: Design is currently underway. Construction estimated to start in October.				



Carson City, Nevada 2010/11-2014/15 Capital Improvement Program Project Description Report

Project Name:	Carson City Freeway Multi-Use Path	
Department Responsible:	Public Works	
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No:
Total Estimated Cost:	\$684,000	Project to Date Cost: \$0



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
Status: Agreement to RTC for approval in June. Anticipate notice to proceed in August.				

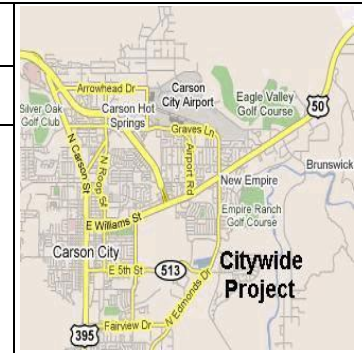


Carson City, Nevada

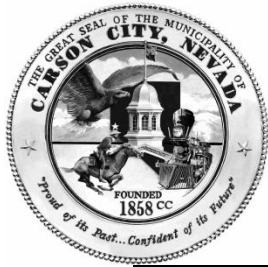
2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Slurry Seal Program	
Department Responsible:	Public Works	
Project Description:	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.	
Justification:	Slurry seal maintenance extends pavement life. Although the serviceability of an untreated asphalt pavement may be adequate for some time, pavement deterioration continues.	
Project Location:	Citywide	Project No: 3.0804
Total Estimated Cost:	\$700,000 (annually)	Project to Date Cost: \$325,000



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
Status: Restarted work in May as a continuation of last year's program. Project completion expected in the beginning of June.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Traffic Line Markings (Long Line)		
Department Responsible:	Public Works		
Project Description:	Paint traffic line markings.		
Justification:	Safety of motoring/cycling public.		
Project Location:	Citywide	Project No: 3.0805	
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
Status:				