



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

**Day:** Wednesday  
**Date:** May 12, 2021  
**Time:** 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

### AGENDA

#### **NOTICE TO PUBLIC:**

The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the applicable Directives issued under authority of the Governor’s Declaration of Emergency, including Directive 024 and Directive 044, the maximum occupancy for physical attendance at this meeting is limited to occupancy consistent with social distancing requirements. In addition, unless specifically exempted by Directive 024, anyone who attends in person and is not physically separated by previously installed impermeable barriers must wear a face covering at all times.

- Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the RTC meeting at [www.carson.org/granicus](http://www.carson.org/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191.
- The public may provide public comment in advance of a meeting by written submission to the following email address: [maloney@carson.org](mailto:maloney@carson.org). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

1. **Call to Order – Regional Transportation Commission**
2. **Roll Call**
3. **Public Comment\*\***  
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
4. **For Possible Action: Approval of Minutes – April 14, 2021**

## 5. Public Meeting Item(s):

**5-A For Possible Action:** Discussion and possible action regarding (1) a Federal Transit Administration (“FTA”) Section 5339(a) grant application to Carson Area Metropolitan Planning Organization (“CAMPO”) for \$244,817 which would fund 80% of a \$306,021 project to provide solar lighting for Jump Around Carson (“JAC”) stops, with the remaining \$61,204 covered by a required 20% local match; and (2) authorization for the RTC Chair to sign the Authorizing Resolution for that application.

Staff Summary: CAMPO has grant funding available for Fiscal Years (“FY”) 2020 and 2021. The proposed application to CAMPO would seek funding to purchase and install solar lights for JAC bus stops and shelters. A Safety Solutions Team created under JAC’s Public Transportation Agency Safety Plan identified several safety concerns related to poor lighting around bus stops and shelters. The proposed improvements would be consistent with the planned bus stop enhancements described in JAC’s Transit Development and Coordinated Human Services Plan.

**5-B For Possible Action:** Discussion and possible action regarding the following four Federal Transit Administration (“FTA”) Section 5310 grant applications to Carson Area Metropolitan Planning Organization (“CAMPO”), none of which requires a local match, and authorization for the RTC Chair to sign the Authorizing Resolution each of the four applications for: (1) \$191,504 to provide a contactless fare payment system for Jump Around Carson (“JAC”) and JAC Assist; (2) \$100,540 for capitalized operating expenses for JAC Assist; (3) \$25,780 for capitalized operating expenses for JAC Assist; and (4) another \$25,780 for capitalized operating expenses for JAC Assist.

Staff Summary: CAMPO has FTA Section 5310 grant funding available for Fiscal Years (“FY”) 2020 and 2021. FTA Section 5310 grant funding is not subject to a local match requirement. The first proposed application to CAMPO is for a capital funds project through FTA Section 5310 to secure \$191,504 for a contactless fare payment system for JAC and JAC Assist. The remaining three applications to CAMPO would fund operating expenses for JAC Assist in the amounts of \$100,540, \$25,780, and \$25,780 through traditional FTA Section 5310 funding, an FTA Section 5310 funding supplementation in the Coronavirus Response and Relief Supplemental Act (“CRRSA”), and an FTA Section 5310 funding supplementation in the American Rescue Plan Act of 2021 (“ARPA”), respectively.

**5-C For Possible Action:** Discussion and possible action regarding Cooperative Agreement No. PR135-21-063 (“Agreement”) between RTC and the Nevada Department of Transportation (“NDOT”) to partially fund the Colorado Street Rehabilitation Project using Surface Transportation Block Grant (“STBG”) funds for \$741,292 and 5% local match of \$39,015 for a total of \$780,307, and to authorize the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: RTC approved the allocation of \$741,292 in unused STBG funds from Fiscal Years (“FY”) 2019 and 2020 to the Colorado Street Rehabilitation Project on May 13, 2020. The Agreement allows NDOT to disperse those STBG funds to RTC for use on the Colorado Street Rehabilitation Project. The project is located in Performance District 4.

**5-D For Possible Action:** Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“Intermountain”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 20300316, 2021 Long Line Project, to Intermountain for a total not to exceed amount of \$210,310.10.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the 2021 Long Line Project. The project consists of placing approximately 1,264,150 linear feet of painted pavement markings using Nevada Type II water-based paint layout, traffic control, and all other incidentals needed to complete the project. The construction contract is for the base bid of \$191,191 plus a 10% contingency of \$19,119.10, for a total not to exceed amount of \$210,310.10. The engineer’s estimate was \$191,045.

**5-E For Possible Action:** Discussion and possible action regarding Contract 20300348 for Nichols Consulting Engineers, CHTD (“NCE”) to perform civil engineering services for the District 3 Center Drive Rehabilitation Project for a total not to exceed amount of \$114,805, through December 31, 2022.

Staff Summary: The District 3 Center Drive Reconstruction Project is a pavement reconstruction project in Performance District 3 and includes roadway reconstruction between Snyder Avenue and the county line between Carson City and Douglas County. The project also includes sanitary sewer installation between Snyder Avenue and Clear Creek Road. NCE will assist Carson City staff by completing the civil engineering design plans for the project. The design is anticipated to take approximately eight months to complete.

**5-F For Possible Action:** Discussion and possible action regarding (1) a Cooperative Agreement (“Agreement”) between Carson City and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”) through September of 2023 in the amount of \$626,595.90, with \$595,266.10 coming from Transportation Alternatives Program (“TAP”) funds and the remainder coming from a 5%, in-kind local match valued at \$31,329.80; and (2) authorizing the Transportation Manager to sign the Agreement, as well as future amendments to the Agreement to extend the time for performance or to approve funding changes not exceeding 10% of the present Agreement amount.

Staff Summary: The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> Grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Agreement will allow the program to continue to provide planning and program services through September 30, 2023.

## 6. Non-Action Items

6-A Transportation Manager’s Report

6-B Street operations activity report for March 2021

6-C Project Status Report

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

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

7. **Public Comment\*\***

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

8. **For Possible Action: To Adjourn**

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**\*\*PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. **Public comment will be taken at the beginning of the agenda before any action is taken and again at the end before adjournment.** No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Chair may call for or allow additional individual-item public comment at the time of the body’s consideration of the item when: (1) the comment will be provided from a person who is directly involved with the item, such as City staff or an applicant; or (2) it involves any person’s or entity’s due process appeal or hearing rights provided by statute or the Carson City Municipal Code. Comments may be limited to three minutes per person or topic, at the discretion of the Chair in order to facilitate the meeting.

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

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Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

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

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This notice has been posted at the following locations:  
Carson City Public Works, 3505 Butti Way  
Community Center, 851 East William Street  
City Hall, 201 North Carson Street  
Carson City Library, 900 North Roop Street  
Community Development Permit Center, 108 East Proctor Street  
[www.carson.org/agendas](http://www.carson.org/agendas)  
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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**  
**Minutes of the April 14, 2021 Meeting**  
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**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin at 4:30 p.m. on Wednesday, April 14, 2021, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
 Vice Chair Lisa Schuette  
 Commissioner Chas Macquarie  
 Commissioner Greg Stedfield  
 Commissioner John Terry (via WebEx)

**STAFF:** Darren Schulz, Public Works Director  
 Dan Stucky, Deputy Public Works Director  
 Lucia Maloney, Transportation Manager  
 Adam Tully, Deputy District Attorney  
 Chris Martinovich, Transportation/Traffic Engineer  
 Kelly Norman, Transportation Planner/Analyst  
 Marquis Williams, Transportation Planner/Analyst  
 Alex Cruz, Transit Coordinator  
 Tamar Warren, Senior Public Meetings Clerk

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

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

(4:55:50) – Chairperson Bagwell called the meeting to order at 4:55 p.m.

**2. ROLL CALL**

(4:55:56) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(4:56:40) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – FEBRUARY 10, 2021.**

(4:57:01) – Chairperson Bagwell introduced the item and entertained comments and/or corrections.

**(4:57:08) – Commissioner Stedfield moved to approve the minutes of the March 10, 2021 meeting as presented. The motion was seconded by Commissioner Macquarie and carried 5-0-0.**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 14, 2021 Meeting**

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**DRAFT**

**5. PUBLIC MEETING ITEMS**

**5-A FOR INFORMATION ONLY: PRESENTATION AND DISCUSSION ON PAVEMENT PRESERVATION PROJECTS FOR PERFORMANCE DISTRICT 3 AND OTHER ONGOING TRANSPORTATION PROJECTS.**

(4:57:35) – Chairperson Bagwell introduced the item. Mr. Martinovich gave background, presented the Staff Report, incorporated into the record, and responded to clarifying questions. Commissioner Macquarie recommended “good signage” during the District 3, East 5<sup>th</sup> Street Project discussion on the roundabout, noting he found the Stewart Street one “confusing.” He also encouraged ADA improvements “if the opportunity arises.” Chairperson Bagwell noted the complexities of the Eagle Valley Middle School expansion and the increased traffic, coupled with the need to address the street’s level of service. She recommended further discussion of the item during agenda item 5-B “when we discuss dollars and opportunities.” This item was not agendized for action.

**5-B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE BOARD OF SUPERVISORS ON THE FISCAL YEAR (FY) 2022 BUDGETS FOR THE REGIONAL TRANSPORTATION, TRANSIT, CAMPO, AND STREET MAINTENANCE FUNDS.**

(5:26:20) – Chairperson Bagwell introduced the item. Ms. Maloney presented the Staff Report which included the Budget Preparation Worksheets, and acknowledged the virtual presence of Carson City Chief Financial Officer Sheri Russell and Public Works Operations Manager Rick Cooley (present in person) who were available to answer the Commissioners’ questions. Chairperson Bagwell wished to revisit the Transportation District 3 discussion during item 5-A, and considered bringing to the Board of Supervisors the possibility of adding \$725,000 to the budget and to “request the projects in their entirety.” Vice Chair Schuette was in agreement and believed “it’s important to be consistent...with the progress made in the community with Complete Streets.” Ms. Russell reminded the Commission that this was a tentative budget and it would be presented to the Board of Supervisors as such. Ms. Maloney noted that the addition to the budget would be \$753,000 instead of the previously mentioned \$725,000 for the Regional Transportation Fund.

(5:44:18) – Mr. Cooley presented the Street Maintenance Funds budget and responded to clarifying questions. Discussion ensued regarding the lack of funding for Short Line projects and Chairperson Bagwell recommended considering “a one time funding opportunity” by transferring funds received from the federal government “that can be spent at 100 percent...into this account so we can handle Short Line.” Commissioner Macquarie agreed with Chair Bagwell that it was “a safety issue” and was in favor of allocating the funds. Chairperson Bagwell summarized the discussion by stating the following proposed budget amendments: “to not transfer the \$466,000 of the General Fund to the Transit Account; if funding is available, to add \$753,00 to the RTC fund to complete the two projects as scoped [per the earlier discussion above]; and add approximately \$466,000 to the Street Maintenance Account to handle the Short Line.” Ms. Maloney clarified that the budget would be augmented upon receipt of the grant funds. Chairperson Bagwell entertained a motion.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 14, 2021 Meeting**

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**DRAFT**

**(5:55:14) – Commissioner Macquarie moved to recommend to the Board of Supervisors approval of the Fiscal Year 2022 budgets for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds with the additional recommendations as summarized by the Chair. The motion was seconded by Commissioner Stedfield and carried 5-0-0.**

**5-C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED REVISIONS TO THE JAC FIXED-ROUTE ADA POLICIES AND PROCEDURES AND JAC ASSIST ADA COMPLEMENTARY POLICIES AND PROCEDURES.**

(5:55:51) – Chairperson Bagwell introduced the item. Mr. Cruz presented the Staff Report and clarified for Chairperson Bagwell that the inclusion of the term “Extended Service Area” in the *JAC Assist ADA Complementary Paratransit* document reflected the formalized name of the provided service. Ms. Maloney clarified that the justification for the Extended Service Area (with a higher ridership price) was to accommodate riders “so far away from our fixed route” and only in the Carson City area. Chairperson Bagwell entertained a motion.

**(6:00:57) – Commissioner Stedfield moved to approve the proposed administrative revisions as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

**6. NON-ACTION ITEMS:**

**6-A TRANSPORTATION MANAGER’S REPORT**

(6:01:22) – Ms. Maloney reviewed upcoming agenda items for the May 2021 RTC meeting which would include the funding agreement for the Colorado Street project, the Center Drive design contract, and possibly a review of the Long Line contract. She updated the Commission on the JAC Assist/Carson City Senior Center partnership to provide rides to seniors to receive their COVID-19 vaccinations at the Senior Center. Ms. Maloney explained that Staff were looking into electronic payments and introduced newly hired Transportation Planner/Analyst Marquis Williams, noting that he would be developing a Fixed Route Riders’ Guide along with Mr. Martinovich. She also praised Ms. Norman for her behind-the-scenes asset management digitization work. In response to a question from Chairperson Bagwell, Ms. Maloney explained that the school zone discussion was planned for the May 20, 2021 Board of Supervisors meeting. Vice Chair Schuette praised Staff for the JAC Assist partnership with the Senior Center. Chairperson Bagwell wished Commissioner Terry well as this was his last meeting. Mr. Martinovich clarified for Commissioner Macquarie that the Nevada Department of Transportation planned to conduct the environmental/cultural studies relating to “the path along the freeway to the Livermore Sports Complex.”

**6-B STREET OPERATIONS ACTIVITY REPORTS FOR FEBRUARY 2021**

Incorporated into the record.

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

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 14, 2021 Meeting**

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**DRAFT**

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

Previously discussed.

**7. PUBLIC COMMENT**

(6:07:57) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

**8. ADJOURNMENT: FOR POSSIBLE ACTION**

(6:08:04) – Chairperson Bagwell adjourned the meeting at 6:08 p.m.

The Minutes of the April 14, 2021 Carson City Regional Transportation Commission meeting are so approved this 12<sup>th</sup> day of May, 2021.



## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Alex Cruz, Transit Coordinator

**Agenda Title: For Possible Action** – Discussion and possible action regarding (1) a Federal Transit Administration (“FTA”) Section 5339(a) grant application to Carson Area Metropolitan Planning Organization (“CAMPO”) for \$244,817 which would fund 80% of a \$306,021 project to provide solar lighting for Jump Around Carson (“JAC”) stops, with the remaining \$61,204 covered by a required 20% local match; and (2) authorization for the RTC Chair to sign the Authorizing Resolution for that application.

**Staff Summary:** CAMPO has grant funding available for Fiscal Years (“FY”) 2020 and 2021. The proposed application to CAMPO would seek funding to purchase and install solar lights for JAC bus stops and shelters. A Safety Solutions Team created under JAC’s Public Transportation Agency Safety Plan identified several safety concerns related to poor lighting around bus stops and shelters. The proposed improvements would be consistent with the planned bus stop enhancements described in JAC’s Transit Development and Coordinated Human Services Plan.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the application as presented and to authorize the RTC Chair to sign the Authorizing Resolution section of the application.

### **Background/Issues & Analysis**

Applications for 5339(a) grant funds apportioned to Nevada for small urban areas are submitted to CAMPO, the organization that administrators the funds. A determination of funding allocation by CAMPO is estimated to take place at the June 9, 2021 CAMPO meeting. Funding is available to public agencies and private non-profit organizations operating public transportation and based in the CAMPO region.

The cost to upgrade JAC’s bus stops and bus shelters with solar lighting is \$306,021. FTA Section 5339(a) funding requires a 20% local match in the amount of \$61,204. RTC would be requesting \$244,817 in FTA Section 5339(a) funds through this application.

JAC currently operates a fixed-route service in Carson City with 131 independent bus stops on poles and 26 bus shelters, including two shelters at the Downtown Transit Center. Currently, no bus stop poles on the JAC routes have their own independent lighting, and no bus shelters have working solar lighting. The solar lighting project will increase visibility for drivers and JAC riders and increase safety at all JAC bus stops. Any funds received as a result of this grant application will be applied toward the purchase and installation of the solar lighting systems needed.

**Applicable Statute, Code, Policy, Rule or Regulation**

49 U.S.C. § 5339; NRS 277A.270

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Transit Fund, Federal Grants revenue account / 2253082-431010; Transit fund, Furniture and Fixtures expense account / 2253026-507743

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: If awarded, the projected costs for purchase and installation of the solar lighting systems are \$306,021, with \$244,817 in costs being FTA 5339(a) grant funds. Jump Around Carson will be required to provide a 20% match for this purchase equaling \$61,204. The grant funding would be added to the FY 2022 budget during augmentations and the required local match is anticipated to be available in the final approved FY 2022 budget.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Jump Around Carson (JAC) Grant Application for Section 5339(a) Program Funds

**Board Action Taken:**

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**Grant Application Packet for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief Supplemental Act  
of 2021 (CRRSAA) Funding  
and  
American Rescue Plan Act of 2021**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7431  
E-mail: [dgoering@carson.org](mailto:dgoering@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is May 15, 2021\*\*\***

## Grant Program Information

### **FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

### **Eligible Activities/Purchases**

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

### **Match**

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

### **Available Funding**

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

### **Grants for Buses and Bus Facilities Formula Program - 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

### **Eligible Recipients**

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

### **Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

### **Match**

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

### **Available Funding**

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

## **Required Information**

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

### **Evaluation Criteria**

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

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**Grant Application  
for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief  
Supplemental Act of 2021 (CRRSAA)  
Funding  
and  
American Rescue Plan Act of 2021**

## General Information

### **Brief Project Description:**

### **Name of Organization:**

### **Type of Organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Private Non-Profit              | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)           |
| <input type="checkbox"/> Other                           |   |

## Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

### **FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

- 5310 Capital Funds (general)**  
Amount Requested:
- 5310 Capital Funds (compliance with ADA)**  
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**  
Amount Requested:
- 5310 Operating Funds**  
Amount Requested:
- 5310 CRRSAA Funds**  
Amount Requested:
- 5310 America Rescue Plan Act Funds**  
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

### **FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

- 5339(a) Capital Funds (20% match required)**  
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**  
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**  
Amount Requested:

**Applicant/Organization Information**

**Physical Address:**

**Mailing Address (if different from physical address):**

**Contact Person:**

Title:

Phone Number:

Email Address:

**Applicant Federal ID#:**

**Applicant DUNS#:**

**Organization's mission statement and/or describe the organization's vision:**

**Detailed description of your organization:**

**Detailed description of your existing transportation program/services:**

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

## Project Information

### **Project Description:**

#### **Type of Service funding is requested for:**

- |  |  |
|--|--|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                        |
| <input type="checkbox"/> Fixed Route                     | <input type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |  |

#### **Clientele served by service/purchase/program (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Elderly (60+ years old)   | <input type="checkbox"/> Low Income/Welfare |
| <input type="checkbox"/> Persons with disabilities | <input type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                     |   |

#### **Area Served (check all that apply):**

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County                                 | <input type="checkbox"/> Other       |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	Total Quantity		Total Estimated Cost

**Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (5310 only)</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses - Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses (5310 or 5339(a))</b>		<b>Match Required* (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

\*Local match required only for 5339(a) grant funding

## **Required Documentation**

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO 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 Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) 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 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Equal Employment Opportunities Program**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

### **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

## Appendix A

### Links to Resources and Required Documentation

#### *Certifications and Assurances*

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

#### *Fixing America's Surface Transportation (FAST) Act*

<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

#### *OMB "Super Circular" or 2 C.F.R. 200*

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://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*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *Data Universal Numbering System (DUNS) information*

<https://www.dnb.com/duns-number.html>

#### *Coronavirus Response and Relief Supplemental Appropriations Act of 2021*

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT \_\_\_\_\_  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

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

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated 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 CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO 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

\_\_\_\_\_  
Date

## ATTACHMENT A

### Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

### TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

### Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

### DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

### Training Policy

Available Upon Request

### Drug and Alcohol Policy

Available Upon Request

### ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>

ATTACHMENT B

**Transit Pole Lighting**



<https://urbansolarcorp.com/transit-lighting/transit-pole-lighting/>

**Transit Shelter Lighting**



<https://urbansolarcorp.com/transit-lighting/bus-shelter-lighting/f-series-shelter-lighting/>

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## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Alex Cruz, Transit Coordinator

**Agenda Title: For Possible Action** – Discussion and possible action regarding the following four Federal Transit Administration (“FTA”) Section 5310 grant applications to Carson Area Metropolitan Planning Organization (“CAMPO”), none of which requires a local match, and authorization for the RTC Chair to sign the Authorizing Resolution each of the four applications for: (1) \$191,504 to provide a contactless fare payment system for Jump Around Carson (“JAC”) and JAC Assist; (2) \$100,540 for capitalized operating expenses for JAC Assist; (3) \$25,780 for capitalized operating expenses for JAC Assist; and (4) another \$25,780 for capitalized operating expenses for JAC Assist.

**Staff Summary:** CAMPO has FTA Section 5310 grant funding available for Fiscal Years (“FY”) 2020 and 2021. FTA Section 5310 grant funding is not subject to a local match requirement. The first proposed application to CAMPO is for a capital funds project through FTA Section 5310 to secure \$191,504 for a contactless fare payment system for JAC and JAC Assist. The remaining three applications to CAMPO would fund operating expenses for JAC Assist in the amounts of \$100,540, \$25,780, and \$25,780 through traditional FTA Section 5310 funding, an FTA Section 5310 funding supplementation in the Coronavirus Response and Relief Supplemental Act (“CRRSA”), and an FTA Section 5310 funding supplementation in the American Rescue Plan Act of 2021 (“ARPA”), respectively.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 minutes

### **Proposed Motion**

I move to approve the four applications as presented and to authorize the RTC Chair to sign the Authorizing Resolution sections of each application.

### **Background/Issues & Analysis**

Applications for 5310 grant funds apportioned to Nevada for small urban areas are submitted to CAMPO, the organization that administrators the funds. A determination of funding allocation by CAMPO is estimated to take place at the June 9, 2021 CAMPO meeting. Four applications have been developed by staff in response to CAMPO’s notice of funding availability. Available funding is provided at 100% federal share. Should the funding be awarded, no local match will be required.

Table 1. Section 5310 Grant Applications, Requested Funding

5310	Contactless Fare	Service Agreement (2-years)	\$26,880
		Wifi-Enabling Hardware (16 units)	\$56,800
		APC Hardware	\$39,460
		System w/ Validators (36 months)	\$68,364
		Total	<b>\$191,504</b>
5310	Capitalized Operating		<b>\$100,540</b>
CRRSA 5310	Capitalized Operating		<b>\$25,780</b>
ARPA 5310	Capitalized Operating		<b>\$25,780</b>

**Applicable Statute, Code, Policy, Rule or Regulation**

49 U.S.C. § 5310; NRS 277A.270

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Transit Fund, Federal Grants revenue account / 2253081-431010; Transit Fund, Equipment account / 2253026-507775 (\$191,504); and Transit Fund, Operating Contract account / 2253026-500331 (\$152,100).

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: Acceptance of awarded 5310 funds will increase available operating funds. No local match is required for these funds. If awarded, the grant amount will be added to the FY 2022 budget during the subsequent budget augmentation.

**Alternatives**

Do not approve the application(s) and provide alternate direction to staff.

**Supporting Material**

- Exhibit-1: JAC Grant Application for Section 5310 Program Funds for Contactless Fare Payment
- Exhibit-2: JAC Grant Application for Section 5310 Program Funds for Capitalized Operating
- Exhibit-3: JAC Grant Application for Section 5310 CRRSA Program Funds for Capitalized Operating
- Exhibit-4: JAC Grant Application for Section 5310 ARPA Program Funds for Capitalized Operating

**Board Action Taken:**

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

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



**Grant Application Packet for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief Supplemental Act  
of 2021 (CRRSAA) Funding  
and  
American Rescue Plan Act of 2021**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7431  
E-mail: [dgoering@carson.org](mailto:dgoering@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is May 15, 2021\*\*\***

## Grant Program Information

### **FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

### **Eligible Activities/Purchases**

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

### **Match**

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

### **Available Funding**

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

**Grants for Buses and Bus Facilities Formula Program - 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

**Eligible Recipients**

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

**Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

**Match**

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

**Available Funding**

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

## **Required Information**

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

### **Evaluation Criteria**

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

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**Grant Application  
for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief  
Supplemental Act of 2021 (CRRSAA)  
Funding  
and  
American Rescue Plan Act of 2021**

**General Information**

**Brief Project Description:**

Jump Around Carson is seeking funding to add a contactless fare payment system to all JAC and JAC Assist buses.

**Name of Organization:** Jump Around Carson

**Type of Organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Private Non-Profit              | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)           |
| <input type="checkbox"/> Other                           |   |

**Funding Category & Amount**

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

**FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

- 5310 Capital Funds (general)**  
Amount Requested: \$191,504
- 5310 Capital Funds (compliance with ADA)**  
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**  
Amount Requested:
- 5310 Operating Funds**  
Amount Requested:
- 5310 CRRSAA Funds**  
Amount Requested:
- 5310 America Rescue Plan Act Funds**  
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

**FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

- 5339(a) Capital Funds (20% match required)**  
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**  
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**  
Amount Requested:

**Applicant/Organization Information**

**Physical Address:** 3770 Butti Way, Carson City, Nevada 89701

**Mailing Address (if different from physical address):**

**Contact Person:**

Title: Alex Cruz, Transit Coordinator  
Phone Number: 775-283-7583  
Email Address: Acruz@carson.org

**Applicant Federal ID#: 6825**

**Applicant DUNS#: 827483202**

**Organization's mission statement and/or describe the organization's vision:**

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

**Detailed description of your organization:**

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

**Detailed description of your existing transportation program/services:**

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

**Project Information**

**Project Description:**

Jump Around Carson is seeking 5310 grant funds in order to upgrade JAC and JAC Assist's buses with a contactless fare payment system. Jump Around Carson currently operates a fixed-route service and a complementary ADA paratransit service in Carson City with over 200,000 passengers per year. Approximately 40 percent of JAC's fixed-route clients are seniors aged 65+. Currently, JAC only accepts cash fares on buses and for purchase of bus passes. The contactless fare payment system will include a wifi-enabling system to ensure all buses and riders have access to wifi while on JAC buses, providing the ability to pay fares on any bus. Any funds received as a result of this grant application will be applied toward the purchase, installation and continued operation of the fare payment system. The total projected project cost, including purchase, installation, and deployment of the fare payment system is \$191,504. Jump Around Carson will not be required to provide a match for this purchase. JAC has identified a need for a contactless fare payment system as described in JAC's Transit Development and Coordinated Human Services Plan (available at: <https://www.carson.org/home/showpublisheddocument?id=68984>).

**Type of Service funding is requested for:**

- |  |   |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                                   |
| <input checked="" type="checkbox"/> Fixed Route          | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |   |

**Clientele served by service/purchase/program (check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old)   | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                                |  |

**Area Served (check all that apply):**

- |  |                                      |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population)            | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County  | <input type="checkbox"/> Other       |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

**Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (5310 only)</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Service Agreement (2-years)	26,880		
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses - Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses (5310 or 5339(a))</b>		<b>Match Required* (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Wifi-Enabling Hardware (16 units)	56,800		
APC Hardware	39,460		
Contactless Fare Payment System with Validators (36 months)	68,364		
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

\*Local match required only for 5339(a) grant funding

## **Required Documentation**

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO 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 Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) 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 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Equal Employment Opportunities Program**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

### **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

## **Appendix A**

### **Links to Resources and Required Documentation**

#### *Certifications and Assurances*

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

#### *Fixing America's Surface Transportation (FAST) Act*

<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

*OMB "Super Circular" or 2 C.F.R. 200* <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://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*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *Data Universal Numbering System (DUNS) information*

<https://www.dnb.com/duns-number.html>

#### *Coronavirus Response and Relief Supplemental Appropriations Act of 2021*

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT Jump Around Carson (JAC)  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

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

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated 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 CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO 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

\_\_\_\_\_  
Date

ATTACHMENT A

Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

Training Policy

Available Upon Request

Drug and Alcohol Policy

Available Upon Request

ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief Supplemental Act  
of 2021 (CRRSAA) Funding  
and  
American Rescue Plan Act of 2021**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7431  
E-mail: [dgoering@carson.org](mailto:dgoering@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is May 15, 2021\*\*\***

## Grant Program Information

### **FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

#### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

#### **Eligible Activities/Purchases**

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

#### **Match**

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

#### **Available Funding**

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

**Grants for Buses and Bus Facilities Formula Program - 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

**Eligible Recipients**

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

**Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

**Match**

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

**Available Funding**

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

## **Required Information**

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

### **Evaluation Criteria**

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

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**Grant Application  
for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief  
Supplemental Act of 2021 (CRRSAA)  
Funding  
and  
American Rescue Plan Act of 2021**

**General Information**

**Brief Project Description:**

Jump Around Carson is seeking funding to assist in the payment of capitalized operating expenses for JAC Assist.

**Name of Organization:** Jump Around Carson

**Type of Organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Private Non-Profit              | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)           |
| <input type="checkbox"/> Other                           |   |

**Funding Category & Amount**

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

**FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

- 5310 Capital Funds (general)**  
Amount Requested: \$100,540
- 5310 Capital Funds (compliance with ADA)**  
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**  
Amount Requested:
- 5310 Operating Funds**  
Amount Requested:
- 5310 CRRSAA Funds**  
Amount Requested:
- 5310 America Rescue Plan Act Funds**  
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

**FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

- 5339(a) Capital Funds (20% match required)**  
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**  
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**  
Amount Requested:

**Applicant/Organization Information**

**Physical Address:** 3770 Butti Way, Carson City, Nevada 89701

**Mailing Address (if different from physical address):**

**Contact Person:**

Title: Alex Cruz, Transit Coordinator  
Phone Number: 775-283-7583  
Email Address: Acruz@carson.org

**Applicant Federal ID#:** 6825

**Applicant DUNS#:** 827483202

**Organization's mission statement and/or describe the organization's vision:**

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

**Detailed description of your organization:**

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

**Detailed description of your existing transportation program/services:**

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

## Project Information

### **Project Description:**

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

### **Type of Service funding is requested for:**

- |  |   |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                                   |
| <input type="checkbox"/> Fixed Route                     | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |   |

### **Clientele served by service/purchase/program (check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old)   | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                                |  |

### **Area Served (check all that apply):**

- |  |                                      |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population)            | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County  | <input type="checkbox"/> Other       |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

**Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (5310 only)</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses - Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses (5310 or 5339(a))</b>		<b>Match Required* (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Capitalized Operating expenses	100,540		
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

\*Local match required only for 5339(a) grant funding

## **Required Documentation**

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

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A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO 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 Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) 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 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

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Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

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Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

## Appendix A

### Links to Resources and Required Documentation

#### *Certifications and Assurances*

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

#### *Fixing America's Surface Transportation (FAST) Act*

<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://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*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *Data Universal Numbering System (DUNS) information*

<https://www.dnb.com/duns-number.html>

#### *Coronavirus Response and Relief Supplemental Appropriations Act of 2021*

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT Jump Around Carson (JAC)  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

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

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated 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 CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO 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

\_\_\_\_\_  
Date

## ATTACHMENT A

### Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

### TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

### Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

### DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

### Training Policy

Available Upon Request

### Drug and Alcohol Policy

Available Upon Request

### ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief Supplemental Act  
of 2021 (CRRSAA) Funding  
and  
American Rescue Plan Act of 2021**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7431  
E-mail: [dgoering@carson.org](mailto:dgoering@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is May 15, 2021\*\*\***

## Grant Program Information

### **FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

#### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

#### **Eligible Activities/Purchases**

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

#### **Match**

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

#### **Available Funding**

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

**Grants for Buses and Bus Facilities Formula Program - 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

**Eligible Recipients**

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

**Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

**Match**

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

**Available Funding**

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

## **Required Information**

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

### **Evaluation Criteria**

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

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**Grant Application  
for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief  
Supplemental Act of 2021 (CRRSAA)  
Funding  
and  
American Rescue Plan Act of 2021**

**General Information**

**Brief Project Description:**

Jump Around Carson is seeking funding to assist in the payment of capitalized operating expenses for JAC Assist.

**Name of Organization:** Jump Around Carson

**Type of Organization:**

- |  |  |
|--|--|
| <input type="checkbox"/> Private Non-Profit              | <input checked="" type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)                      |
| <input type="checkbox"/> Other                           |  |

**Funding Category & Amount**

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

**FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

- 5310 Capital Funds (general)**  
Amount Requested:
- 5310 Capital Funds (compliance with ADA)**  
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**  
Amount Requested:
- 5310 Operating Funds**  
Amount Requested:
- 5310 CRRSAA Funds**  
Amount Requested: \$25,780
- 5310 America Rescue Plan Act Funds**  
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

**FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

- 5339(a) Capital Funds (20% match required)**  
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**  
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**  
Amount Requested:

### Applicant/Organization Information

**Physical Address:** 3770 Butti Way, Carson City, Nevada 89701

**Mailing Address (if different from physical address):**

**Contact Person:**

Title: Alex Cruz, Transit Coordinator

Phone Number: 775-283-7583

Email Address: Acruz@carson.org

**Applicant Federal ID#:** 6825

**Applicant DUNS#:** 827483202

**Organization's mission statement and/or describe the organization's vision:**

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

**Detailed description of your organization:**

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

**Detailed description of your existing transportation program/services:**

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

## Project Information

### **Project Description:**

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

### **Type of Service funding is requested for:**

- |  |   |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                                   |
| <input type="checkbox"/> Fixed Route                     | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |   |

### **Clientele served by service/purchase/program (check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old)   | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                                |  |

### **Area Served (check all that apply):**

- |  |                                      |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population)            | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County  | <input type="checkbox"/> Other       |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

**Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (5310 only)</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses - Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses (5310 or 5339(a))</b>		<b>Match Required* (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Capitalized Operating expenses	25,780		
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

\*Local match required only for 5339(a) grant funding

## **Required Documentation**

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

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A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO 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 Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

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Subrecipients of 5339(a) 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 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

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<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

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<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://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*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *Data Universal Numbering System (DUNS) information*

<https://www.dnb.com/duns-number.html>

#### *Coronavirus Response and Relief Supplemental Appropriations Act of 2021*

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT Jump Around Carson (JAC)

Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

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

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated 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 CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO 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

Date

## ATTACHMENT A

### Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

### TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

### Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

### DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

### Training Policy

Available Upon Request

### Drug and Alcohol Policy

Available Upon Request

### ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief Supplemental Act  
of 2021 (CRRSAA) Funding  
and  
American Rescue Plan Act of 2021**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are reimbursement grants, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7431  
E-mail: [dgoering@carson.org](mailto:dgoering@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is May 15, 2021\*\*\***

## Grant Program Information

### **FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

#### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

#### **Eligible Activities/Purchases**

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

#### **Match**

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

#### **Available Funding**

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

**Grants for Buses and Bus Facilities Formula Program - 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

**Eligible Recipients**

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

**Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

**Match**

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

**Available Funding**

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

## **Required Information**

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

### **Evaluation Criteria**

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

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**Grant Application  
for  
Federal Transit Administration  
Sections 5310 & 5339(a) Program  
Apportionment Funding  
and  
Coronavirus Response and Relief  
Supplemental Act of 2021 (CRRSAA)  
Funding  
and  
American Rescue Plan Act of 2021**



**Applicant/Organization Information**

**Physical Address:** 3770 Butti Way, Carson City, Nevada 89701

**Mailing Address (if different from physical address):**

**Contact Person:**

Title: Alex Cruz, Transit Coordinator  
Phone Number: 775-283-7583  
Email Address: Acruz@carson.org

**Applicant Federal ID#:** 6825

**Applicant DUNS#:** 827483202

**Organization's mission statement and/or describe the organization's vision:**

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

**Detailed description of your organization:**

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

**Detailed description of your existing transportation program/services:**

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

**Project Information**

**Project Description:**

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

**Type of Service funding is requested for:**

- |  |   |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                                   |
| <input type="checkbox"/> Fixed Route                     | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |   |

**Clientele served by service/purchase/program (check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old)   | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                                |  |

**Area Served (check all that apply):**

- |  |                                      |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population)            | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County  | <input type="checkbox"/> Other       |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

**Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (5310 only)</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses - Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses (5310 or 5339(a))</b>		<b>Match Required* (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Capitalized Operating expenses	25,780		
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

\*Local match required only for 5339(a) grant funding

## **Required Documentation**

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO 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 Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) 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 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Equal Employment Opportunities Program**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

### **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

## **Appendix A**

### **Links to Resources and Required Documentation**

#### *Certifications and Assurances*

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

#### *Fixing America's Surface Transportation (FAST) Act*

<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

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#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT Jump Around Carson (JAC)  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

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

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated 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 CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO 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

\_\_\_\_\_  
Date

## ATTACHMENT A

### Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

### TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

### Title VI Plan

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<https://www.carson.org/home/showpublisheddocument?id=69651>

### Training Policy

Available Upon Request

### Drug and Alcohol Policy

Available Upon Request

### ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Chris Martinovich, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding Cooperative Agreement No. PR135-21-063 (“Agreement”) between RTC and the Nevada Department of Transportation (“NDOT”) to partially fund the Colorado Street Rehabilitation Project using Surface Transportation Block Grant (“STBG”) funds for \$741,292 and 5% local match of \$39,015 for a total of \$780,307, and to authorize the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

**Staff Summary:** RTC approved the allocation of \$741,292 in unused STBG funds from Fiscal Years (“FY”) 2019 and 2020 to the Colorado Street Rehabilitation Project on May 13, 2020. The Agreement allows NDOT to disperse those STBG funds to RTC for use on the Colorado Street Rehabilitation Project. The project is located in Performance District 4.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to authorize the Transportation Manager to execute the Agreement as presented, and to execute future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

### **Background/Issues & Analysis**

The Agreement authorizes NDOT to release STBG funds to RTC and reimburse it for work completed on the Colorado Street Rehabilitation Project.

The project includes pavement rehabilitation on Colorado Street between Carson Street and Saliman Road. This section of road serves approximately 2,900 vehicles per day and is in poor condition (Pavement Condition Index of 54). Colorado Street is located in Performance District 4, as provided in the approved 2019-2023 Pavement Management Plan.

The project is scheduled for construction during FY 2022. The STBG funded portion of the project will be used for construction activities including reconstruction of the roadway, replacement of sidewalks and non-compliant ADA curb ramps, and material testing. The funding associated with this Agreement is for construction only.

The Agreement covers a total of \$780,307 in STBG funding and local match for the Colorado Street Rehabilitation Project; however, an additional \$1,528,568 is needed to complete project. That additional funding will come from the following sources:

1. Carson City Public Works received a Community Development Block Grant (“CDBG”) in the amount of \$340,868. This CDBG grant will provide funding for a portion of the design costs as well as a portion of the construction costs associated with constructing new sidewalks and curb ramps along Colorado Street and along a short portion of California Street.
2. V&T Infrastructure Funds in the amount of \$357,317 are being used for the 5% local match and to fund a geotechnical analysis, the right-of-way survey, other construction costs, and the project’s construction management.
3. The Water Utility Division has identified a need to complete waterline replacement along the Colorado Street Rehabilitation Project and is therefore contributing \$868,398 toward the project.

The total estimated cost of the project is \$2,382,000. Construction is anticipated to start in spring of 2022.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270(e)

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: For funding - STBG Funding / 2503082-431010, CDBG Funding / 2756582-431010, V&T Infrastructure Transportation - Undesignated Expense Account / 2535005-507102, and Waterline Rehabilitation / 5203505-5007010 (from project P350506001). For expenses – All use Project # P303521001, V&T Infrastructure Capital Improvements account / 2535005-507010, Community Development Block Grant (CDBG) fund / 2750620-507010, and Regional Transportation fund, Capital Improvements account / 2503035-507010, and Waterline Rehabilitation 5203505-507010.

Is it currently budgeted?  Yes  No

If approved, the project will receive \$741,292 in STBG revenues. STBG funding requires a 5% local match, which would equate to approximately \$39,015 in local funding. V&T Infrastructure funds will be used as this local match.

Additionally, \$340,868 of CDBG funding has been awarded to the project along with \$318,302 in V&T Infrastructure funding and \$869,398 in Waterline Rehabilitation Funding. Together, the total additional funding outside the STBG agreement is \$1,528,568, as noted on page 6 of the Agreement (Exhibit-1) under the “Additional Funds Outside of the Agreement.” These additional amounts for design and construction have been added to the project account as part of the FY 2021 approved budget.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Cooperative Agreement No. PR135-21-063

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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Highway Agreement PR135-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
COLORADO STREET REHABILITATION PROJECT

This Agreement is made and entered on \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada 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(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY is willing to agree to adjust utility facilities, advertise, award, and manage construction of the rehabilitation of Colorado Street, 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 Carson Area Metropolitan Planning Organization (CAMPO) for Federal Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 073787152 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 STBG 5K-200K funding for the PROJECT in a maximum amount of Seven Hundred Forty-One Thousand Two Hundred Ninety-Two and No/100 Dollars (\$741,292.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. 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.

6. To review and comment on the CITY's design (including plans, specifications, and estimates) within 15 working days from receipt of submittal of such design 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).

7. 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.

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

9. To review the DBE/SBE 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.

10. 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.

11. 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.

12. 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) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

13. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

14. 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.

15. 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 such 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. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

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

17. 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. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

## 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) coordinate utility relocations; and (e) 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 provide the design, NEPA documentation, ROW certification and Utility agreement documents for the PROJECT at no extra cost to the PROJECT.

3. 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.

4. 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.

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

6. 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.

7. 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 B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To provide the DEPARTMENT a written certification, 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.

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

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

11. To perform the construction 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; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) 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.

12. 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.

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

14. To incorporate all required DBE/SBE 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/SBE goals and/or training hours.

15. To submit to the DEPARTMENT the DBE/SBE 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/SBE information provided for review by the

DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

16. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE/SBE goals and/or training hours 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/SBE and/or training standards.

17. 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.

18. To monitor compliance with subcontracting, prompt payments, and DBE/SBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

19. 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>.

20. 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 ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. 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. The estimated DEPARTMENT PROJECT costs are shown 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 2 CFR Part 200, and the SAM.

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Nine Thousand Fifteen and No/100 Dollars (\$39,015.00) 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.

22. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "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 June 30, 2024, 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 200. Indirect costs are eligible for reimbursement. The CITY’s indirect rate shall be approved by its cognizant federal agency and that approval 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 the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$	5,000.00
CITY Construction Engineering Costs:	\$	80,968.00
Construction	\$	<u>694,339.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$	780,307.00

Available Funding Sources:

Federal STBG Funds:	\$	741,292.00
CITY Match Funds:	\$	<u>39,015.00</u>
<u>Total PROJECT Funding:</u>	\$	780,307.00

Additional Funds Outside of Agreement:

<u>Total Additional Funds Outside of Agreement:</u>	\$	1,528,568.00
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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." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT for construction engineering, and the total costs incurred by the CITY for 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 2 CFR Part 200, and the SAM.

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 such 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, estimates, and bid documents 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: Kristina L. Swallow, P.E., Director  
Attn: Phil Kanegsberg, 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: [pkanegsberg@dot.nv.gov](mailto:pkanegsberg@dot.nv.gov)

FOR CITY: Chris Martinovich, P.E. Transportation Engineer  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701  
Phone: (775) 283-7367  
Fax: (775) 887-2112  
E-mail: [cmartinovich@carson.org](mailto:cmartinovich@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 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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.

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

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

32. 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

\_\_\_\_\_  
Lucia Maloney  
Transportation Manager

\_\_\_\_\_  
On behalf of Director

Attest:

Approved as to Legality & Form:

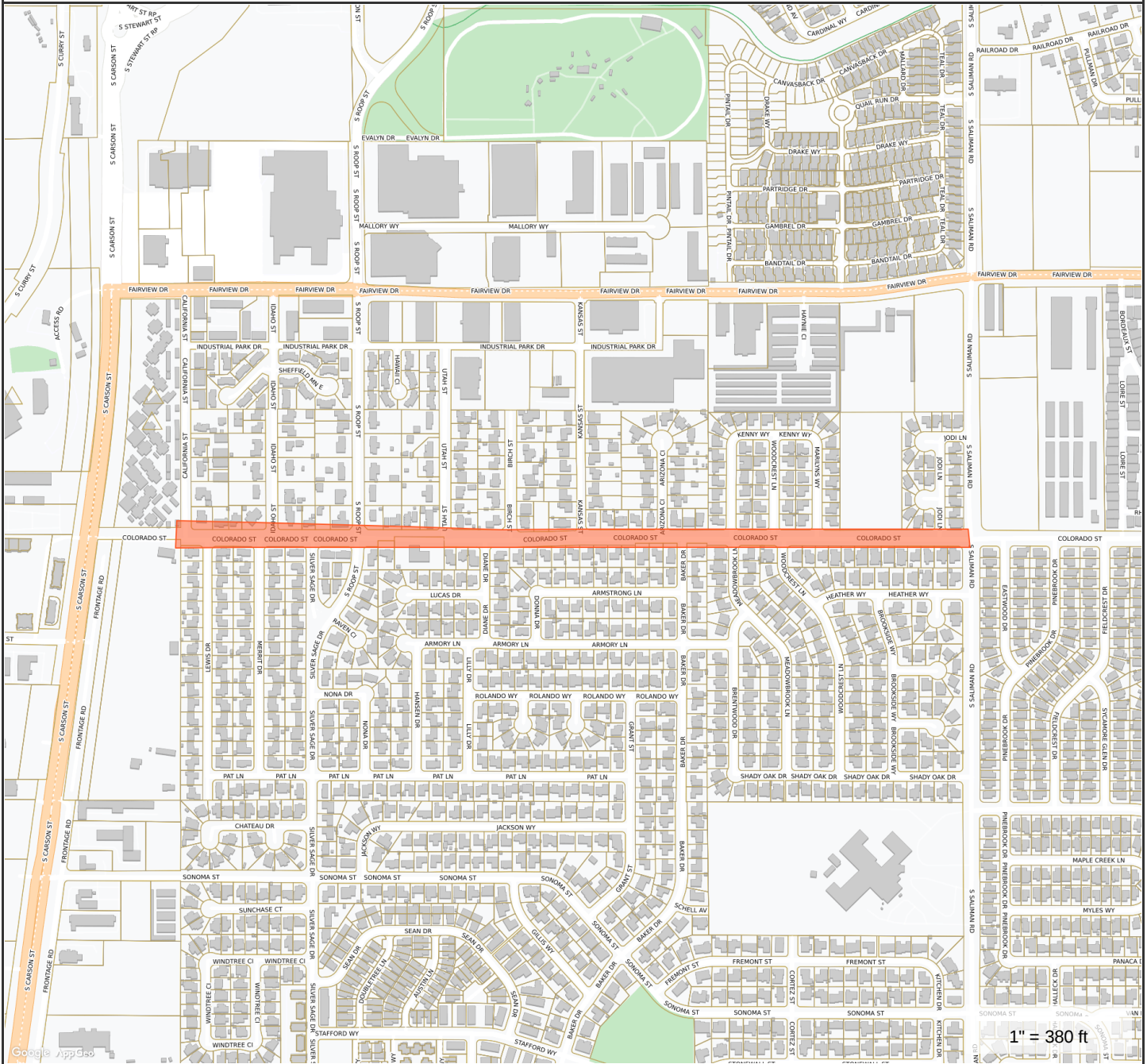
\_\_\_\_\_  
Aubrey Rowlett  
Clerk-Recorder

\_\_\_\_\_  
Deputy Attorney General

Approved as to Form:

\_\_\_\_\_  
Adam Tully  
Deputy District Attorney

# Attachment "A" Project Scope



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018  
Data updated 11/17/2018

Rehabilitate and complete streets improvements on Colorado St., between California St. and Saliman Rd. Roadway reconstruction, drainage, landscape, sidewalk and ADA improvements.

## **Attachment B**

### **REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS**

**Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 \***

**The following attached provisions and forms:**

**Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)**

**Additional Contract Provisions Supplement to the weekly Certified Payrolls**

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

**Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities**

**Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction**

**Affidavit Required Under Section 112(c)**

**Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)**

**Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information\***

**List of Subcontractor and Suppliers Bidding**

**Bidder Subcontractor Information (exceeding 5%)\*\***

**Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)\*\***

**Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)\*\***

**\* Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**\*\* Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of**

**Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor 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 DOT-assisted contracts. 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 the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

## 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ADDITIONAL CONTRACT PROVISIONS

### SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
  - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
  - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

## 6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

## 7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
  - (1) The number of minority and non-minority group members and women in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISE  
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
  - (a) Black (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
  - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
  - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
  - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ } \_\_\_\_\_ (Name of party signing this  
affidavit and the Proposal Form) \_\_\_\_\_ } \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

**(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signature*

(SEAL)

\_\_\_\_\_  
*Notary Public, Judge or other Official*

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**

## RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 any 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 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 influencing or attempting to influence 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.

(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 section 1352, title 31, U.S. Code. 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.

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Name (please type or print)

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Signature

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Title

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>		
<p><b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime                      <input type="checkbox"/> Sub-awardee                  Tier _____, if known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>                  (if individual, last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p><b>11. Amount of Payment</b> (check all that apply):                  \$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p><b>12. Form of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

## BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_

Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

Contract DBE Goal: \_\_\_\_%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

**DBE SUBCONTRACTORS:**

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
<b>A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:</b>					

**DBE SUPPLIERS:**

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
<b>B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:</b>						

**C. Total Dollar Value of DBE Participation\*\* (Add Totals from Lines A & B): \$ \_\_\_\_\_**

**D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): \_\_\_\_\_%**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\*DBEs must be certified by the Nevada Unified Certification Program.

\*\*DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. \_\_\_\_\_

**BIDDER SUBCONTRACTOR INFORMATION**  
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

***The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.***

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

\_\_\_\_\_ Contractor's Signature \_\_\_\_\_ Date

Telephone No. \_\_\_\_\_

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

\_\_\_\_\_ Contractor's Signature \_\_\_\_\_ Date

Telephone No. \_\_\_\_\_

## BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s) : \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter “NONE” under “SUBCONTRACTOR NAME” if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

\* Please list all items (attach a separate sheet if necessary). Do not enter “multiple” or “various.”

\_\_\_\_\_ Contractor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

# LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: \_\_\_\_\_

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

**This form must be submitted no later than 5:00 pm the next business day after the bid opening time.**

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

**Attachment C**

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public, Judge or other Official

**Attachment D**

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 any 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 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 influencing or attempting to influence 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
		<p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime                      <input type="checkbox"/> Sub-awardee                  Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>                  (if individual, last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p><b>11. Amount of Payment</b> (check all that apply):                  \$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p><b>12. Form of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352.</b>                  This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>



## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Chris Martinovich, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“Intermountain”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 20300316, 2021 Long Line Project, to Intermountain for a total not to exceed amount of \$210,310.10.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the 2021 Long Line Project. The project consists of placing approximately 1,264,150 linear feet of painted pavement markings using Nevada Type II water-based paint layout, traffic control, and all other incidentals needed to complete the project. The construction contract is for the base bid of \$191,191 plus a 10% contingency of \$19,119.10, for a total not to exceed amount of \$210,310.10. The engineer’s estimate was \$191,045.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 Minutes

### **Proposed Motion**

I move to find Intermountain the lowest responsive and responsible bidder and to award Contract No. 20300316 as presented.

### **Background/Issues & Analysis**

Notice to contractors was published in the Reno Gazette Journal and posted through NGEM on April 1, 2021. Two bids were opened at approximately 11:30 a.m. on April 26, 2021, via online Cisco Webex bid opening. Present during the opening were: Wesley Sosa, Intermountain; Joshua Dethmers, Nevada Barricade & Sign Co., Inc.; Kate Allen, Public Works; and Carol Akers, Purchasing and Contracts.

### **Bidder**

### **Base Bid**

1. Intermountain	\$191,191
2. Nevada Barricade & Sign Co., Inc.	\$194,152

Staff recommends awarding to Intermountain as the lowest responsive and responsible bidder pursuant to NRS Chapter 338. Notice to proceed to begin the contract will be issued to begin the project after July 1, 2021 (Fiscal Year 2022).

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270; NRS Ch. 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Long Line Account / 2563038-500488, Project P303821005

Is it currently budgeted?  Yes  No

If approved, work will start after July 1, 2021 and the Long Line Account will be reduced by \$210,310.10. \$610,000 is expected to be available once the final Fiscal Year 2022 budget is approved by the Board of Supervisors on May 20, 2021.

**Alternatives**

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

**Supporting Material**

- Exhibit 1: Contract 20300316 Bid Tabulation Report
- Exhibit 2: Draft Contract No. 20300316

**Board Action Taken:**

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

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

**Bid Tabulation Report from Carson City Purchasing & Contracts**  
**775-283-7362**

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

**Notice to Contractors Bid# 20300316 - FY22/2021 Long Line Project**

**Date and Time of Opening: 4/26/2021 @ 11:30am**

Description			Bidder # 1		Bidder # 2		
			Intermountain Slurry Seal, Inc.		Nevada Barricade & Sign Co., Inc.		
<b>BONDING</b> Provided, \$, %, or no			5%		5%		
<b>BIDDER</b> acknowledges receipt addendums			Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>							
1	Painted Pavement Marking 4-Inch Solid White Line	309000	LF	\$0.09	\$27,810.00	\$0.11	\$33,990.00
2	Painted Pavement Marking 4-Inch Broken White Line	165000	LF	\$0.05	\$8,250.00	\$0.05	\$8,250.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	53750	LF	\$0.10	\$5,375.00	\$0.12	\$6,450.00
4	Painted Pavement Marking 4-Inch Broken Yellow	16750	LF	\$0.05	\$837.50	\$0.05	\$837.50
5	Painted Pavement Marking 4-Inch Double Solid Yellow	257,000	LF	\$0.15	\$38,550.00	\$0.21	\$53,970.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	155,550	LF	\$0.12	\$18,666.00	\$0.14	\$21,777.00
7	Painted Pavement Marking 6-Inch Solid White Line	220000	LF	\$0.13	\$28,600.00	\$0.14	\$31,080.00
8	Painted Pavement Marking 8-Inch Solid	59300	LF	\$0.17	\$10,081.00	\$0.19	\$11,267.00
9	Painted Pavement Marking 8-Inch Broken White	1550	LF	\$0.07	\$108.50	\$0.06	\$93.00
10	Painted Pavement Marking 4-Inch Mini Skip White	1500	LF	\$0.05	\$75.00	\$0.05	\$75.00
11	Painted Pavement Marking 6-Inch Mini Skip White Line	21000	LF	\$0.06	\$1,260.00	\$0.06	\$1,260.00
12	Painted Pavement Marking 8-Inch Mini Skip White	2900	LF	\$0.07	\$203.00	\$0.08	\$232.00
13	Painted Pavement Marking 12-Inch Solid White Line	550	LF	\$0.24	\$132.00	\$1.10	\$555.50
14	Painted Pavement Marking 12-Inch solid Yellow Line	300	LF	\$0.24	\$72.00	\$1.05	\$315.00
15	Traffic Control	1	LS	\$51,171.00	\$51,171.00	\$24,000.00	\$24,000.00
<b>Total Bid Price (Schedule A)</b>				<b>\$191,191.00</b>		<b>\$194,152.00</b>	
Total Bid Price written in words? y/n				Y		Y	
Bidder Information provided? y/n				Y		Y	
Sub Contractors listed? y/n or none				Y		Y	
Bid Document executed? y/n				Y		Y	
<p align="center"><b>Carson City is recommending award of the contract to Intermountain Slurry Seal, Inc. and is tentatively scheduled for award at the May 12, 2021 Regional Transportation Commission meeting.</b></p>							

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**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 20300316****Title: 2021 Long Line Project**

THIS CONTRACT made and entered into this 12<sup>th</sup> day of May 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Intermountain Slurry Seal, Inc., hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300316**, titled **2021 Long Line Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

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

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for **Bid No.20300316** including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

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

For P&C Use Only	
CCBL expires	<u>12/31/21</u>
NVCL expires	<u>03/31/22</u>
GL expires	_____
AL expires	_____
WC expires	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300316

Title: 2021 Long Line Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Mark C. Thoreson, VP & Assistant Secretary  
Intermountain Slurry Seal, Inc.  
1120 Terminal Way  
Reno, NV 89502  
775-358-1355  
[Wesly.sosa@gcinc.com](mailto:Wesly.sosa@gcinc.com)

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

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

## 5. COMPENSATION:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300316

Title: 2021 Long Line Project

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Ninety One Thousand One Hundred Ninety One Dollars and 00/100 (\$191,191.00).

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

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

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

## 6. **CONTRACT TERMINATION:**

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 20300316**

**Title: 2021 Long Line Project**

**CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel.

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The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## 9. PREFERENTIAL EMPLOYMENT:

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

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be

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obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

## 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

## 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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policies provided by **CONTRACTOR**.

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and

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having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

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

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 16. **BUSINESS LICENSE:**

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

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

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

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

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

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

## 19. **SEVERABILITY:**

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 20300316**

**Title: 2021 Long Line Project**

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

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

## **22. PUBLIC RECORDS:**

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

## **23. CONFIDENTIALITY:**

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

## **24. FEDERAL FUNDING:**

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300316

Title: 2021 Long Line Project

## 25. LOBBYING:

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

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

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

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

## 26. GENERAL WARRANTY:

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

## 27. PROPER AUTHORITY:

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

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

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

## 29. GOVERNING LAW / JURISDICTION:

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

## 30. ENTIRE CONTRACT AND MODIFICATION:

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300316**

**Title: 2021 Long Line Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

**CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 20300316**  
**Project# P303821005**  
**Account # 2563038-500488**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

John Platt, Project Manager  
Telephone: 775-283-7375

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300316**  
**Title: 2021 Long Line Project**

**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:** Marc C. Thoreson  
**TITLE:** VP & Assistant Secretary  
**FIRM:** Intermountain Slurry Seal, Inc.  
**CARSON CITY BUSINESS LICENSE #:** BL-002477  
**NEVADA CONTRACTORS LICENSE #:** 0023657  
**Address:** 1120 Terminal Way  
**City:** Reno                    **State:** NV            **Zip Code:** 89502  
**Telephone:** 775-358-1355  
**E-mail Address:** [wesly.sosa@gcinc.com](mailto:wesly.sosa@gcinc.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

**Contract No: 20300316**  
**Title: 2021 Long Line Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 12, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300316** and titled **2021 Long Line Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL,  
MAYOR/CHAIRPERSON

DATED this 12<sup>th</sup> day of May 2021

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 12<sup>th</sup> day of May 2021

# PERFORMANCE BOND

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

Bond #: \_\_\_\_\_

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 20300316** and titled **2021 Long Line Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID# 20300316** and titled **2021 Long Line Project**

<b>BY:</b>		<b>(Signature of Principal)</b>   <b>L.S.</b>
<b>TITLE:</b>		
<b>FIRM:</b>		
<b>Address:</b>		
<b>City, State, Zip:</b>		
<b>Phone:</b>		

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:**

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 20300316** and titled **2021 Long Line Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid# **20300316**, PWP # CC-2021-253, for the Project Title: **FY22/2021 Longline Program Project**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: April 15, 2021

Intermountain Slurry Seal, Inc.

Principal  
By: [Signature]

Marc C. Thoreson, VP & Assistant Secretary  
Travelers Casualty and Surety Company of America

Surety  
By: [Signature]  
Tobi Stonich Telesco, Attorney in Fact



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

**ACKNOWLEDGMENT**

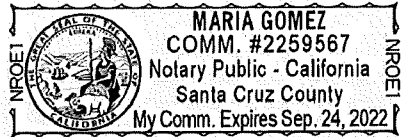
State of California  
County of Santa Cruz )

On April 15, 2021 before me, Maria Gomez, Notary Public  
(insert name and title of the officer)

personally appeared Tobi Stonich Telesco,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)  
Maria Gomez, Notary Public



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tobi Stonich Telesco** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

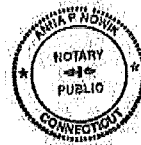
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

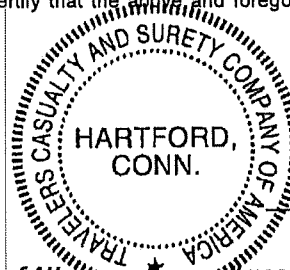
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 15, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

# BID PROPOSAL

**BID# 20300316**

**BID TITLE: FY22/2021 Longline Program Project**

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

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

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

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

**BIDDER** acknowledges receipt of 1 Addendums.

**BP.1 SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A:</b>					
1	Painted Pavement Marking 4-Inch Solid White Line	309000	LF	\$ .09	\$ 27,810.00
2	Painted Pavement Marking 4-Inch Broken White Line	165000	LF	\$ .05	\$ 8,250.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	53750	LF	\$ .10	\$ 5375.00
4	Painted Pavement Marking 4-Inch Broken Yellow	16750	LF	\$ .05	\$ 837.50
5	Painted Pavement Marking 4-Inch Double Solid Yellow	257000	LF	\$ .15	\$ 38,550.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	155550	LF	\$ .12	\$ 18,666.00
7	Painted Pavement Marking 6-Inch Solid White Line	220000	LF	\$ .13	\$ 28,600.00
8	Painted Pavement Marking 8-Inch Solid White Line	59300	LF	\$ .17	\$ 10,081.00
9	Painted Pavement Marking 8-Inch Broken White	1550	LF	\$ .07	\$ 108.50
10	Painted Pavement Marking 4-Inch Mini Skip White	1500	LF	\$ .05	\$ 75.00
11	Painted Pavement Marking 6-Inch Mini Skip White Line	21000	LF	\$ .06	\$ 1260.00
12	Painted Pavement Marking 8-Inch Mini Skip White	2900	LF	\$ .07	\$ 203.00
13	Painted Pavement Marking 12-Inch Solid White Line	550	LF	\$ .24	\$ 132.00
14	Painted Pavement Marking 12-Inch solid Yellow Line	300	LF	\$ .24	\$ 72.00
15	Traffic Control	1	LS	\$ 51,171.00	\$ 51,171.00
<b>BP.2 Total Base Bid Price (Schedule A)</b>					<b>\$ 191,191.00</b>

# BID PROPOSAL

**BP.3 Total Base (Schedule (A) Bid Price Written in Words:**

ONE hundred NINETY ONE thousand ONE hundred NINETY ONE dollars

**BP.4 BIDDER INFORMATION:**

<b>Company Name:</b>	Intermountain Slurry Seal, Inc.
Federal ID No.:	87-0307259
Mailing Address:	1120 Terminal Way
City, State, Zip Code:	Reno, NV 89502
Complete Telephone Number:	775-358-1355
Complete Fax Number:	775-355-3458
Fax Number including area code:	775-355-3458
E-mail:	wesly.sosa@gcinc.com

<b>Contact Person / Title:</b>	Wesly Sosa, Project Manager
Mailing Address:	1120 Terminal Way
City, State, Zip Code:	Reno, NV 89502
Complete Telephone Number:	775-358-1355
Complete Fax Number:	775-355-3458
E-mail Address:	wesly.sosa@gcinc.com

**BP.5 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>	0023657
License Classification(s):	A - General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	03/19/1986
Date of Expiration:	03/31/2022
Name of Licensee:	INTERSS977MB
<b>Carson City Business License Number:</b>	BL-002477-2020

**BID PROPOSAL**

Date Issued:	01/01/2021
Date of Expiration:	12/31/2021
Name of Licensee:	Intermountain Slurry Seal, Inc.

**BP.6 DISCLOSURE OF PRINCIPALS:****Individual and/or Partnership:**

Owner 1) Name:	N/A
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

**Corporation:**

State in which Company is Incorporated:	Wyoming
Date Incorporated:	April 23, 1982
Name of Corporation:	Intermountain Slurry Seal, Inc.
Mailing Address	1120 Terminal Way
City, State, Zip Code:	Reno, NV 89502
Telephone Number:	775-358-1355
President's Name:	See Appendix A1 - List of Officers

# BID PROPOSAL

Vice-President's Name:
Other 1) Name & Title:

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	See Appendix B1 - Construction Experience	Years With Firm
Name 1)		

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

# BID PROPOSAL

**BP.8 REFERENCES:**

**Instructions:**

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

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

<b>Company Name 1):</b>	See Appendix C1 - Completed Jobs
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
<b>Company Name 2):</b>	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

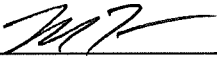
# BID PROPOSAL

<b>Company Name 3):</b>	See Appendix C1 - Completed Jobs
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract	
Scope of Work:	
<b>Company Name 4):</b>	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

# BID PROPOSAL

## BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
 Marc C. Thoreson  
 \_\_\_\_\_  
 Printed Name

VP & Assistant Secretary  
 \_\_\_\_\_  
 Title  
 April 22, 2021  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	.69	.55
2020	.74	1.82

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

# BID PROPOSAL

## SUBCONTRACTORS

**BP.10 INSTRUCTIONS:** for Subcontractors and **General Contractors who self-perform** in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>INTERMOUNTAIN SURVIVAL SEAL, INC</i>		Address <i>1120 TERMINAL WAY RENO NV 89502</i>	
Phone <i>775-358-1355</i>	Nevada Contractor License # <i>0023657</i>	Limit of License <i>UNLIMITED</i>	
Description of work <i>STRIPING + PAVEMENT MARKINGS</i>			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP.11 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>Intermountain Survey Seal</i>	Address <i>1120 Terminal Way Reno NV 89502</i>		
Phone <i>775-356-1355</i>	Nevada Contractor License # <i>0023657</i>	Limit of License <i>Unlimited</i>	
Description of work <i>Striping + Pavement Markings</i>			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 12 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>None</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

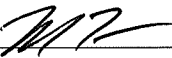
## Local Preference Affidavit

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

I, Marc C. Thoreson, on behalf of the Contractor, Intermountain Slurry Seal, Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on **Bid No. 20300316**, Project Name **FY22/2021 Longline Program Project**, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Intermountain Slurry Seal, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:


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

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

By: Marc C. Thoreson Title: VP & Assistant Secretary  
 Signature:  Date: April 22, 2021

Signed and sworn to (or affirmed) before me on this 22nd day of April, 2021, by Marc C. Thoreson (name of person making statement).

State of Nevada )  
 )ss.  
 County of Washoe )

  
 Notary Signature

STAMP AND SEAL



# BID PROPOSAL


**BP.13 ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I Marc C. Thoreson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the **FY22/2021 Longline Program Project**, contract number **20300316**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.


**BIDDER:**

PRINTED NAME OF BIDDER: Marc C. Thoreson  
TITLE: VP & Assistant Secretary  
FIRM: Intermountain Slurry Seal, Inc.  
Address: 1120 Terminal Way  
City, State, Zip: Reno, NV 89502  
Telephone: 775-358-1355  
Fax: 775-355-3458  
E-mail Address: wesly.sosa@gcinc.com

  
(Signature of Bidder)

DATED: April 22, 2021

Signed and sworn (or affirmed) before me on this 22nd day of April, 2021, by Marc C. Thoreson

  
(Signature of Notary)



(Notary Stamp)



**Intermountain Slurry Seal, Inc.  
List of Officers**

Name	Present Office Position
Price, Gary R.	President
Chase, Robert K.	Vice President Treasurer Assistant Secretary
Beevor, Darren S.	Vice President Controller Secretary
Bowen, Joshua R.	Vice President Assistant Secretary
Curtis, Scott J.	Vice President Assistant Secretary
Shippy, John M.	Vice President Assistant Secretary
Thoreson, Marc C.	Vice President Assistant Secretary
Stinson, Ashley M.	Vice President Assistant Secretary



Intermountain Slurry Seal, Inc.  
Construction Experience of Key Personnel

Name		Years of Experience	Monetary Value of Work	Type of Work	Job Capacity
<b>Central Area Offices:</b>					
G. Rusty	Price	35	Over \$500M	A	AM
<b>Western Area Offices:</b>					
Marc	Thoreson	19	Over \$185M	A,G,B	CM
Santiago	Llamas	19	Over \$150M	A,G	GS
Randy	Contreras	8	Over \$30M	A	PM
Eduardo	Sanchez	5	Over \$20M	A	PE
Wesley	Sosa	8	Over \$20M	A	PM
Osvaldo	Arias	5	Over \$20M	A	PE
Dylan	Burns	7	Over \$25M	A	PE

- |                |               |                            |                             |
|----------------|---------------|----------------------------|-----------------------------|
| Type of Work   |               | Job Capacity               |                             |
| A - Highways   | E - Pipelines | AM - Area Manager          | QC - Quality Control        |
| B - Structures | F - Safety    | BM - Branch Manager        | SUPT - Superintendent       |
| C - Dams       | G - Airports  | ABM - Asst. Branch Manager | SAF - Safety Engineer       |
| D - Tunnels    | H - Marine    | PM - Project Manager       | RCE - Reg. Civil Engineer   |
|                |               | CM - Construction Manager  | OM - Operations Manager     |
|                |               | EST - Estimator            | EM - Estimating Manager     |
|                |               | CEST - Chief Estimator     | ESM - Eng Services Mgr      |
|                |               | PE - Project Engineer      | GS - General Superintendent |



Intermountain Slurry Seal, Inc.  
2020 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	WT Code	Work Type Category	Prime or Subcontractor	Name of Contractor (If sub)	Owner Contact	Contract Amount	Actual Completion Date
848529	Federal Highway Administration 400 NW 73 Avenue Vancouver, WA 98661-3801	FHWA Glacier NP Pavement Preservation Contract Number: MTGLAC 2017(1) Vancouver, Washington Microsurfacing, Chip Seal, Fog Seal, Crack Seal, Concrete Pavement, Sweeping Pavement	08	Overlays	Prime Contractor	N/A	Mike Baron (360) 619-7563 (360) 619-7932 (F) michael.baron@dot.gov	\$8,855,139	7/5/2020
978661	New Mexico Department of Transportation Po Box 10 Las Vegas, NM 87701-0000	NMDOT NM 65 Micro Contract Number: 307989 Las Vegas, New Mexico Microsurfacing, Traffic Control	1000	Transportation	Prime Contractor	N/A	Adam Romero (505) 617-4440 Fax: N/A adam.romero@state.nm.us	\$763,954	5/15/2020
978688	New Mexico Department of Transportation Po Box 10 Las Vegas, NM 87701-0000	NMDOT NM 518 Micro Contract Number: 307701 Holman, New Mexico Microsurfacing, Traffic Control	1000	Transportation	Prime Contractor	N/A	Adam Romero (505) 617-4440 Fax: N/A adam.romero@state.nm.us	\$1,145,135	5/15/2020
980827	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	FHWA Manzanar Pwmt Pres Contract Number: CANPSPP MANZ 2019(1) Lone Pine, California Microsurfacing, Crack Seal, Patching, Sweeping, Rumble Strips, Traffic Control	1000	Transportation	Prime Contractor	N/A	Don Brouillard (360) 619-7520 (360) 619-7932 donald.brouillard@dot.gov	\$1,159,992	4/29/2020
914759	City of Happy Valley 16000 Southeast Misty Drive Happy Valley, OR 97086-4288	Happy Valley 2019 St Mnt Contract Number: N/A Happy Valley, Oregon Microsurfacing, Crack Seal, Pavement	1000	Transportation	Prime Contractor	N/A	Carol Earle (503) 783-3815 (503) 685-5174 carole@happyvalleyor.gov	\$637,632	12/31/2020
819506	Antioch, City Of P.O. Box 5007 Antioch, CA 94531-5007	Antioch Lone Tree Way Contract Number: PW 392-30 Antioch, California Rubber Cape Seal, Crack Seal, Microsurfacing,	08	Overlays	Prime Contractor	N/A	Scott Buenting (925) 779-6129 Fax: N/A sbuenting@ci.antioch.ca.us	\$2,466,394	12/31/2020
927861	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	FHWA Lake Roosevelt Contract Number: WA NPS PP LARO 2018 Kettle Falls, Washington Microsurfacing, Chip Seal	1000	Transportation	Prime Contractor	N/A	Don Brouillard (360) 619-7520 (360) 619-7932 donald.brouillard@dot.gov	\$4,649,042	6/6/2020
938749	City of Tacoma Po Box 1717 Tacoma, WA 98401-1717	Tacoma Pavement Pres 2019 Contract Number: 4600013848 Tacoma, Washington Microsurfacing	1000	Transportation	Prime Contractor	N/A	Neal Sartain (253)208-3739 Fax: N/A nsartain@cityoftacoma.org	\$552,116	12/31/2020
1007462	State of New Mexico 2912 East Pine Street Deming, NM 88030-7075	NMDOT D1 US 180 Micro Contract Number: 316124 Deming, New Mexico Microsurfacing	1000	Transportation	Prime Contractor	N/A	Leandro Montoya (575)640-6806 Fax: N/A leandro.montoyaiii@state.nm.us	\$1,633,615	4/1/2020



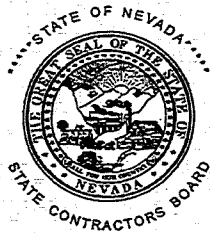
Intermountain Slurry Seal, Inc.  
2020 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	WT Code	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1008444	New Mexico Department of Transportation PO Box 10 Las Vegas, NM 87701-0000	NMDOT Rest Areas Contract Number: 61-805-15-13307 Tucumcari, New Mexico Microsurfacing	1000	Transportation	Prime Contractor	N/A	Adam Romero (505) 617-4440 Fax: N/A adam.romero@state.nm.us	\$516,033	5/29/2020
1017264	City of Abilene 555 Walnut Suite 201A Abilene, TX 79601-5254	City Of Abilene Contract Number: CB-2036 Abilene, Texas Slurry Seal	1000	Transportation	Prime Contractor	N/A	Melissa Denson (325)676-6045 Fax: N/A melissa.denson@abilenetx.gov	\$728,565	4/28/2020
1020643	Caltrans District 9 500 South Main Street Bishop, CA 93514-3423	Caltrans D9 363704 Contract Number: 09-363704 Bishop, California Microsurfacing	1000	Transportation	Prime Contractor	N/A	Damon Cherenzia (760)872-1355 Fax: N/A damon.cherenzia@dot.ca.gov	\$590,969	6/19/2020
1021439	City of Amarillo 509 S E 7Th Ave PO Box 1971 Amarillo, TX 79105	Amarillo Fy 19 20 Street Mnt Contract Number: 6718 Amarillo, Texas Chip Seal, Microsurfacing	1000	Transportation	Prime Contractor	N/A	Jackson Zaharia (806)378-9333 (806)378-9363 engineeringdept@amarillo.gov	\$11,208,008	9/1/2020
1023713	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT 3820 Contract Number: SP-000M(288) Sparks, Nevada Chip Seal, Microsurfacing and Striping	1000	Transportation	Prime Contractor	N/A	Andrew Lawrence (775)443-5169 Fax: N/A alawrence@dotnv.gov	\$1,159,166	8/30/2020
1024156	Colorado Department Of Trans 4201 East Arkansas Avenue Denver, CO 80222-3406	CDOT US 160 Cape Seal Contract Number: 20-HAS-ZG-3111 Cortez, Colorado Cape Seal	1000	Transportation	Prime Contractor	N/A	Jeff Reichle (970)385-3627 (970)385-3635 jeffrey.reichle@state.co.us	\$1,210,061	7/15/2020
1026400	Idaho Transportation Department Po Box 7129 Boise, ID 83707-1129	C ltd Idaho Falls Micro Contract Number: 8598 A013(586) Idaho Falls, Idaho Microsurfacing	1000	Transportation	Prime Contractor	N/A	Matt Koster (208)344-0565 Fax: N/A mkoster@ihtac.org	\$885,110	9/11/2020
1026458	Pierce County 615 South 9Th Street Tacoma, WA 98402-5603	Pierce County 2020 Contract Number: N/A Gig Harbor, Washington Cape Seal, Microsurfacing, Slurry Seal	1000	Transportation	Prime Contractor	N/A	Brett Sontagg (253)798-6397 Fax: N/A brett.sontagg@piercecounitywa.gov	\$1,093,254	7/30/2020
1026849	Clark County 1300 Franklin Street Vancouver, WA 98660-2865	Clark CO 2020 Joint Cntrct Contract Number: 0000069 Vancouver, Washington Slurry Seal, AR Chip Seal	1000	Transportation	Prime Contractor	N/A	Devrelle Dumas (360)784-2399 Fax: N/A devrelle.dumas@clark.wa.gov	\$1,575,674	9/21/2020
1026863	City of Vancouver P O Box 1995 Vancouver, WA 98668-1995	Vancouver 2020 Joint Cntrct Contract Number: C-100335 Vancouver, Washington Slurry Seal, AR Chip Seal, Microsurfacing	1000	Transportation	Prime Contractor	N/A	Anna Vogel (360)487-8429 (360)487-8602 anna.vogel@cityofvancouver.us	\$1,778,417	9/21/2020



Intermountain Slurry Seal, Inc.  
2020 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	WT Code	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
1028610	City of Richland P.O. Box 190 Ms-11 Richland, WA 99352-0190	Richland 2020 Microsurfacing Contract Number: 20-0028 Richland, Washington Microsurfacing	1000	Transportation	Prime Contractor	N/A	Sheldon Williamson (509)942-7500 (509)942-7468 swilliamson@ci.richland.wa.us	\$879,025	8/30/2020
1030759	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT 3830 Contract Number: 3830 Various Locations, Nevada Chip Seal and Striping	1000	Transportation	Prime Contractor	N/A	Trent Averett (775)623-8070 Fax: N/A taverett@dot.nv.gov	\$749,918	9/15/2020
1031122	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT 3835 Contract Number: 3835 Elko, Nevada Double Chip Seal and Striping	1000	Transportation	Prime Contractor	N/A	Mo Gobena (775)753-2906 Fax: N/A mgobenadot.nv.gov	\$1,595,329	9/15/2020
1031581	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712	NDOT 3841 Contract Number: 3841 Various Locations, Nevada Chip Seal, Fog Seal, Striping	1000	Transportation	Prime Contractor	N/A	Don Christiansen (702)622-2844 Fax: N/A dchristiansen@dot.nv.gov	\$2,164,402	9/30/2020
1033082	Hazard Construction Company P.O. Box 229000 San Diego, CA 92192-9000	Caltrans D11-2N0734 Contract Number: 20015-03 San Diego, California Pavement Preservation	1000	Transportation	Subcontractor	Hazard Construction Company	Brad Lothers (858)257-6001 (858)453-6034 blothers@hazardcon.com	\$1,360,710	10/9/2020



# NEVADA STATE CONTRACTORS BOARD


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

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-03-15-0125**

**INTERMOUNTAIN SLURRY SEAL, INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0023657** ORIGINAL ISSUE DATE: **03/19/1986** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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

  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE **3/17/2021**  
FOR MARGI A. GREIN, EXECUTIVE OFFICER



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

## INTERMOUNTAIN SLURRY SEAL, INC.

## CERTIFICATE OF SECRETARY

**RESOLVED**, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED**, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Darren S. Beevor, do hereby certify that I am duly qualified as Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2021 by written consent of the Board of Directors, held without a meeting as authorized by 17-16-821 of the Wyoming Business Corporation act and the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2021

  
Darren S. Beevor



**EXHIBIT 1**

**AUTHORIZED SIGNERS**

**Intermountain Slurry Seal, Inc.  
California, Nevada, Utah, Northwest Area and Texas**

**AUTHORIZED SIGNERS**

Gary R. Price, VP & Assistant Secretary  
Scott Curtis, Regional Division Controller  
Marc C. Thoreson, Area Manager  
Paul Foster, Area Manager  
Shawn Fielding, Area Manager  
Josh Bowen, Area Manager  
Nathan B. Niemann, Project Manager  
Randy Contreras, Project Manager  
Taylor Baggs, Project Manager  
Shawn St. Jacques, Chief Estimator

**ATTESTORS**

Gary R. Price, VP & Assistant Secretary  
Scott Curtis, Regional Division Controller  
Marc C. Thoreson, Area Manager  
Paul Foster, Area Manager  
Shawn Fielding, Area Manager  
Josh Bowen, Area Manager  
Nathan B. Niemann, Project Manager  
Randy Contreras, Project Manager  
Taylor Baggs, Project Manager  
Jane Nielson, Estimating Assistant  
Cindy Olsen, Office Administrator

**EXHIBIT 2**

**AUTHORIZED SIGNERS**

**Intermountain Slurry Seal, Inc.  
California, Nevada, Northwest and Utah Areas**

**AUTHORIZED SIGNERS**

Gary R. Price, VP & Assistant Secretary  
Michael Tatusko, Senior VP Group Operations  
Kelly Kuszmaul, Group Controller

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NEVADA 89706  
PHONE (775) 684-1890  
FAX (775) 687-6409  
E-Mail: [mail1@labor.nv.gov](mailto:mail1@labor.nv.gov)

STATE OF NEVADA  
Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER  
3300 W. SAHARA AVE. SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE (702) 486-2650  
FAX (702) 486-2660  
E-Mail: [publicworks@labor.nv.gov](mailto:publicworks@labor.nv.gov)

### Project Workforce Checklist

Contract No.: CC-2021-2 Project Name: FY22/2021 Long Line Project

Contractor/Subcontractor: Intermountain Slurry Seal, INC

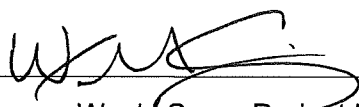
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A ✓	Yes	No
Carpenter, can also include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

\*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. \*

Clear Page

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

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

Signed:   
 Name and Title: Wesley Sosa, Project Manager  
 Date: April 26, 2021  
 Contractor Name: Intermountain Slurry Seal, INC

\*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. \*

### Certification of Authorization and Understanding

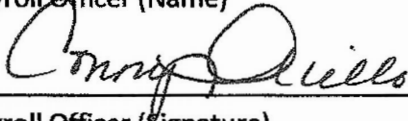
Project Name: FY 22/2021 Long Line Project

Project Number: PWP-CC-2021-253

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Conny Aiello


Payroll Officer (Name)



Payroll Officer (Signature)

Intermountain Slurry Seal, INC

(Name of Contractor/Subcontractor)

By  Marc Thoreson  
(Owner's Signature)

Area Manager  
(Title)

0023657  
(Contractor/Subcontractor License Number)

4/27/2021  
(Date)

**Conflict of Interest Disclosure Form**


Date: 4/26/2021  
Project: FY 22/2021 Long Line Project  
Title: Project Manager  
Name: Wesly Sosa  
Position: Project Manager

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:   
Date: 4/26/2021

**CARSON CITY PURCHASING AND CONTRACTS  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362/FAX 887-2286  
NOTICE TO CONTRACTORS  
BID# 20300316  
PWP# CC-2021-253  
FY22/2021 Long Line Project**

April 7, 2021

Addendum No. 1

**Please make the following additions/changes/clarification to the above referenced project**

**Bid Opening Date and Time has been extended to  
April 26, 2021 at 11:00am**

The City will hold the bid opening via webex meeting, the link is provided below.

### Bid Opening Live Video

Bid opening will begin at **11:30am** on **April 26, 2021**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=m0a1a77cc79f38411c5b3fdf57a254867>

Meeting number: 187 345 6540

Password: ptKTTT3pj92

Join by phone +1-408-418-9388 United States Toll

Access code: 187 345 6540

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## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Chris Martinovich, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding Contract 20300348 for Nichols Consulting Engineers, CHTD (“NCE”) to perform civil engineering services for the District 3 Center Drive Rehabilitation Project for a total not to exceed amount of \$114,805, through December 31, 2022.

**Staff Summary:** The District 3 Center Drive Reconstruction Project is a pavement reconstruction project in Performance District 3 and includes roadway reconstruction between Snyder Avenue and the county line between Carson City and Douglas County. The project also includes sanitary sewer installation between Snyder Avenue and Clear Creek Road. NCE will assist Carson City staff by completing the civil engineering design plans for the project. The design is anticipated to take approximately eight months to complete.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### Proposed Motion

I move to approve Contract 20300348 as presented.

### Background/Issues & Analysis

The District 3 Center Drive Reconstruction Project includes roadway reconstruction between Snyder Avenue and the county line between Carson City and Douglas County. The project includes pavement reconstruction, roadway widening, new curb, gutter, and sidewalk along portions of the road, and roadside ditch grading and maintenance. The project also includes installation of new sanitary sewer services between Snyder Avenue and Clear Creek Road.

NCE was selected for this project using Carson City’s Transportation Engineering Qualified Consultant List 2020-2022. NCE will be completing project survey, pavement investigation, hydraulic analysis, roadway design, and sanitary sewer design. NCE will also provide limited support during bidding and construction by assisting the City with answering questions related to the design. The design is anticipated to be completed in the winter of 2021 with construction planned to begin in spring 2022.

### Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270; NRS Ch. 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project P303521006, Regional Transportation fund, Capital Improvements account / 2503035-507010

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

If approved, the above account will have a net decrease of \$114,805. The current available project budget is \$501,641.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Contract No. 20300348

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300348**

**Title: Civil Engineering Services for the Center Drive Rehabilitation Project**

THIS CONTRACT is made and entered into this 12<sup>th</sup> day of May 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Nichols Consulting Engineers, CHTD., hereinafter referred to as “**CONSULTANT**”.

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and/or 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 is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

**WHEREAS**, this Contract (does involve X) (does not involve   ) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300348** (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 Regional Transportation Commission, all required documents are received and signed by all parties.

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

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

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

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300348

### Title: Civil Engineering Services for the Center Drive Rehabilitation Project

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

#### 2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

##### 2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

##### 2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

##### 2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300348

## Title: Civil Engineering Services for the Center Drive Rehabilitation Project

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** 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 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** 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.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: 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 SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

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

(a) An accurate record showing, for each worker employed by the consultant 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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300348

### Title: Civil Engineering Services for the Center Drive Rehabilitation Project

(b) An additional accurate record showing, for each worker employed by the consultant 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.

2.7.3.3.2 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. **CONSULTANT**, 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.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** 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 **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT 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.*

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: 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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300348

### Title: Civil Engineering Services for the Center Drive Rehabilitation Project

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** 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 **CONSULTANT** 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.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

#### 2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

#### 3. CONTRACT TERM:

3.1 The term of this Contract begins on May 17, 2021, subject to Regional Transportation Commission approval (anticipated to be May 12, 2021) and ends on December 31, 2022, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

#### 4. NOTICE:

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

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

Angela Hueftle, PE, Principal  
Nichols Consulting Engineers, CHTD.  
1885 S. Arlington Ave., Suite 111  
Reno, NV 89509  
775-329-4955  
[ahueftle@ncenet.com](mailto:ahueftle@ncenet.com)

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

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

### 5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Fourteen Thousand Eight Hundred Five Dollars and 00/100 (\$114,805.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** 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 **CITY** 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 **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject

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**CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

### 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.

7.1.2 **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 SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** 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 subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

#### 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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 **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

#### 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:

7.3.2.1 If **CONSULTANT** 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

7.3.2.2 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 **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

7.3.2.5 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 **CONSULTANT**, or any agent or representative of **CONSULTANT**, 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

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

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

7.4.1 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 or termination for nonappropriation.

#### 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 **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

#### 7.6 Notice of Termination:

7.6.1 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

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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).

#### 8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable 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 **CONSULTANT** to **CITY**.

#### 9. 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 **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

#### 10. 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.

#### 11. INDEMNIFICATION:

11.1 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.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. 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. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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11.3 Except as otherwise provided in **Subsection 11.5** 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:

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

11.3.2 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.

11.4 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.

11.5 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 **CONSULTANT**, as 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 **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** 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. **CONSULTANT** 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (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, **CONSULTANT'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 **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, 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.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

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evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'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 **CONSULTANT** and shall continue in force as appropriate until the later of:

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

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

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

13.7 *General Insurance Requirements (13.8 through 13.23):*

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

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

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** 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 **CONSULTANT** 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**.

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

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cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

13.19 **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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'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 **CONSULTANT** or its subcontractors, 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.

### 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 14. BUSINESS LICENSE:

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

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

### 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONSULTANT** 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 **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** 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 **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** 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.

### 16. 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.

### 17. 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.

### 18. 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. **CONSULTANT** 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300348

## Title: Civil Engineering Services for the Center Drive Rehabilitation Project

Contract.

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

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 **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'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.

### 20. **PUBLIC RECORDS:**

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

### 21. **CONFIDENTIALITY:**

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

### 22. **FEDERAL FUNDING:**

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

22.1.1 **CONSULTANT** 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.

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

22.1.3 **CONSULTANT** 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.

22.1.4 **CONSULTANT** 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,

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

#### 23. LOBBYING:

23.1 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:

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

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

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

#### 24. GENERAL WARRANTY:

**CONSULTANT** warrants that it will perform all SERVICES 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 SERVICES, under the same or similar circumstances, in the State of Nevada.

#### 25. 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. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

#### 26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** 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 **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** 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.

#### 27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300348**

**Title: Civil Engineering Services for the Center Drive Rehabilitation Project**

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. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**28. 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 Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300348**

**Title: Civil Engineering Services for the Center Drive Rehabilitation Project**

**29. 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:

**CITY**

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

**CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**  
**CONSULTANT will not be given authorization  
to begin work until this Contract has been  
signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Project# P303521006  
Account: 2503035-507010

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300348**

**Title: Civil Engineering Services for the Center Drive Rehabilitation Project**

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

**CONSULTANT**

**BY:** Angela Hueftle, PE

**TITLE:** Principal

**FIRM:** Nichols Consulting Engineers, CHTD.

**CARSON CITY BUSINESS LICENSE #:** BL-005665-2020

**Address:** 1885 S. Arlington Ave., Suite 111

**City:** Reno

**State:** NV

**Zip Code:** 89509

**Telephone:** 775-329-4955

**E-mail Address:** [ahueftle@ncenet.com](mailto:ahueftle@ncenet.com)

\_\_\_\_\_  
(Signature of Consultant)

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

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

)ss

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

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

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

(Notary Stamp)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 20300348**

**Title: Civil Engineering Services for the Center Drive Rehabilitation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 12, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300348**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL,  
MAYOR/CHAIRPERSON

DATED this 12<sup>th</sup> day of May 2021.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 12<sup>th</sup> day of May 2021.

April 27, 2021

Mr. Brian Elder, PE  
Project Manager  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701

**RE: Civil Engineering Services for the Center Drive Rehabilitation Project**

Dear Mr. Elder:

NCE appreciates the opportunity to submit this scope and fee for engineering services for the Center Drive Rehabilitation Project (Project). It is our understanding the project is located on Center Drive from Clear Creek Avenue to the newly constructed improvements south of Snyder Way. The project will include new curb and gutter and 5' sidewalk on the east side of the road, new bike lanes in both directions, new sewer main and laterals, drainage improvements, and roadway reconstruction. The project will also include Center Drive from Clear Creek Avenue south to the County line. This portion of Center Drive will consist of roadway rehabilitation and will not be widened nor include curb and gutter or bike lanes. NCE's scope of services includes pavement evaluation and design, topographic survey and base map, hydrology and hydraulics, sewer design, and plans, technical specifications, and estimates.

**SCOPE OF SERVICES**

**Task 1 – Project Management**

NCE's Project Manager will serve as the City's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team. Specific project management tasks include monthly budgeting, invoicing, and scheduling. Detailed monthly invoices will be provided to the City. NCE will keep the City well informed of progress with bi-weekly informal briefings via email or phone call. It is assumed the project design duration will be 6-months.

**Task 2 – Pavement Evaluation and Design**

This task will consist of a visual pavement condition assessment, coring, subgrade soil sampling, laboratory testing, analysis and design, and draft and final pavement design memos. NCE will visit the site and perform a visual condition assessment of the pavement to document existing distress types and extent, and to identify and mark locations for coring. NCE will coordinate with USA Dig. A traveling/moving lane closure with flagger is anticipated to maintain flow of traffic and safety.

Four or five cores will be taken to determine existing pavement thickness and condition. Four bulk samples of subgrade soils will be obtained for laboratory testing. Soils

**Reno, NV**  
1885 S. Arlington Ave., Suite 111  
Reno, NV 89509  
(775) 329-4955

encountered will be logged and pavement thickness and aggregate base layer thicknesses will be measured in the core holes. Core holes will be filled with non-shrink concrete grout.

Lab analysis on two subgrade soil samples will be conducted to produce soil classifications (full USCS description), moisture content, grain size distribution and Atterberg Limits, and R-Values from representative samples of the soils encountered.

Average Annual Daily Traffic (AADT) counts for pavement design will be estimated using NDOT's TRINA system and/or data provided by the City. Center Drive will be considered a collector street per the City's direction.

NCE will develop two pavement design alternatives (1) new AC layer over new aggregate base and (2) new AC layer over roadbed modification base, using the 1993 AASHTO Guide for Design of Pavement Structures. Resulting layer thicknesses will be compared to the City's minimum layer thicknesses. A draft pavement design memo will be prepared that details the findings of the field investigation, laboratory test results, and draft recommendations for pavement structural sections. The City will have the opportunity to review and comment on the draft memo and necessary revisions will be incorporated into the final memo.

Assumptions:

- 1) An encroachment permit is not required

Deliverables:

- 1) Draft Pavement Design Memo (at 50% submittal) – PDF
- 2) Final Pavement Design Memo (at 90% submittal) signed and sealed by a Nevada Registered Professional Engineer– (1) printed copy, PDF

### **Task 3 – Topographic Survey and Base Map**

#### **A. Boundary Survey**

NCE will utilize the Carson City Assessor & Recorder's on-line data base to conduct records research and obtain current documentation and mapping regarding the individual parcels which are adjacent to and whose boundaries define the configuration of street right-of-way associated with Center Drive within the project limits. NCE will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject parcels.

NCE will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum and the North American Vertical Datum (NAVD 88) vertical datum. NCE will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels and associated right-of-way boundaries.

NCE will then utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the project site. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

Deliverables:

- 1) AutoCAD base map digital file
- 2) Excel .csv point file for found boundary monuments and control points

## **B. Topographic Survey**

NCE will utilize the survey control network established under Task 3A to conduct a topographic survey of the street right-of-way. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, surface evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable within the roadway right-of-way along with 50' into adjoining streets at intersections. NCE will then utilize the boundary information and the data gathered during the topographic survey to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, easements and right-of-ways, roadway and site improvements, planometrics, and evidence of existing utility services (i.e., existing telephone or power, water, storm drain, and sanitary sewer infrastructure etc.).

Deliverables:

- 1) AutoCAD base map digital file

## **Task 4 – Hydrology and Hydraulics**

The City will provide NCE with existing hydrologic data and analysis completed near the project area. Supplementing the existing data with additional analysis as needed, NCE will complete an existing conditions hydrologic and hydraulic analysis of the project area to characterize the existing drainage along Center Drive between Snyder Way and Clear Creek Avenue. Analysis will be done according to Title 12 and Title 18 Appendix, Division 14 of the Carson City Municipal Code, and the Carson City Drainage Manual (Draft 2020) for the 10-, 25- and 100-year return interval rainfall runoff events. Analyses for the 10-year event will be completed to facilitate the design of the drainage facilities. Analysis for the 25- and 100-year events will be completed to ensure that the Project does not cause significant adverse impact to downstream receiving waters and down-gradient properties.

NCE will complete a hydraulic analysis to determine the recommended size of improvements to convey the 10-year peak flow along Center Drive to Clear Creek Avenue at the Southern Limit and to Snyder Drive at the Northern Limit. Hydraulic features may include, inlets, storm drain, and roadside conveyance. No technical memoranda or drainage report will be prepared, results from the hydraulic analysis will be present on the corresponding plan sheets.

Assumptions:

- 1) Total new and/or replaced impervious surfaces will exceed 10,000 square feet. This threshold triggers requirements for both a drainage report and design of water quality treatment features unless waived by the City. NCE assumes the City will waive these two requirements.
- 2) Detention is required to limit post-development flows from a 10-year storm to the flows under the predevelopment condition. NCE assumes the City will waive this requirement based on proximity of the project to the drainage systems discharge point as outlined in Title 18 Appendix, Division 14.1.9 Lower Watershed Design.
- 3) No volume-based analysis will be required for detention

**Task 5 – Preliminary Design**

NCE will work with the City to identify the utility owners within the project area. NCE will contact each of the utility companies to request their utility drawings. Utility company drawings will be utilized, in conjunction with survey field information, to map overhead and underground infrastructure as accurately as possible.

NCE will prepare 50% preliminary plans in accordance with City design standards. Design plans will be compatible with AutoCAD Civil 3D with design elements having appropriate 3D reference/properties. The plan set will consist of graphic representations reviewed by a Licensed Civil Engineer showing preliminary plans and profiles, elevations, hydraulic features, sections, and details sufficient to represent the validity of the design as proposed. Drawings and details will be consistent with the latest editions of the Standard Specifications for Public Works Construction and the Standard Details for Public Works Construction or as approved by the City during project review and discussion. Preliminary profiles will be presented of features critical to the completion of the project such as storm drain and sewer main. NCE anticipates the following plan sheets:

1. Title Sheet
2. Notes, Legend, and Abbreviations
3. Demolition Plan
4. Plan and Profile (2)
5. Striping Sheet (1)
6. Detail Sheets (3)

NCE will prepare the construction cost estimate on the basis of a quantity estimate. The basis for unit costs will be the most recent construction cost data available to NCE.

NCE will prepare a 50% outline of the technical specifications for the project. Technical specifications will reference the latest edition of the Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

Assumptions:

- 1) Utility coordination meetings are not included
- 2) No utility relocations will be required as part of this project
- 3) Utility potholing is not included

Deliverables:

- 1) 50% plans- PDF
- 2) 50% cost estimate- PDF
- 3) Technical specifications outline – Microsoft Word format

### **Task 6 - Sewer Design**

NCE will design new sewer line and laterals within the Project limits and incorporate the design into the Project 50%, 90%, and 100% design level plans, specifications, and cost estimates.

NCE will prepare technical specifications for the sewer improvements and incorporate them into the Project specifications. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion.

NCE will prepare the sewer construction cost estimate based on a quantity estimate and incorporate the costs into the Project cost estimate. The basis for unit costs will be the most recent construction cost data available to Consultant.

Assumptions:

- 1) Pipe sizes will be provided by the City and no hydraulic modeling will be required
- 2) Sewer laterals will be located at an offset from property lines and stubbed to the edge of right-of-way. Connections to and investigations of depth and locations of septic tanks and private sewer laterals is not included

Deliverables:

- 1) Refer to Task 5 and 7 for deliverables

### **Task 7 – Final Design**

NCE will incorporate the City's comments from the 50% design review and prepare 90% plans, specifications, and estimate. NCE will prepare technical specifications for the project in MS Word format. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion. The technical specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book.

NCE will incorporate the City's comments from the 90% design review and prepare 100% final issued for bid (IFB) plans, specifications, and estimate and final issued for construction (IFC) plans and specifications, prior to construction. Final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation.

Assumptions:

- 1) Contract documents will be prepared by the City.
- 2) Permitting, public outreach, and right of way engineering are not included

Deliverables:

- 1) 90% plans - PDF
- 2) 90% Engineer's Estimate of Probable Construction Cost - PDF, Microsoft Excel/spreadsheet format
- 3) 90% Technical Specifications- PDF, Microsoft Word format
- 4) 100% IFB plans – electronically sealed and signed by a Nevada licensed engineer, PDF
- 5) 100% Engineer's Estimate of Probable Construction Cost - PDF, Microsoft Excel/spreadsheet format
- 6) 100% IFB Technical Specifications- electronically sealed and signed by a Nevada licensed engineer, PDF, Microsoft Word format
- 7) IFC plans and specifications - electronically sealed and signed by a Nevada licensed engineer, PDF

### **Task 8 – Center Drive from Clear Creek Avenue to the County Line Design**

NCE will design the rehabilitation of Center Drive from Clear Creek Avenue to the County line and incorporate the design into the Project 50%, 90%, and 100% design level plans, specifications, and cost estimates. The existing road width ranges from 22- to 24-foot wide. The proposed improvements for this portion of Center Drive will include two 11' lanes with 2' paved shoulders. Curb and gutter, sidewalk, and bike lanes will not be included.

An existing 15-inch storm drainpipe discharges at the southwest corner of Center Drive and Clear Creek Avenue and flows south along the shoulder, eventually inundating and flowing across Center Drive to the northeast corner of Center Drive and Gibson Avenue. NCE will design a culvert crossing to convey flow from the westside of Center Drive to the eastside and design a roadside ditch to convey flow to the northeast corner of Gibson Avenue where existing flows pond. The crossing and roadside ditches will be designed to convey the existing peak discharge of the 15-inch storm drain outfall and local runoff generated from Center Drive. The southern extent of the rehabilitation of Center Drive at the county line is located within the FEMA Zone AE and Zone X.

Hydrologic and Hydraulic Analysis will be prepared in accordance with Title 12 and Title 18 Appendix, Division 14 of the Carson City Municipal Code, and the Carson City Drainage Manual (Draft 2020) for the 10-, 25- and 100-year return interval rainfall runoff events. Analyses for the 10-year event will be completed to facilitate the design of the drainage facilities. Analysis for the 25- and 100-year events will be completed to ensure that the Project does not cause significant adverse impact to downstream receiving waters and down-gradient properties. Roadside ditches will be designed in accordance with AASHTO Roadside Design Guide – 4<sup>th</sup> Edition 2011. No technical memoranda or drainage report will be prepared, results from the hydraulic analysis will be present on the corresponding plan sheets.

NCE will prepare technical specifications for improvements specific to this portion of the project, not included in Task 7, and incorporate them into the Project specifications. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion.

NCE will prepare the construction cost estimate based on a quantity estimate and incorporate the costs into the Project cost estimate. The basis for unit costs will be the most recent construction cost data available to Consultant.

Assumptions:

- 1) Total new and/or replaced impervious surfaces will exceed 10,000 square feet. This threshold triggers requirements for both a drainage report and design of water quality treatment features unless waived by the City. NCE assumes the City will waive these two requirements.
- 2) Detention is required to limit post-development flows from a 10-year storm to the flows under the predevelopment condition. NCE assumes the City will waive this requirement based on proximity of the project to the drainage systems discharge point as outlined in Title 18 Appendix, Division 14.1.9 Lower Watershed Design.
- 3) Design of a culvert crossing at Gibson Avenue is not included
- 4) Volume-based analysis for detention or design of detention is not included
- 5) FEMA Floodplain review and/or analysis is not included

Deliverables:

- 1) Refer to Task 5 and 7 for deliverables

### **Task 9 – Bidding and Construction Services**

NCE will be available during the bidding process to answer technical questions. All questions and responses will be documented and provided to the City for compilation into an addendum. NCE will be available during construction to answer technical questions. All questions and responses will be documented and provided to the City for response to the Contractor.

Assumptions:

- 1) The City will provide bidding services including advertisement, distribution of plan sets, bid opening, review and tabulation of bids, and recommendation of award.
- 2) The City will provide construction contract administration, construction surveying, construction inspection, materials testing, and as-built record drawings. Submittal review will be performed by the City.

Deliverables:

- 1) Response to bidder questions (if needed)
- 2) Response to questions during construction (if needed)

## ESTIMATED FEE AND SCHEDULE

NCE proposes to provide our services on a time and expense basis in accordance with our standard schedule of charges (Attachment A). We estimate that our total fees for this scope of services will not exceed **\$114,805**. A breakdown of tasks and fee is shown below, and we have enclosed a detailed estimate of project staff hours for the project to establish a basis for our estimated fees (Attachment B). We will notify you immediately of any issue that would impact our estimate and will not perform work more than this estimate without your authorization.

<u>Task</u>	<u>Description</u>	<u>Estimated Fee</u>
1	Project Management	\$4,020
2	Pavement Evaluation & Design	\$12,720
3	Topographic Survey & Base Map	\$22,820
4	Hydrology & Hydraulics Analysis	\$8,230
5	Preliminary Design	\$11,365
6	Sewer Design	\$9,950
7	Final Design	\$20,870
8	Clear Creek Avenue to County Line Design	\$17,990
9	Bidding & Construction Services	\$6,840

NCE understands the project is scheduled for construction in the Spring of 2022. NCE is prepared to begin work upon your authorization and would anticipate completing design by the end of 2021.

We appreciate the opportunity to provide these services to the City and look forward to working with you on this project. Please contact me at 775.772.1847 or via email at [ahueftle@ncenet.com](mailto:ahueftle@ncenet.com) should you have any questions.

Sincerely,



A handwritten signature in blue ink that reads "Angie Hueftle".

Angie Hueftle, PE  
Principal

**ATTACHMENT A**

**SCHEDULE OF CHARGES 2021**

**PROFESSIONAL SERVICES**

Principal.....	\$270/hour
Associate .....	\$215/hour
Senior .....	\$185/hour
Project.....	\$165/hour
Staff.....	\$145/hour

**TECHNICAL SERVICES**

Senior Construction Manager .....	\$145/(\$170-PW)/hour
Senior Designer .....	\$155/hour
CADD Designer .....	\$135/hour
Senior Technician .....	\$125/(\$150-PW)/hour
Construction Inspector .....	\$130/(\$155-PW)/hour
CAD Technician .....	\$120/hour
Senior Field Scientist .....	\$125/hour
Field Scientist .....	\$100/hour
Project Administrator .....	\$110/hour
Field/Engineering Technician .....	\$100/(\$125-PW)hour
Technical Editor .....	\$100/hour
Clerical .....	\$90/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Engineer/Scientist .....	\$330/hour
Court Appearances & Depositions .....	\$550/hour

**EQUIPMENT**

Plotter Usage.....	(separate fee schedule)
Truck .....	\$100/day
Automobile.....	IRS Standard Mileage Rate+10%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.....cost + 10%

**COMMUNICATION/  
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying .....

project labor charges x 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

Task No.	Description	Principal Engineer/ Scientist/ Planner	Associate Engineer/ Scientist	Project Engineer/ Scientist/ Planner	Staff Engineer/ Scientist/ Planner	Senior Designer	Senior Construction Manager	Field Technician	Clerical	NCE Coring	Expenses	Sub consultant w/markup	Totals
	Hourly Rate	\$270.00	\$215.00	\$165.00	\$145.00	\$155.00	\$145.00	\$100.00	\$90.00				
<b>1</b>	<b>Project Management</b>	0	0	20	0	0	0	0	8				
	Job setup, sub agreements, monthly invoicing			8					8				
	City updates and team coordination			12									
	Subtotal Fees	\$0.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$4,020.00
<b>2</b>	<b>Pavement Evaluation and Design</b>	1	3	4	15	0	0	4	0				
	Coring & Bulk Sampling				1			4		\$4,500.00	\$110.00		\$1,650.00
	Laboratory Testing				2								\$2,310.00
	Design Alternatives		1	2	8								
	Prepare Draft and Final Pavement Design Memo	1	2	2	4								
	Subtotal Fees	\$270.00	\$645.00	\$660.00	\$2,175.00	\$0.00	\$0.00	\$400.00	\$0.00	\$4,500.00	\$110.00	\$3,960.00	\$12,720.00
<b>3</b>	<b>Topographic Survey and Base Map</b>	0	0	0	0	2	0	0	0				
	A. Boundary Survey					2							\$7,700.00
	B. Topographic Survey					4							\$14,190.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,890.00	\$22,820.00
<b>4</b>	<b>Hydrology &amp; Hydraulics Analysis</b>	2	5	36	0	4	0	0	0				
	Hydrology & Hydraulics	2	5	32							\$55.00		
	Design Support/Coordination			4		4							
	Subtotal Fees	\$540.00	\$1,075.00	\$5,940.00	\$0.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$8,230.00
<b>5</b>	<b>Preliminary Design</b>	5	0	12	28	20	4	0	3				\$0.00
	Utility Investigation			4	6				1				
	50% Plans & Spec Outline	4		4	16	20	4		2		\$25.00		
	50% Estimate	1		4	6								
	Subtotal Fees	\$1,350.00	\$0.00	\$1,980.00	\$4,060.00	\$3,100.00	\$580.00	\$0.00	\$270.00	\$0.00	\$25.00	\$0.00	\$11,365.00
<b>6</b>	<b>Sewer Design</b>	1	0	0	8	8	0	0	0				\$0.00
	50% Plans and Estimate	1			8	8							
	90% PS&E	1		8	12	16							
	100% PS&E	1		4	4	4							
	Subtotal Fees	\$810.00	\$0.00	\$1,320.00	\$3,480.00	\$4,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00
<b>7</b>	<b>Final Design</b>	9	0	22	48	44	4	0	4				
	Prepare 90% P&E	4			32	32	4		2		\$40.00		
	Prepare 90% Specifications	4		14					2				
	Prepare 100% and Final PS&E	1		8	16	12					\$50.00		
	Subtotal Fees	\$2,430.00	\$0.00	\$3,630.00	\$6,960.00	\$6,820.00	\$580.00	\$0.00	\$360.00	\$0.00	\$90.00	\$0.00	\$20,870.00
<b>8</b>	<b>Clear Creek Avenue to the County Line Design</b>	6	4	32	28	32	8	0	0				
	Hydrology & Hydraulics	1	4	28									
	50% Plans and Estimate	2		4	8	12	4				\$50.00		
	90%, Plans, Specifications, and Estimate	2			12	12	4						
	100% and Final Plans, Specifications, and Estimate	1			8	8							
	Subtotal Fees	\$1,620.00	\$860.00	\$5,280.00	\$4,060.00	\$4,960.00	\$1,160.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$17,990.00
<b>9</b>	<b>Bidding and Construction Services</b>	3	0	14	0	24	0	0	0				
	Addenda and RFIs	1		6		8							
	Questions During Construction	2		8		16							
	Subtotal Fees	\$810.00	\$0.00	\$2,310.00	\$0.00	\$3,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,840.00
	<b>Total Hours</b>	27	12	140	127	134	16	4	15				
	<b>Total Fee</b>	\$7,830.00	\$2,580.00	\$24,420.00	\$20,735.00	\$24,490.00	\$2,320.00	\$400.00	\$1,350.00	\$4,500.00	\$330.00	\$25,850.00	\$114,805.00



## STAFF REPORT

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

**Meeting Date:** May 12, 2021

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding (1) a Cooperative Agreement (“Agreement”) between Carson City and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”) through September of 2023 in the amount of \$626,595.90, with \$595,266.10 coming from Transportation Alternatives Program (“TAP”) funds and the remainder coming from a 5%, in-kind local match valued at \$31,329.80; and (2) authorizing the Transportation Manager to sign the Agreement, as well as future amendments to the Agreement to extend the time for performance or to approve funding changes not exceeding 10% of the present Agreement amount.

**Staff Summary:** The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> Grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Agreement will allow the program to continue to provide planning and program services through September 30, 2023.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the Agreement and to authorize the Transportation Manager to sign the Agreement as well as future amendments to the Agreement that extend the time for performance or approve funding changes not exceeding 10% of the present Agreement amount.

### **Background/Issues & Analysis**

The WN-SRTS Program continues to grow and adapt to best serve our communities. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada’s children.

In June 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential “E’s” of the Safe Routes to School Program. The WN-SRTS Program is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community. The program aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. The WN-SRTS Program aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students’ safety during the school commute and reducing traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

Successful Safe Routes to Schools projects change the way students and parents choose to travel to and from school. Working with a wide range of community partners including law enforcement, planning and public works, school districts, and non-profit organizations, this funding opportunity can induce mode shifts and increase safety for students while promoting healthy lifestyles, improving academic achievement, and most importantly, having fun.

The WN-SRTS Program has had many past successes over the years. Recently, the current WN-SRTS Coordinator was able to build on successful programs like the WN-SRTS Champions and successfully partnered with the Carson City Sherriff's Office for increased safety outreach around Carson City schools. The WN-SRTS Coordinator also launched a pedestrian safety education campaign with posters across Carson City on JAC bus shelters. WN-SRTS completed a Bicycle and Pedestrian Safety Study for eight Elementary and Middle schools in Carson City. This safety study detailed existing walking and biking barriers for each school and methodologies for mending these barriers. In June 2020, the Carson City Board of Supervisors approved an ordinance to revise and expand Carson City School Zones, which has not been done since 1992. The Carson City School Zone extensions were supported by both the Carson City School District Superintendent and the Carson City Sherriff's Office.

WN-SRTS serves a diverse mix of schools, from urban schools in Carson City to rural schools along state highways. One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as, advocacy to support safe walking and bicycling. Program activities are variable and may include Walking Wednesdays, Trekking Thursdays, bike trains, in-class safe pedestrian and bicyclist education for K-8, and encouragement days. All WN-SRTS activities are designed to ensure students experience the benefits of physical activity and knowledge to empower students to walk or bike to school independently and safely.

Through this funding opportunity, Western Nevada Safe Routes to Schools will continue to engage with new and existing partners and develop innovative strategies to meet the goals of the Federal Safe Routes to School Program.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project G304017001 Safe Routes to School, Regional Transportation fund, Federal Grants revenue account / 2503082-431010.

Is it currently budgeted?  Yes  No

**Explanation of Fiscal Impact:**

Federal grant funding in the amount of \$595,266.10 has been added into the Final Fiscal Year 2022 budget tentatively scheduled to be approved by the Board of Supervisors on May 20, 2021. The required 5% local match for this agreement is provided as in-kind match; consequently, no additional local match is required to be budgeted.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Draft Cooperative Agreement No. TBD

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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NEVADA SAFE ROUTES TO SCHOOL PROGRAM  
SUBRECIPIENT'S AGREEMENT FOR NON-INFRASTRUCTURE ACTIVITIES

This Agreement is made and entered into on       **TBD**      , by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson City Public Works 3505 Butti Way, Carson City, NV 89701, hereinafter called "SUBRECIPIENT".

WITNESSETH:

WHEREAS, 23 USC 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a Safe Routes to School Program (SRTS Program) for the benefit of children in primary and middle schools; and

WHEREAS, the purposes of 23 USC 402 are (1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, amounts apportioned to the State of Nevada, pursuant to 23 USC 402, shall be administered by the DEPARTMENT; and

WHEREAS, before Federal-Aid will be made available, the SUBRECIPIENT and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the SUBRECIPIENT and the DEPARTMENT have developed a PROJECT proposal that has been approved for funding; and

WHEREAS, the SUBRECIPIENT is eligible to receive 23 USC 402 funds:

WHEREAS, the PROJECT has been approved for Federal Transportation Alternatives (TA) funds CDFA (Code of Federal Domestic Assistance) Number 20205; and

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

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the SUBRECIPIENT'S application, attached hereto and incorporated herein as Attachment A, is to provide Safe Routes to School initiatives related to Education, Engagement, Encouragement, Evaluation, Engineering, and Equity, hereinafter referred to as "PROJECT", and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the PROJECT will be undertaken and completed. This Agreement provides for funding of the Western Nevada Safe Routes to School Program for 2021 through September 2023.

ARTICLE II - SCOPE OF PROJECT

1. This Agreement provides for the continued funding of the SUBRECIPIENT's Safe

Routes to School Coordinator and associated activities within Carson City, Douglas, Lyon and Storey Counties for two (2) years and (TBD) months . These activities will facilitate (1) enabling and encouraging children including those with disabilities, to walk and bicycle to school; (2) making bicycling and walking to school a safer and more appealing transportation alternative; and (3) facilitating the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

#### ARTICLE III - REIMBURSEMENT

1. The maximum dollar amount that is reimbursable under this Agreement shall not exceed Six Hundred Twenty-Six, Five Hundred Ninety-Five and 90/100 (\$626,595.90). Five Hundred Ninety-Five Thousand, Two Hundred Sixty-Six and 10/100 (\$595,266.10) will come from Federal STBG Transportation Alternatives Fund. Thirty-One Thousand Three Hundred Twenty-Nine and 80/100 (\$31,329.80) will come from the local match. Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection (as appropriate) of work completed as specified in Attachment A, attached hereto and incorporated herein.

2. The SUBRECIPIENT agrees to invoice quarterly.

3. This agreement is based on Federal Funds being made available through the Federal Highway Administration. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR (CFR) must be followed.

#### ARTICLE IV - PERFORMANCE

1. Activities and purchases outlined under this agreement which are implemented or expended prior to the date of a written "Notice to Proceed" has been transmitted by the DEPARTMENT to the SUBRECIPIENT will not be eligible for reimbursement.

2. The term of this Agreement shall be from the date first written above and shall run through and including September 30, 2023.

#### ARTICLE V - USE OF PROJECT VEHICLES AND EQUIPMENT

1. Equipment funded under this agreement may only be used by the SUBRECIPIENT within two (2) miles of an elementary or middle school (schools K-8) as defined 23 USC 402.

2. Equipment purchased with federal funds that are no longer needed for its original purpose or program or for other activities currently or previously supported by a federal agency are to be disposed of according to Title 49 CFR 18.30.

#### ARTICLE VI - RECORDS AND REPORTS

1. The SUBRECIPIENT shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. It is expressly understood that the DEPARTMENT and the FHWA shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT will retain records subject to audit, for three (3) years from

the ending date of this Agreement.

## ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by mutual consent of both parties, or unilaterally by either party without cause.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws, and regulations.

2. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR must be followed by the SUBRECIPIENT. These references can be found at [www.access.gpo.gov](http://www.access.gpo.gov).

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

4. No member, officer or employee of the SUBRECIPIENT during his or her tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

6. 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 that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

7. 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 that 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.

8. 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 district courts for enforcement of this Agreement.

Venue for any such actions shall be in Carson City.

9. 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 an entity 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.

10. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.

11. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

12. 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.

13. 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.

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

15. 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 activities which form the subject of this Agreement.

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

17. This Agreement, and the attachments thereto: Attachment A - "Application" 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 specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

SUBRECIPIENT:  
Carson City Public Works

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director

Lucia Maloney  
Name (Print)

Approved as to Legality and Form:

Transportation Manager  
Title (Print)

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Signature

Adam Tully  
Name (Print)

Deputy District Attorney  
Title (Print)

DRAFT

# Attachment A

DRAFT

**Western Nevada  
Safe Routes to School  
TAP  
FFY 2021- FFY 2023**



Carson City Public Works Department is requesting non-infrastructure Transportation Alternatives Program (TAP) funding in the amount of \$596,758 with a 5% match from local funds of \$29,837 for a total of \$626,595 to continue the successful Western Nevada Safe Routes to Schools Program (WN-SRTS). Please see Appendix A for projected WN-SRTS budget from FFY 2021-FFY 2023. Western Nevada Safe Routes to Schools has been providing exceptional active transportation programming for children and families in the Western Nevada Region since 2012. The Western Nevada Region includes Carson City, Douglas County, Lyon County and Storey County. This funding request represents a commitment to continue and expand the WN-SRTS program through FFY2023.

The Western Nevada Safe Routes to Schools Program continues to grow and adapt to best serve our communities. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada's children. In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community. The program aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. WN-SRTS aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students' safety during the school commute and reducing traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

Successful Safe Routes to Schools projects change the way students and parents choose to travel to and from school. Working with a wide range of community partners including law enforcement, planning and public works, school districts, and non-profit organizations, this funding opportunity can induce mode shifts and increase safety for students while promoting healthy lifestyles, improving academic achievement, and most importantly, having fun.

WN-SRTS has had many past successes over the years. Recently, the current WN-SRTS Coordinator was able to build on successful programs like the WN-SRTS Champions and successfully partnered with the Carson City Sheriff's Office for increased safety outreach around Carson City schools. The WN-SRTS Coordinator also launched a pedestrian safety education campaign with posters across Carson City on JAC bus shelters. WN-SRTS completed a Bicycle and Pedestrian Safety Study for eight Elementary and Middle schools in Carson City. This safety study detailed existing walking and biking barriers for each school and methodologies for mending these barriers. In June, 2020, the Carson City Board of Supervisors approved an ordinance to revise and expand Carson City School Zones, which has not been done since 1992. The Carson City School Zone extensions were supported by both the Carson City School District Superintendent and the Carson City Sheriff's Office.

WN-SRTS serves a diverse mix of schools, from urban schools in Carson City to rural schools along state highways. One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as, advocacy to support safe walking and bicycling. Program activities are variable and may include *Walking Wednesdays*, *Trekking Thursdays*, bike trains, in-class safe pedestrian and bicyclist education for K-8, and encouragement days. All WN-SRTS activities are designed to ensure students experience the benefits of

physical activity and knowledge to empower students to walk or bike to school independently and safely.

The WN-SRTS program incorporates the Six E's: Education, Encouragement, Engineering, Enforcement, Evaluation, and Equity. Each of these goals contributes to the overall success of the program. In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS supports this new initiative and is looking forward to active Engagement within the Western Nevada community. In the following paragraphs, each of the "E's" is illustrated through representative program activities. While this is not an exhaustive list of all program activities, it clarifies how these principles guide our daily activities and long-term strategy, and represents the types of activities that can be expected if this proposal is funded.

Education is one of the key aspects of the WN-SRTS Program, and we are pleased to be able to offer a variety of educational resources to participating schools and partner organizations. For this new funding cycle, WN-SRTS will support ongoing bike education weeks at Carson City School District (CCSD), Douglas County School District (DCSD), Lyon County School District (LCSD) and Storey County School District (SCSD) by providing children's helmets, maintenance of bikes, and WN-SRTS Champion support. A Helmet Educator's program will be developed to teach Middle School student volunteers how to fit helmets for elementary students. If the Safe Routes to All Schools Act (or a similar bill) is passed and enacted to expand Safe Routes to School eligibility to High Schools, WN-SRTS proposes to set aside funding for a Bicycle and Pedestrian Friendly Driver Program directed to high school students learning how to drive. The Bicycle and Pedestrian Friendly Driver Program teaches drivers what it is like to ride a bicycle on a busy road, or cross a multilane road as a pedestrian so that new drivers can understand how and why bicyclists and pedestrians move and how to drive safely with bicycles and pedestrians. Finally, WN-SRTS will regularly create safety outreach with NDOT and the Sheriff's Office for "Thank you for Driving Safely" campaigns directed at drivers in school zones and educational outreach to encourage safe driving and safe walking and biking. "Thank you for Driving Safely" campaigns started in Las Vegas through Safe Routes to School. Outreach campaigns like these are an effective reminder to drivers and parents to be aware and safe while driving in school zones.

The Encouragement aspect of the WN-SRTS program is designed to promote active transportation and help kids and families see that choosing to walk or bike is not only a healthy choice, it's also fun! Schools choose to participate in special events like Walk to School Day, Bike to School Day, and Nevada Moves Day. More schools are adding additional encouragement days and programs, like *Be Bold, Walk in the Cold* winter walking days and *Walking Wednesday* programs that last throughout the school year. Schools can receive small incentives (slap bracelets, stickers, pencils) for participating in events, or schools can choose to hold raffles for more substantial prizes (bikes, scooters, helmets). As more schools add programming and the number of participants increases, we foresee a need for additional incentives to promote the program while a culture of walking and biking is built at the schools.

If approved, a WN-SRTS incentive program will be laid out in the Carson City School District Achievement Level Program. The Carson City School District Achievement Level Program contains details of how WN-SRTS will support national, statewide and school events for Carson City School District. Once situated in Carson City, The School District Achievement Level Program can be implemented in Douglas, Lyon and Storey Counties. Please see Appendix B for an example of the Carson City School District Achievement Level Program.

WN-SRTS recognizes that the built environment around a school is a primary determinant of whether or not kids and families choose active transportation. Engineering is a critical part of creating long-term change by improving safety and comfort for non-motorized users. A comprehensive list of infrastructure projects was created for Carson City as part of the Bicycle and Pedestrian Safety Study in 2020, funded with a previous SRTS grant. The Bicycle and Pedestrian Safety Study identified three major areas of focus based on parent and student surveys taken in 2019.

For this funding cycle, Carson City and WN-SRTS will focus future infrastructure projects to support 1. Safer intersections and crossings 2. Improved sidewalks and continuous pathways and 3. Slowing traffic along route to school. This is a long-term plan that identifies where and what improvements are necessary to improve safety for pedestrians and bicyclists in Carson City. WN-SRTS plans to contract with a planning and design firm to conduct Bicycle and Pedestrian Safety Studies for Douglas and Lyon counties. Moving forward, the Bicycle and Pedestrian Safety Studies and subsequent recommendations will help strengthen WN-SRTS's ability to prioritize Champion outreach, improve communication between WN-SRTS and Lyon and Douglas counties, anticipate and prioritize infrastructure projects necessary for improving pedestrian and bicyclist safety.

Transportation planners and engineers work collaboratively with WN-SRTS to help improve the infrastructure environment around schools. Whether participating in Walk Audits, reviewing plans, or designing and implementing interventions, these professionals' expertise is a valuable resource to this program. One recent example of this partnership is the incorporating of the Carson City's School District Bicycle and Pedestrian Safety Study findings into the Regional Transportation Plan 2050. The findings include detailed infrastructure and programmatic recommendations for Carson City's eight Elementary and Middle Schools.

In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS is excited to focus on Engagement to grow support for the program. In the Stanford Innovation Review Journal in 2016, Melody Barnes and Paul Schmitz described the importance of community engagement, "Engaging a community is not an activity that leaders can check off on a list. It's a continuous process that aims to generate the support necessary for long-term change. The goal is to encourage intended beneficiaries not just to participate in a social change initiative but also to champion it." With this new grant, WN-SRTS strives for persistence, patience and partnerships within the Western Nevada Region.

One of the cornerstones of the WN-SRTS program is successful partnerships. Western Nevada Safe Routes to Schools enjoys support from a wide variety of community partners, including law enforcement, public works and transportation agencies, non-profit organizations, and health providers.

In past programs, Enforcement was encouraged as one of the 6 essential "E's" of a Safe Routes to School Program. WN-SRTS has worked with and will continue to partner with law enforcement agencies to improve safety, and also conducts low-level enforcement activities, including passing out NDOT-supplied School Zone Safety Cards and providing education to parents during the drop-off and dismissal periods. WN-SRTS has a very strong relationship with the Carson City Sheriff's office (CCSO). The CCSO has rolled out safety campaigns and regularly communicates with the public about safety in school zones.

In the next funding cycle, the CCSO, WN-SRTS and NDOT plan to work together for school zone safety campaigns like “Thank you for Driving Safely”. CCSO, WN-SRTS, and Carson City Public Works IT are compiling baseline data on CCSO citations within school zones. This data will inform WN-SRTS on the number, frequency and method of infraction (speeding, U-turn, failure to stop at crosswalk). WN-SRTS will use this information to prescribe safety outreach and education for each school zone.

WN-SRTS uses surveys, tallies, safety audits and asset management to determine the best course of action. Evaluating data is key to determining the scope and success of a Safe Routes to School program. This program collects data on a number of different program activities, such as school participation in special events, student travel tallies, numbers of helmets distributed, and student participation at WN-SRTS events. WN-SRTS has also collected school asset data including sidewalk and curb ramp digitization in Carson City, Lyon and Douglas counties, and school sign inventories in Carson City.

In 2019, WN-SRTS collected survey data for the 2020 Bicycle and Pedestrian Safety Study from Carson City School District. Over 350 parent surveys and 700 Middle School student surveys were collected. If approved, WN-SRTS will send out similar parent and student surveys to Douglas and Lyon County schools. Regular student tallies of how students travel to and from school will be distributed to all WN-SRTS schools. Evaluation of data is essential to WN-SRTS success. Based on data collection and community feedback, WN-SRTS can assess and develop the program to make walking and biking to school safer and more enjoyable.

Making sure every child has the opportunity to participate and succeed is at the root of the program. Equity is a critical component of all 6 essential “E’s”. WN-SRTS assesses the distribution of funding and implementation of pedestrian and bicycling programs, policies and infrastructure improvements and whether that distribution is appropriate. In the last funding cycle, asset location data of sidewalks, curb ramps and bike lanes were surveyed in Carson City, Lyon and Douglas Counties. With this data, WN-SRTS can bring attention to discontinuous access to pedestrian and bicycle facilities surrounding specific schools and work to resolve those issues.

This funding cycle will allow WN-SRTS to map vulnerable neighborhoods and schools to specifically engage low-income communities, thereby expanding on available activities such as regular *Walking Wednesdays*, *Trekking Thursdays* and will aim to improve bike and pedestrian access and education everyone can participate in. New funding will allow recruitment of bilingual Safe Routes to Schools Champions; expanding the communication channels that we use, including our social media presence; and strategizing ways to provide value to schools and communities through expanded educational offerings, technical assistance, and programmatic solutions.

As WN-SRTS continues to grow, the need for additional manpower to help the program reach its potential is realized. There are currently four WN-SRTS Champions; one in Douglas County, one in Lyon County and two in Carson City. WN-SRTS would like to continue to expand WN-SRTS Champion presence within school. WN-SRTS will continue to work with school districts to incorporate Safe Routes to Schools into school district transportation policies. This approach has been proven to increase the rate of walking and bicycling.

Following the WN-SRTS Achievement Level Program, in the next funding cycle, Physical Education teachers will be critical school contacts. For those schools that choose to participate, a part-time WN-SRTS

Champion will be provided to help support and coordinate school-related programs. The role of the Champion is to expand program activities at their assigned school(s). As a result of funding obtained in the previous grant cycle, the Champions have worked with 15 schools in the WN-SRTS service area. Due to the WN-SRTS Champion program, there has been an increase in activities at the schools including winter walk days, increased Safe Routes to Schools participation in school-sponsored activities, and targeted safety outreach campaigns to parents and caregivers. The Champion role will expand to other aspects of the program such as administrative and program development activities. Champions have had and will continue to have opportunities to participate in continuing education such as webinars and conferences to add to their knowledge-base and expand their ability to contribute to the program. Western Nevada Safe Routes to School provides technical assistance and oversight to the Champions, but the Champions are present at the school on a regular basis, serving as a liaison and organizing the day-to-day activities of the program to help it thrive. This request includes funding for the Champions program, which is continuing successfully.

This funding will support Champions efforts to enlist the help of interested and enthusiastic volunteers. Volunteers provide support as Walking School Bus “Drivers” and Bike Train “Conductors” leading Walking School Buses and Bicycle Trains to the elementary schools. Champions and volunteers leading groups of students help address parent’s safety concerns about their kids walking alone or without supervision. Volunteers can assist with Bicycle and Pedestrian Safety education and can participate in community outreach booths for fitting helmets and providing education. Muscle Powered volunteers play an important role by providing assistance at bicycle rodeos and educational events. As opportunities for volunteer participation expand and new program activities are added, these partners and others will continue to play a crucial role in ensuring Western Nevada Safe Routes to Schools is able to deliver the best programming to our students. This program identifies and recruits volunteers in our communities and provides background checks and training to help them be successful in their role.

This funding cycle will include a Helmet Educator’s program to teach Middle School students how to fit helmets for elementary students. Volunteer support benefits the WN-SRTS program’s students by providing additional community role models for safe walking and biking. At the same time, our volunteers benefit by getting to spend time with the kids, be active, and give back to their communities.


Without participating schools, there would be no program. Our school partners are enthusiastic about the program, participating faithfully in annual events like Walk to School Day and even initiating their own programs to encourage walking and bicycling to school. As the program moves forward, WN-SRTS recognizes the need to remain responsive to the evolving needs of the schools and communities we serve. Development, population growth, and changing demographics will impact our program. While it is impossible to predict the impacts that these changes will have on Safe Routes to Schools, it is assured that a nimble, responsive, and flexible program will best address the challenges faced in our communities.

Through this funding opportunity, Western Nevada Safe Routes to Schools will continue working hard to engage with new and existing partners and develop innovative strategies to meet the goals of the Federal Safe Routes to School Program.

Appendix A


WN-SRTS BUDGET FFY 2021-FFY2023	TOTAL
PERSONNEL COSTS	294,666.10
CONSULTANT/CONTRACT SERVICES	181,000.00
PROGRAMMING	30,000.00
TRAVEL & TRAINING	8,500.00
SUPPLIES & EQUIPMENT	81,100.00
SUBTOTAL	595,266.10
LOCAL MATCH 5.00%	31,329.80
<b>TOTAL</b>	<b>626,595.90</b>

Appendix B



# Safe Routes to School

## Achievement Level Program



The CCSD Safe Routes to School (SRTS) Achievement Level Program recognized individual school efforts to improve and promote safe walking and bicycling. The program can also be a roadmap and assessment tool. Schools can plot out steps to move their school forward and can annually assess their achievements.

FIRST STEP	SILVER	GOLD
<b>THE ACTION:</b>	<b>THE ACTION (continued)</b>	<b>THE INCENTIVE (continued)</b>
1. Complete a SRTS school partnership form.	3. Participate in a second walking/bicycling encouragement event.	\$50 of incentives for the walking/biking program and 5 adult t-shirts
2. Identify a SRTS school champion (contact person).	4. Administer surveys once per year and return a minimum of	Technical assistance and programmatic support from the SRTS staff
3. Hold one walking/ bicycling safety education activity a year (e.g. assembly, lesson plans, bike rodeo)	100 SRTS Parent Surveys in even years	A SRTS banner to post events outside school and social media recognition.
4. Post a walking/bicycling safety tip on school website, parent newsletter or in highly visible location for parents to see.	10 SRTS Student Tally sheets in odd years	<b>PLATINUM</b>
5. Complete and remit the SRTS annual survey form.	<b>THE INCENTIVE:</b>	<b>THE ACTION:</b>
<b>THE INCENTIVE:</b>	Window Decal for entry doors or office	1. Meet the Gold requirements.
CD with SRTS resources	Silver logo for digital/printed material.	Integrate SRTS with the school reward system.
<b>BRONZE</b>	Priority notification status	2. Start or continue a SRTS parent reward system.
<b>THE ACTION:</b>	Variety of premium NV Moves Day incentives, such as T-shirts, zipper pulls and slap bracelets.	3. Start or continue a student or parent safety club/committee.
1. Meet the first step requirements	<b>GOLD</b>	4. Include students in SRTS program planning OR share successes and lessons learned at the local and/or national level.
2. Draft a SRTS action plan or have one on file	<b>THE ACTION:</b>	5. Administer surveys once per year and return a minimum of:
3. Communicate the school SRTS action plan to the community (e.g. newsletters, parent-teacher conferences, open houses, website, etc.)	1. Meet the Silver requirements	200 SRTS Parent Surveys in even years
4. Participate on one encouragement event annually (e.g. Nevada Moves Day, Walk to School Day, Bike to School Day)	2. Start or continue a weekly walking/bicycling program	15 SRTS Student Tally sheets in odd years
<b>THE INCENTIVE:</b>	3. Update school website with safety message quarterly.	<b>THE INCENTIVE:</b>
Window Decal for entry doors or office	4. Annually update the school action plan and remit a copy to SRTS office.	Window decal for entry doors or office.
Bronze logo for digital/printed material.	5. Communicate regularly with the school community about SRTS efforts	Platinum logo for digital/printed material.
Priority status for encouragement event (eg. NV Moves Day, Walk to School Day)	6. Administer surveys once per year and return a minimum of	A SRTS banner with a dated decal.
<b>SILVER</b>	150 SRTS Parent Surveys in even years	Priority notification status
<b>THE ACTION:</b>	12 SRTS Student Tally sheets in off years	Variety of premium NV Moves Day incentives.
1. Meet the Bronze Requirements	<b>THE INCENTIVE:</b>	\$100 of incentives for the walking/biking program and five adult SRTS t-shirts.
2. Hold second walking/bicycling educational activity	Window Decal for entry doors or office	Technical assistance and Programmatic support from SRTS staff.
		In addition to Gold recognition incentives, local media and other recognition opportunities.

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** May 12, 2021  
**To:** Regional Transportation Commission  
**From:** Justin Tiarney, Street Supervisor  
**Date Prepared:** April 26, 2021  
**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 March 2021**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	1,110
Street Patching Operation (tons of asphalt)	43	436
Pot Holes Repaired	0	25

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	43	230
Tree Removal	4	19
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	975	4,485
Tree Work for Other Departments	0	27
Weed Abatement Chemical Sprayed (gallons applied)	4,700	11,749

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	31	261
Curb & Gutter (linear feet)	269	1,243
Sidewalk & Flat Work (sq/ft)	696	10,572
Wheel Chair Ramps	0	1
Misc.		4,062

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	100	300
Shoulder Work on Asphalt Roads (feet)	4,600	40,844
Debris Cleaned	40	132

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	480	2,030
Lineal foot of ditch cleared	3,000	22,060
Pipe Hydro Flushed (linear feet)	1,421	2,257

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	1,030	6,051
Material Picked Up (yards)	332	2,587
City Parking Lots Swept	24	40

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	52	354
Bins Hauled for Sweeping Operation (yards)	41	259
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	36
Changed Lamp Post Banners	0	42
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	72	329
Signs Replaced	65	277
Sign Post Replaced	4	46
Signs Refurbished/Replaced due to Graffiti Damage	17	96
Delineators Replaced	9	104
Cross Walks Painted	0	199
Stop Bars Painted	0	215
Yield Bars Painted	0	89
Right Arrows Painted	0	19
Left Arrows Painted	0	123
Straight Arrows Painted	0	22
Stop (word) Painted	0	33
Only (word) Painted	0	0
Bike Symbol & Arrow	0	3
Install Street, bicycle, and pedestrian counters	4	46
Curb Painted (linear feet)	131	319

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	2	13
Sand/Salt mixture applied (Yards)	58	395
Brine mixture applied (Gallons)	3,485	13,400
Rain Event/Flood Control	0	4
Drainage Inlets Cleared	0	504
Material removed from S/D system	0	28
Wind	0	0



# Project Status Report

6-C

## Carson City Regional Transportation Commission Capital Project Information

Meeting Date: May 12, 2021

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518001 - South Carson Street Complete Streets Project	\$20,025,235	2
P303518003 - Freeway Multi-Use Path to Colorado Street	\$1,120,343	3
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$61,849	4
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$76,112	5
P303519009 - Roop Street Rehabilitation Project	\$23,913	6
P303519010 - Fairview Drive Rehabilitation Project	\$938,218	7
P303519014 - FY 2020 District 2 Northridge Dr. Pavement Reconstruction	\$51,103	8
P303520001 - FY 2020 District 2 Long Street Project	\$69,940	9
P303520002 - FY 2020 District 2 Telegraph Street Project	\$612,016	10
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$59,069	11
P303521001 - Colorado Street CDBG Pavement Project	\$42,307	12
P303521004 - FY 2021 District 3 Deer Run Road Pavement Preservation	\$5,321	13
P303521005 - FY 2021 District 3 Clear Creek Road Pavement Preservation	\$3,977	14
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$477	15
P303521007 - 2021 School Zones	\$840	16
	<b>\$23,090,717</b>	

\*As of May 3, 2021; includes design, construction management, and construction costs to date.

**Project Name:** South Carson Street Complete Streets Project  
**Project Number:** P303518001 & P303517037  
**Department Lead:** Public Works

Project Cost to Date	\$20,025,235	As of Date	Grant Funded	Total Budget
		March 1, 2021	Yes	\$21,366,993
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5053705	507010	Stormwater Fund	19/20	\$3,610,811
5203502	507010	Water Fund	19/20	\$557,000
5103205	507010	Wastewater Fund	19/20	\$231,000
2503035	507010	RT Fund (State/TIGER)	19/20	\$14,188,384
6037510	507010	Redevelopment Fund	19	\$205,000
3100615	507010	Infrastructure Fund	19/20	\$2,574,798

**Project Description**

**Project Length** 2.5 Miles of roadway reconstruction, sidewalk and utility improvements.  
 This project includes roadway resurfacing and the addition of Complete Streets improvements on South Carson Street corridor between Fifth Street & Appion Way (includes a portion of the Frontage Road). The contractor building the project is Sierra Nevada Construction (SNC).

**Project Justification**

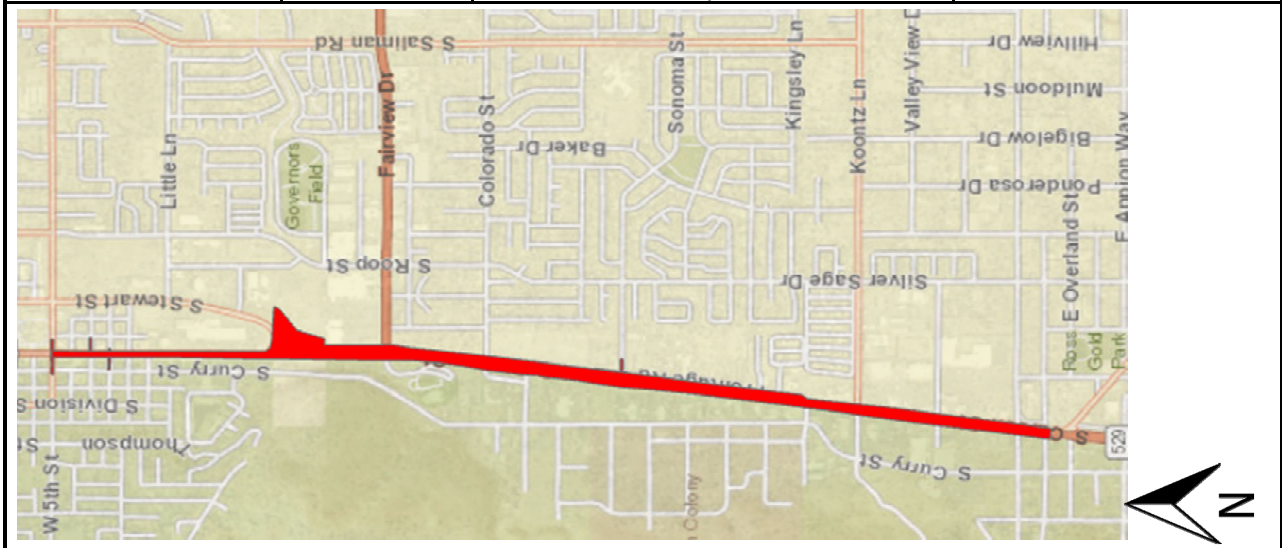
Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372.

**Project Status**

Construction by SNC began in March 2020. Only minor items of work remain including completion of the fiber connections and installation of traffic signal loop detectors. Landscaping is also nearing completion. Work is anticipated to be fully completed within the next couple of months.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed
Design	Aug-18	Oct-19	N/A
Construction	Mar-20	May-21	12/27/2019



**Project Name:** Freeway Multi-Use Path to Colorado Street  
**Project Number:** P303518003  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$1,120,343	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	Yes	\$1,141,771
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,084,682
2503035	507010	RT Fund	FY20	\$57,089

**Project Description**

**Project Length** 0.8 miles (4,200 feet) of multi-use path.

Design and construction of a multi-use path and associated improvements. The project is located on the west side of I-580 between the existing linear ditch path and Colorado Street. It also includes construction of new barrier rail along the freeway ramp.

**Project Justification**

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

Construction of the project is complete. This project will be removed from the project status report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-19	Sep-19	18-Feb-19
Construction	May-20	Oct-20	23-Sep-19



**Project Name:** Freeway Multi-Use Path to Edmonds Sports Complex  
**Project Number:** P303518008  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$61,849	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	Yes	\$1,618,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

**Project Description**

**Project Length** 2.3 miles of multi-use path.

This project will construct multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

**Project Justification**

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

This project is currently in the design phase. 90% Plans will be delivered to NDOT for review in May or early June. NDOT is completing the environmental clearances. The project construction is planned for the Summer of 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-21	23-Sep-19
Construction	May-22	Oct-22	TBD



**Project Name:** Kings Canyon Trailhead Improvements and Roadway Reconstruction Project  
**Project Number:** P303519006  
**Department Lead:** Public Works

Project Cost to Date	\$76,112	As of Date	Grant Funded	Total Budget
		May 3, 2021	Yes	\$5,158,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
5053705	507010	Stormwater Drainage	FY21	\$35,400
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$4,854,500

**Project Description**

**Project Length** 0.82 miles (4,300 feet) of full roadway reconstruction.

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

**Project Justification**

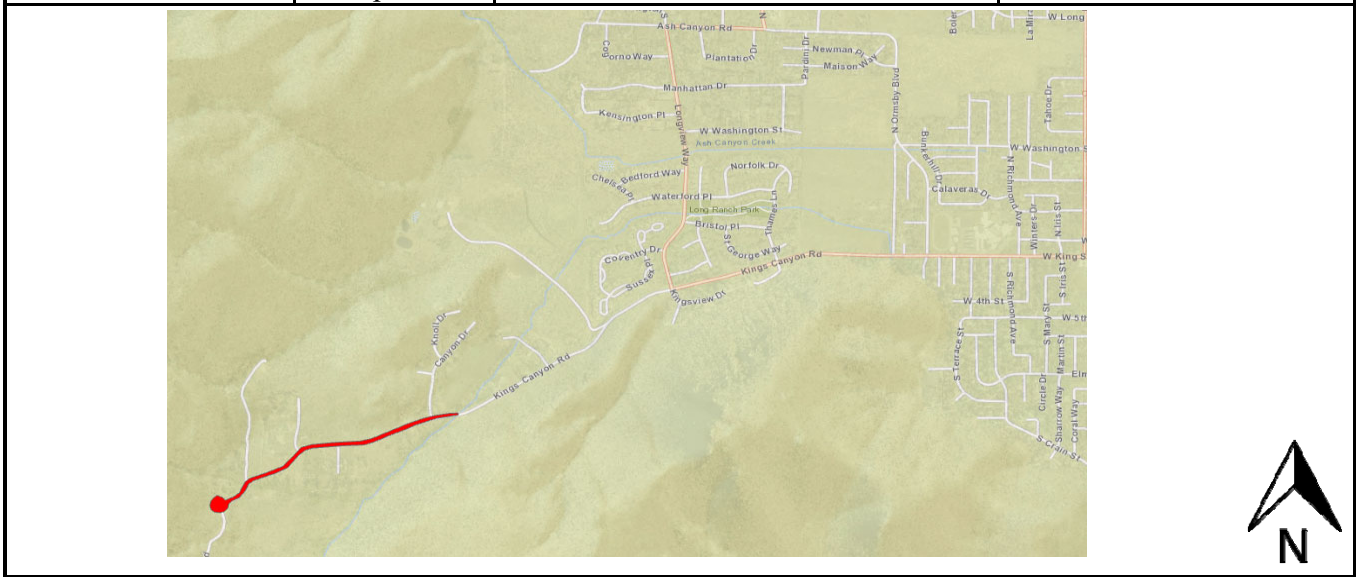
The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project totaling \$3,707,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$35,350 to the RTC Fund to contribute to the local match. Additional local funding is budgeted to cover project administration costs.

**Project Status**

Project costs have been updated to reflect the latest construction cost estimate. Carson City has certified the right-of-way and the utilities. FHWA has released the project for bid. Construction is estimated to begin in early July 2021 with completion late fall.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Apr-21	Nov-21	N/A



**Project Name:** Roop Street Rehabilitation Project  
**Project Number:** P303519009  
**Department Lead:** Public Works

Project Cost to Date	\$23,913	As of Date	Grant Funded	Total Budget
		May 3, 2021	No	\$641,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000

**Project Description**  
**Project Length** 0.2 miles (1,200 feet) of full roadway reconstruction.

This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

**Project Justification**

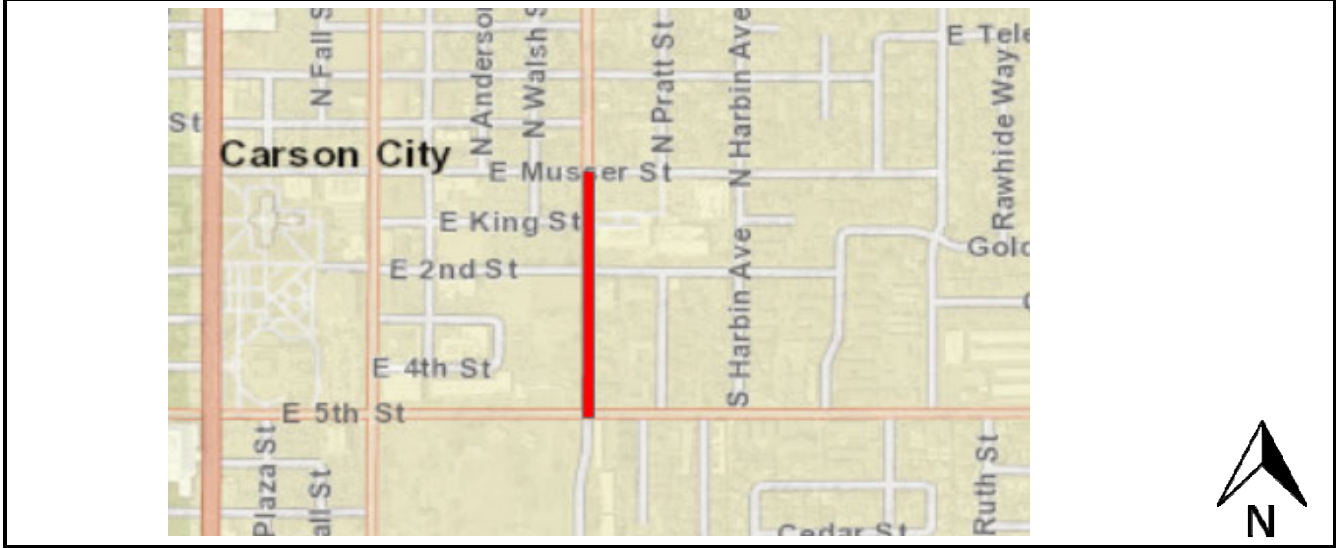
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

**Project Status**

This project is currently in the preliminary design phase. City staff are negotiating with a consultant to complete the design. Design will continue through 2021. Construction will occur in 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Dec-21	N/A
Construction	Apr-22	Sep-22	N/A



**Project Name:** Fairview Drive Rehabilitation Project  
**Project Number:** P303519010  
**Department Lead:** Public Works

Project Cost to Date	\$938,218	As of Date	Grant Funded	Total Budget
		May 3, 2021	Yes	\$994,256
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-STBG)	FY19/20	\$589,278
2503035	507010	RT Fund	FY19/20	\$31,015
5203505	507010	Water Utility Fund	FY20	\$373,963

**Project Description**

**Project Length** 0.25 miles (1,300 feet) of roadway reconstruction.

This project includes the rehabilitation and reconstruction of Fairview Drive between Carson Street and Roop Street. The project includes a partial reconstruction and a partial mill and overlay with patching of the roadway. The project also includes the replacement of 1,300 feet of waterline. Other project improvements include the construction of new sidewalk, repair of existing sidewalk, stormwater

**Project Justification**

Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

**Project Status**

Construction of the project is complete. This project will be removed from the project status report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-19	Aug-19	N/A
Construction	Apr-20	Nov-20	21-Aug-19



**Project Name:** FY 2020 District 2 - Northridge Drive Pavement Reconstruct  
**Project Number:** P303519014  
**Department Lead:** Public Works

Project Cost to Date	\$51,103	As of Date	Grant Funded	Total Budget
		May 3, 2021	Yes	\$1,135,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal - STBG)	FY20/21	\$989,660
2503035	507010	RT Fund	FY20/21	\$145,340

**Project Description**

**Project Length** 0.42 miles (2,200 feet) of roadway reconstruction.  
 The project includes full depth pavement reconstruction and ADA upgrades to curb ramps along Northridge Drive between Carriage Crest Drive and Eastridge Lane.

**Project Justification**

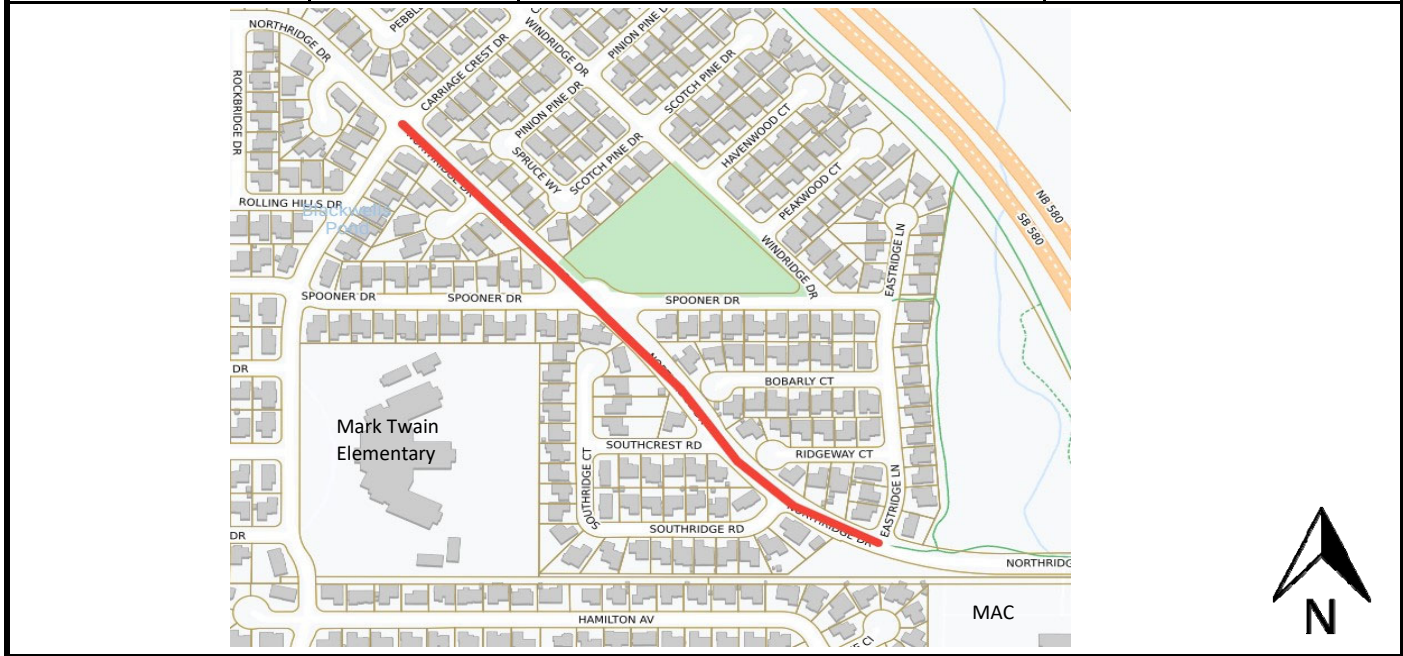
The pavement condition along this segment necessitated reconstruction. There are ADA deficient curb ramps along the road. Federal Surface Transportation Block Grant (STBG) funds are being used on this project through an LPA agreement with NDOT.

**Project Status**

The construction contract was awarded to A&K Earthmovers Inc. at the December 2020 RTC Board Meeting. Construction is anticipated to begin on June 1, 2021.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Mar-20	Sep-20	NA
Construction	Jun-21	Sep-21	Sep-20



**Project Name:** FY 2020 District 2 Long Street Project  
**Project Number:** P303520001  
**Department Lead:** Public Works

Project Cost to Date	\$69,940	As of Date	Grant Funded	Total Budget
		May 3, 2021	No	\$1,797,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5203505	507010	Water Fund	FY20	\$898,305
5103205	507010	Wastewater Utility Fund	FY20	\$207,540

**Project Description**

**Project Length** 0.55 miles (2,900 feet) of sewer, water, and roadway replacement.

The project includes the installation of 8" waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.

**Project Justification**

The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.

**Project Status**

Design has been completed. The project is out to bid. Construction is planned for this summer.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	Oct-21	TBD



**Project Name:** FY 2020 District 2 - Telegraph Pavement Reconstruct  
**Project Number:** P303520002  
**Department Lead:** Public Works

Project Cost to Date	\$612,016	As of Date	Grant Funded	Total Budget
		May 3, 2021	No	\$621,872
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$132,179
5203505	507010	Water Utility Fund	FY20	\$92,074
5103205	507010	Wastewater Utility Fund	FY20	\$137,619
6037510	507010	Redevelopment Fund	FY20	\$260,000

**Project Description**

**Project Length** 250 feet of waterline, sewer pipe, sidewalk replacement, and roadway reconstruction. Roadway and sidewalk reconstruction of Telegraph St between Carson and Plaza. This project includes replacement of water and sewer in Telegraph St between Carson and Plaza.

**Project Justification**

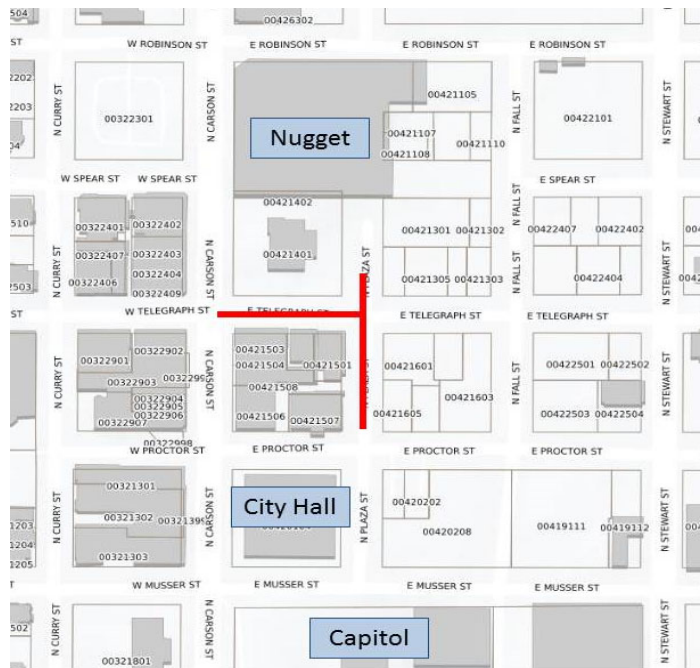
The existing pavement and utility conditions necessitate reconstruction. There are also ADA deficiencies along the sidewalk and a lack of curb ramps at crosswalk locations. This project will tie into the Downtown Carson Street Improvements.

**Project Status**

The contractor, Aspen, is completing some final curb painting. The construction team is moving to closeout the project. This project will be removed from the project status report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Jun-20	NA
Construction	Aug-20	Nov-20	NA



**Project Name:** Robinson Area Sewer Replacement Project  
**Project Number:** P320121001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$59,069	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	No	\$2,923,409
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905

**Project Description**

**Project Length** 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.

The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

**Project Justification**

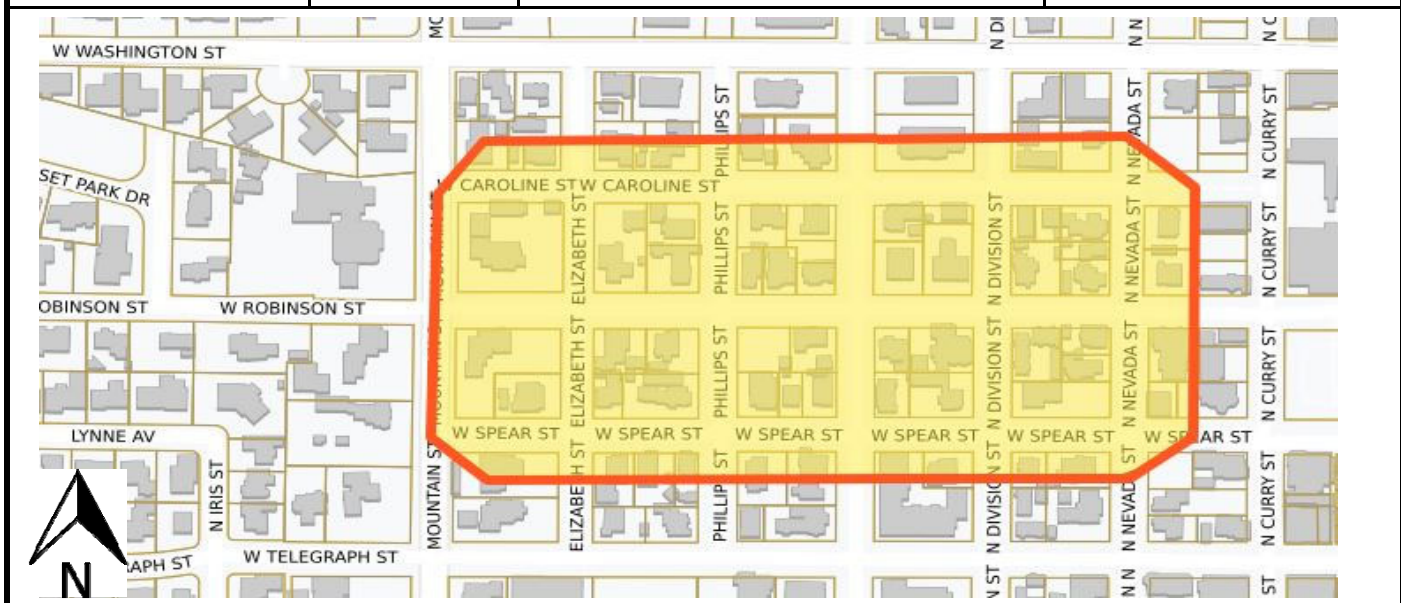
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

**Project Status**

90% Design plans have been completed. Staff are working to finalize the 100% plans. The project will be bid the summer. It is anticipated that construction of the project will occur this fall, but this is dependant on the Contractor's schedule.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Nov-21	NA





**Project Name:** FY 2021 District 3 - Deer Run Road Pavement Preservation  
**Project Number:** P303521004  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$5,321	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	No	\$250,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$250,000

**Project Description**

**Project Length** | 2.6 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Deer Run Road between US 50 and Sedge Road. Includes pavement patching, shoulder work, and signing and striping upgrades.

**Project Justification**

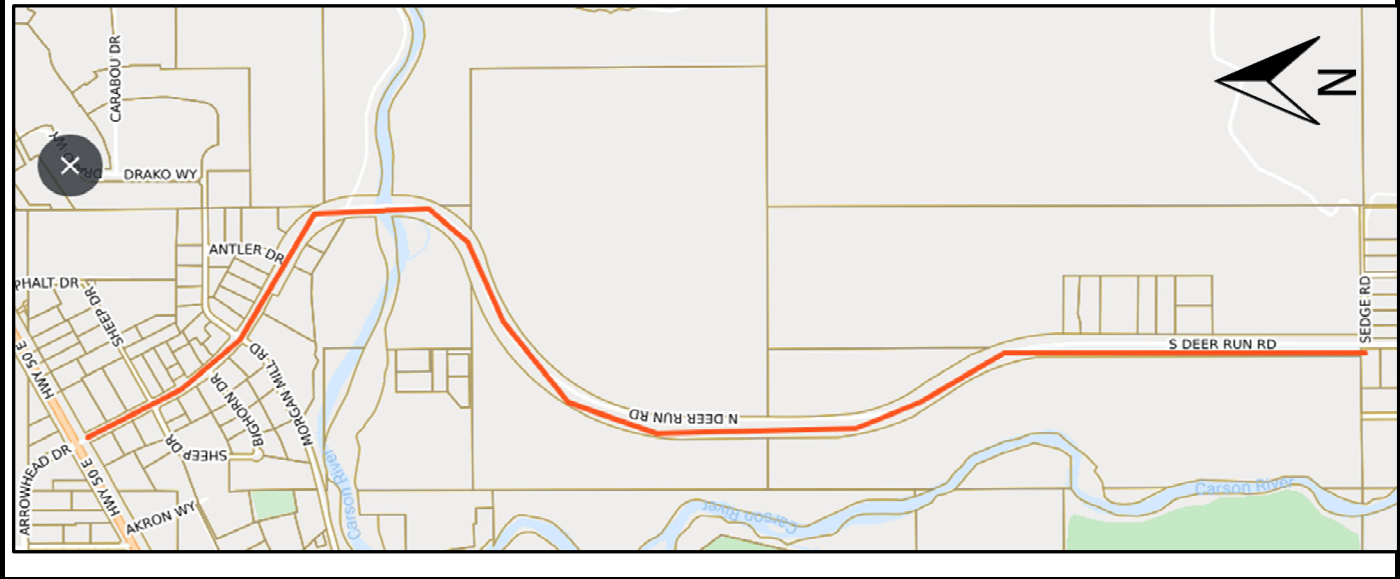
Deer Run Road provides access to industrial, residential, and recreational areas and provides access to the southeastern side of Carson City. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this rural roadway.

**Project Status**

Design has been completed and the project is out to bid. Construction is planned for this summer.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Mar-21	NA
Construction	Jun-21	Aug-21	NA



**Project Name:** FY 2021 District 3 - Clear Creek Road Pavement Preservation  
**Project Number:** P303521005  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$3,977	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	No	\$148,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY21	\$148,000

**Project Description**

**Project Length** | 0.46 miles (2,450 feet) of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Clear Creek Road between US 395 and Vista Grande Boulevard. It also includes sealing of Vista Grande Boulevard between Clear Creek Road and the Douglas County Line. Other items of work include pavement patching and striping.

**Project Justification**

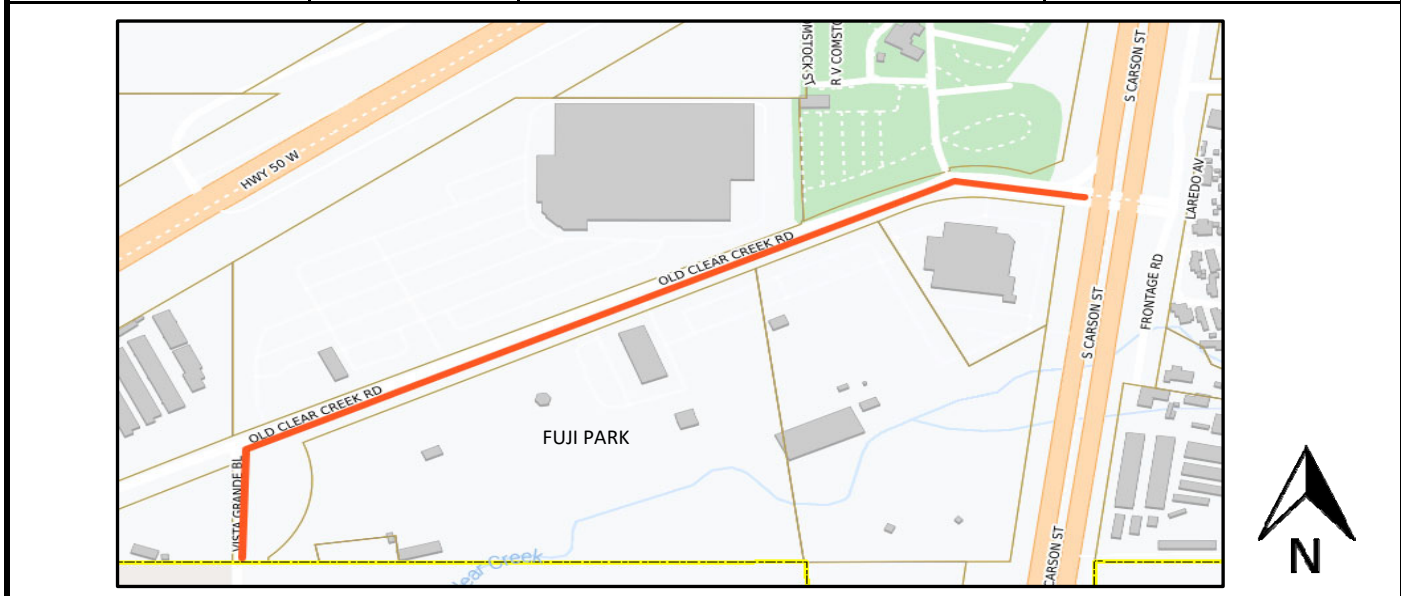
This high volume route provides access to commercial, residential, and recreational areas. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration.

**Project Status**

Design has been completed and the project is out to bid. Construction is planned for this summer.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Mar-21	NA
Construction	Jun-21	Aug-21	NA



**Project Name:** District 3 Center Drive Reconstruction Project  
**Project Number:** P303521006  
**Department Lead:** Public Works

Project Cost to Date	\$477	As of Date	Grant Funded	Total Budget
		May 3, 2021	No	\$990,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$765,000
5103205	507010	Waste Water Fund	FY21	\$225,000

**Project Description**

**Project Length** 2,200 feet of sewer installation and roadway reconstruction.

Reconstruction of Center Drive between Snyder Ave and Clear Creek Road. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of Sanitary Sewer, and drainage improvements.

**Project Justification**

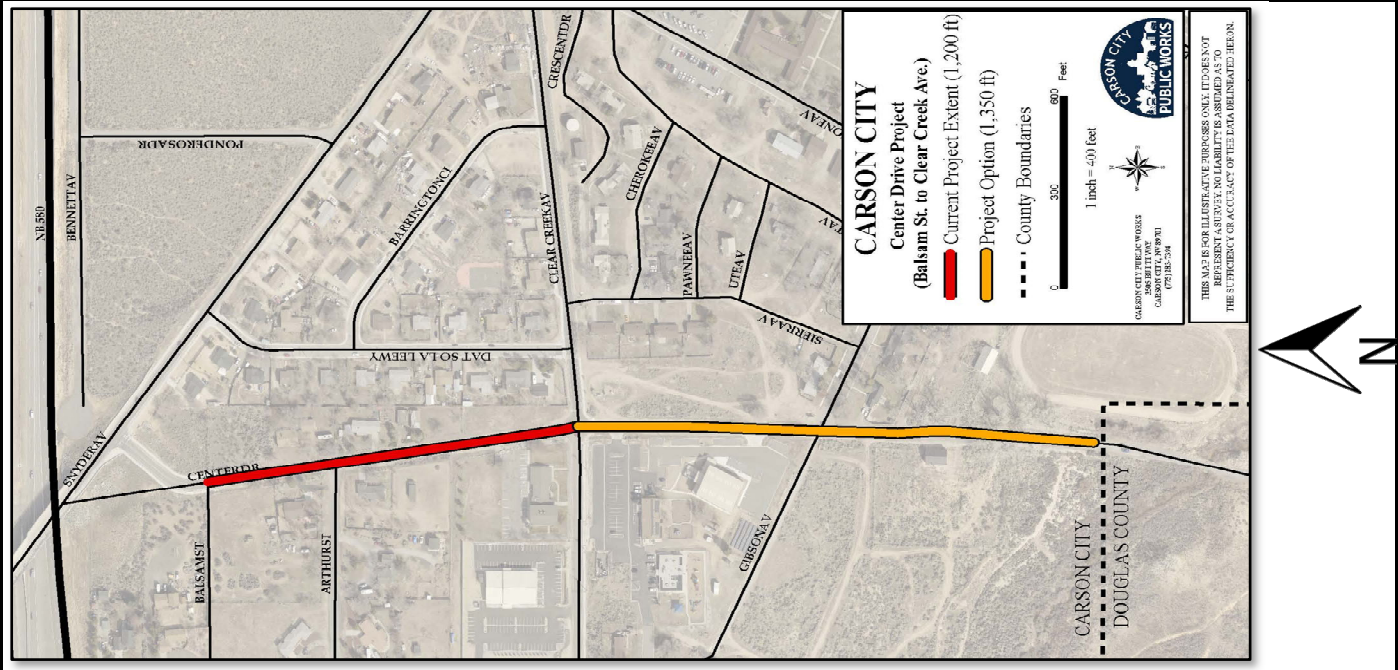
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

**Project Status**

Additional funding was added to the project to reflect the extension of the project limits. A design contract with NCE is anticipated to be approved at the May 2021 RTC Meeting. Design will begin this month.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA



<b>Project Name:</b> 2021 School Zones				
<b>Project Number:</b> P303521007				
<b>Department Lead:</b> Public Works				
<b>Project Cost to Date</b>	\$840	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 3, 2021	No	\$300,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	2021	\$300,000
<b>Project Description</b>				
<b>Project Length</b>	Five School Zones			
Adjustment of existing signing and installation of new school zone beacons and speed radar signs at select school zones in Carson City. School Zone include, Fritsch Elementary, Carson Middle School, Bordewich Bray Elementary, Eagle Valley Middle School, and Pioneer High School.				
<b>Project Justification</b>				
The Board of Supervisors budgeted \$300,000 from the General Fund for use by the RTC for a review and refinement of school speed limit zones, including possible changes to school speed limit zone sign locations, installation of new flashing beacons, and revisions to the school speed limit zone time restrictions. Revisions to be implemented as a part of this project are recommended to be focused primarily on those zones listed above. RTC approved staff's proposed approach at the March 10, 2021 meeting and provided direction to implement the identified possible refinements. Should any of the \$300,000 authorized remain, staff received RTC authorization to implement refinements to other school zone areas city-wide, in a consistent manner until funding is expended.				
<b>Project Status</b>				
Design is underway. 90% design plans are anticipated in late May. Construction is planned for August/Septemeber 2021.				
<b>Project Schedule</b>				
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>	
Design	Mar-21	Jun-21	NA	
Construction	Aug-21	Sep-21	NA	
City Wide				