



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

Day: Wednesday
Date: March 9, 2022
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

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

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

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 – February 9, 2022**
5. **Public Meeting Item(s):**

5-A For Discussion Only – Presentation and discussion regarding the Jump Around Carson (“JAC”) Fiscal Year (“FY”) 2021 Monitoring Report and long-range fiscal outlook.

Staff Summary: The JAC transit system operates public transit services in Carson City. It is primarily funded by Federal Transit Administration (“FTA”) grants and is required to report to the National Transit Database annually by October 31st. Staff will present an overview of the FY 2021 JAC Monitoring Report including ridership information and information regarding the near and long-term status of the Transit Fund budget.

5-B For Discussion Only – Presentation and discussion regarding the South Carson Complete Streets Project (“Project”).

Staff Summary: The construction of the Project was completed in 2021. Carson City Public Works staff will provide a summary of the Project milestones and accomplishments as well as the post-Project performance reporting required over the next three years as part of the Transportation Investment Generating Economic Recovery (“TIGER”) grant. Staff is currently in the process of closing out the Project.

5-C For Discussion Only – Presentation and discussion regarding an overview of the Carson City five-cent per gallon diesel fuel tax and the November 2022 Carson City Diesel Tax ballot question.

Staff Summary: Nevada Revised Statutes (“NRS”) 373.062 authorizes the Board of Supervisors to enact by ordinance a tax on diesel fuel sold in the Carson City in an amount not to exceed five cents per gallon. The Carson City Board of Supervisors enacted Ordinance 2020-7, now codified at section 21.05.020 of the Carson City Municipal Code, to impose a five-cent per gallon diesel fuel tax. That tax became effective August 1, 2020, but it is subject to a sunset provision providing that the diesel fuel tax will expire on December 31, 2022, unless Carson City voters approve a ballot question allowing the diesel fuel tax to continue. In preparation for a November 2022 ballot question, staff will provide an overview of the diesel fuel tax’s history, describe the collection and use of that revenue to date, and discuss the next steps in the process.

5-D For Possible Action – Discussion and possible action regarding preliminary roundabout design alternatives for the East 5th Street Reconstruction Project (“Project”) located between Fairview Drive and Marsh Road.

Staff Summary: This Project includes the expansion of the roundabout located at the East 5th Street and Fairview Drive intersection, along with pavement preservation, waterline replacement, and ADA upgrades between Fairview Drive and March Road. Staff will present a status update of the Project including the results of an alternatives analysis and traffic impact study for the roundabout prior to advancing Project design to 30%. The Project was approved as part of the Performance District 3.

5-E For Possible Action – Discussion and possible action regarding a determination that Herback General Engineering, LLC (“Herback”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Center Drive Rehabilitation Project (“Project”) and to award Contract No. 21300258 for the Project to Herback for a total not to exceed amount of \$1,136,611.03.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes pavement reconstruction and construction of new sidewalk on Center Drive between Snyder Avenue and the Douglas County line. The Project also includes sanitary sewer and drainage improvements. The not to exceed amount of \$1,136,611.03 includes Herback’s base bid of

\$1,055,691.50, an alternative bid item which lowered Herback's bid to \$1,033,282.75, plus a 10% contingency of \$103,328.28. The engineer's estimate was \$1,050,000.

5-F For Possible Action – Discussion and possible action regarding Contract 21300284 for HDR Engineering, Inc. (“HDR”) to perform civil engineering services for the Appion Way Intersection and Traffic Signal Design Project (“Project”) for a total not to exceed amount of \$223,120.

Staff Summary: The Project is an intersection improvement project in Performance District 4 and includes roadway and traffic signal design at the intersection of South Carson Street and Appion Way. The Project also includes preliminary design of the re-alignment of Snyder Avenue. HDR will assist Carson City staff by performing project management and completing the traffic signal and civil engineering design plans for the Project. The Project's not to exceed amount of \$223,120 covers two phases. Phase 1 will require the expenditure of a not to exceed amount of \$153,984.00 during Fiscal Year (“FY”) 2022. RTC has the right to exercise an option for Phase 2, which would require the expenditure of an additional amount, not to exceed \$69,136.00. The final design, which includes both Project phases, is anticipated to take approximately 12 months to complete.

6. Non-Action Items

6-A Transportation Manager's Report

6-B Street operations activity report for January 2022

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

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

7. Public Comment**

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

8. For Possible Action: To Adjourn

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

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

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material

regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

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

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

This notice has been posted at the following locations:
Carson City Public Works, 3505 Butti Way
www.carson.org/agendas
<http://notice.nv.gov>

CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the January 12, 2022 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, January 12, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

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

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

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

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

(5:19:00) – Chairperson Bagwell called the meeting to order at 5:19 p.m.

2. ROLL CALL

(5:19:02) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:19:20) – Chairperson Bagwell entertained public comments; however, none were forthcoming

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JANUARY 12, 2022

(5:19:34) – Chairperson Bagwell introduced the item and noted that Member Novak had been present at the meeting. She entertained additional comments and/or corrections; however, none were forthcoming.

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(5:19:58) – Commissioner Macquarie moved to approve the minutes of the January 12, 2022 RTC meeting as amended. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5. PUBLIC MEETING ITEMS

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CARSON CITY’S ANNUAL SUBMISSION AND CERTIFICATION TO THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) IDENTIFYING THE IMPROVED ROADS OR STREETS MAINTAINED BY THE CITY WITHIN A PUBLIC RIGHT-OF-WAY, AS REQUIRED BY NEVADA REVISED STATUTE (“NRS”) 365.550(8).

(5:20:16) – Chairperson Bagwell introduced the item. Ms. Norman presented the Staff Report, incorporated into the record, and noted that per the Nevada Revised Statute (NRS), NDOT requests that each county, including Carson City, to annually certify and submit to NDOT a list of the improved roads or streets maintained by Carson City as well as the total mileage for those roads or streets. She explained that NDOT uses this submission to calculate annual Motor Fuel Tax revenue, adding that as of December 31, 2021, Carson City maintained 303.73 centerline miles of improved roads. Ms. Norman also responded to clarifying questions. Commissioner Novak inquired about whether Fifth Street near the Nevada State Prison and the wastewater treatment plant was a Carson City road, and Chairperson Bagwell requested that Ms. Norman email the response to the members and post it as late material in the agenda materials.

(5:22:58) – Commissioner Macquarie inquired about the inclusion of a portion of Goni Road. Mr. Martinovich clarified that Kings Canyon Road was maintained by the Parks Department; however, the particular portion of Goni Road was not Carson-City maintained. Chairperson Bagwell entertained a motion.

(5:24:57) – Vice Chair Schuette moved to certify that Carson City maintains the improved roads or streets identified in the Carson City Road Inventory, as presented and with the potential inclusion of the Fifth Street segment discussed earlier on the record. The motion was seconded by Commissioner Novak and carried 5-0-0.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT NO. 3 (“AMENDMENT”) TO CONTRACT NO. 1516-018 (“CONTRACT”) BETWEEN THE CARSON CITY RTC AND ECOLANE USA, INC. (“ECOLANE”), TO EXTEND THE CONTRACT PERIOD THROUGH DECEMBER 17, 2022 AND INCREASE THE CONTRACT FUNDING BY A NOT TO EXCEED AMOUNT OF \$6,695 FOR TRANSIT SERVICE SOFTWARE AND SUPPORT FOR JUMP AROUND CARSON (“JAC”) TRANSIT SERVICE OPERATIONS AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN THE PROPOSED AMENDMENT.

(5:25:36) – Chairperson Bagwell introduced the item. Mr. Cruz presented the Staff Report, incorporated into the record. He also clarified that this project would now be funded at 80 percent (instead of 50 percent as noted in the Staff Report) federal share with existing Federal Transit Administration grants,

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adding that the 20 percent required local match of \$1,339 (instead of the 50 percent required local match of \$3,347.50) was available within the Transit fund. Chairperson Bagwell entertained questions or comments and when none were forthcoming, a motion.

(5:27:03) – Commissioner Macquarie moved to approve Amendment No. 3 as presented, and to authorize the Transportation Manager to execute the Amendment [with the 20 percent local match]. The motion was seconded by Member Dodson and carried 5-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

(5:27:21) – Mr. Martinovich welcomed newly-hired Transportation/Traffic Engineer Bryan Byrne.

6-B STREET OPERATIONS ACTIVITY REPORT FOR DECEMBER 2021

(5:27:50) – Mr. Martinovich referenced the Street Operations Activity Report for December 2021 and entertained questions; however, none were forthcoming.

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

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

None.

7. PUBLIC COMMENT

(5:28:32) – Chairperson Bagwell entertained final public comments.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:28:51) – Chairperson Bagwell thanked the Commissioners for reading the packets and being prepared for the meeting. She adjourned the meeting at 5:28 p.m.

The Minutes of the February 9, 2022 Carson City Regional Transportation Commission meeting are so approved this 9th day of March, 2022.

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STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Discussion Only – Presentation and discussion regarding the Jump Around Carson (“JAC”) Fiscal Year (“FY”) 2021 Monitoring Report and long-range fiscal outlook.

Staff Summary: The JAC transit system operates public transit services in Carson City. It is primarily funded by Federal Transit Administration (“FTA”) grants and is required to report to the National Transit Database annually by October 31st. Staff will present an overview of the FY 2021 JAC Monitoring Report including ridership information and information regarding the near and long-term status of the Transit Fund budget.

Agenda Action: Other/Presentation

Time Requested: 20 minutes

Proposed Motion

N/A.

Background/Issues & Analysis

Fiscal Year 2021 continued to be a challenging year for the entire country and its transit systems. Transit systems have been in flux due to the COVID-19 pandemic. JAC was not immune to ridership fluctuations and saw a decrease in fixed-route ridership of 27.4% as compared to FY 2019. More recently, JAC fixed route service has experienced a 20.65% increase in monthly ridership for the second quarter of calendar year 2021 compared to 2020.

Throughout the COVID-19 pandemic, JAC staff and its customers have been able to adapt to the uncertainty brought on by the pandemic. JAC shifted to temporary free fares with no loss in service. Increased sanitation protocols, installation of mask dispensers, and distribution of face coverings all continue to be offered on all JAC buses. JAC will continue to provide service to Carson City, but will need to be efficient to continue to operate within limited local funding levels while working towards modernizing the service through projects such as a contactless fare payment system and solar lighting for all bus stops.

As discussed within the FY 2021 Monitoring Report for JAC Transit, Exhibit-1, JAC is challenged by the limited local match funding needed to leverage the existing available FTA grant funding. This is especially the case as existing COVID-19 pandemic relief funds are expended. If local match funding obligations remain at past levels, it is expected that available FTA revenue will outpace available local match, resulting in grant funds reverting to FTA for use by other agencies/jurisdictions when funds aren’t utilized within each FTA program’s required timeframes.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Supporting Material

- Exhibit-1: FY 2021 Monitoring Report for Jump Around Carson (JAC) Transit



Jump Around Carson (JAC) Transit System

Carson City Fiscal Year 2021

Monitoring Report



INTRODUCTION: COVID-19 CONTEXT-SETTING

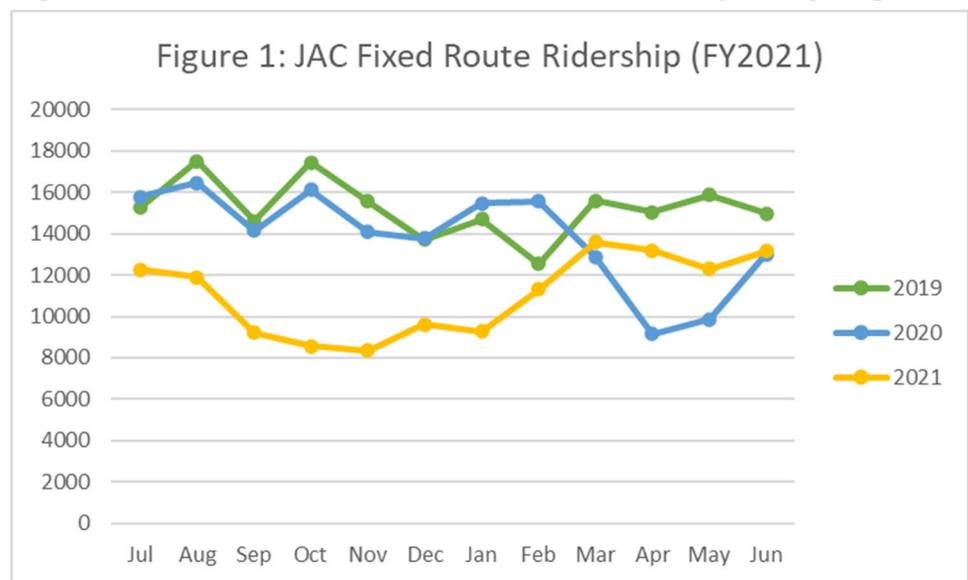
Transit, along with most industries, has been greatly affected by the continued effects of the COVID-19 pandemic. During Fiscal Year (FY) 2021, Jump Around Carson (JAC) has kept their mitigation policies, instituted in 2020, in place to continue to keep the community and JAC drivers safe. The American Public Transportation Association reported an 85.41% increase in national public transportation ridership in the second quarter of calendar year 2021 compared to 2020. JAC experienced an increase of 20.65% during the same period of time. JAC is currently at 84% of 2019 ridership levels showing how essential JAC transit is during the uncertainty of the pandemic.

As cities and businesses adapt to the ever-changing pandemic landscape, JAC staff and customers have been resilient. JAC shifted to temporary free fares in March 2020 to keep both riders and drivers safe, and remains one of few transit agencies that has not reduced or cut service. JAC has sustained its increased sanitation protocols and distribution of face coverings at no cost to riders. JAC will continue to provide service to Carson City and has begun to look towards the future with projects to provide more efficient and enjoyable service to riders while operating within limited local funding levels.

FISCAL YEAR 2021 RIDERSHIP

As shown in Figure 1, fixed route ridership at the beginning of FY 2021 declined before rebounding and approaching levels similar to those of FY2019. The uncertainty brought upon transit by COVID-19 is shown in the increases and decreases in ridership since March of 2020.

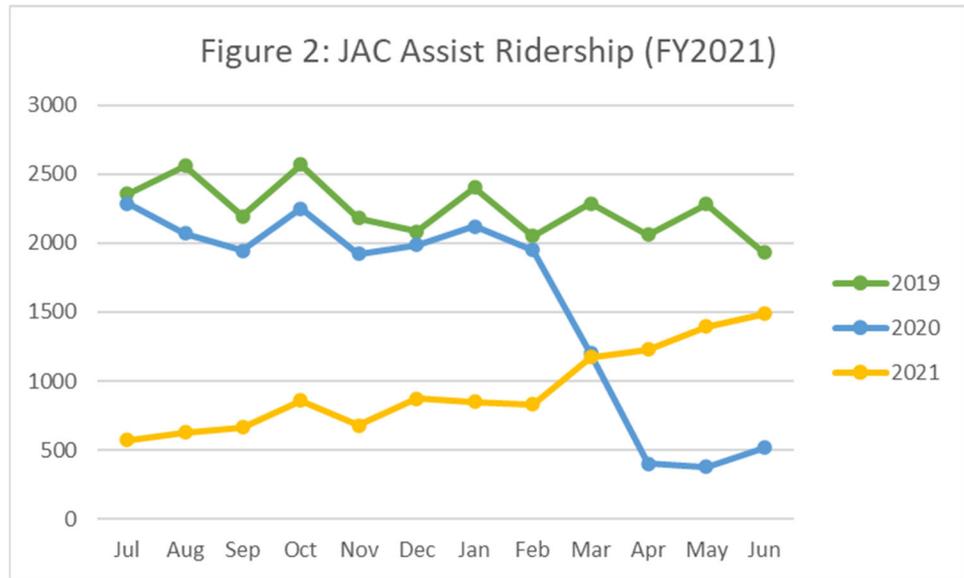
JAC continues to operate without any service reductions or disruptions. JAC fixed route provided 132,760 unlinked passenger trips in FY2021 compared to 166,286 unlinked passenger trips during FY 2020, and 169,067 in FY 2019; a 22.5% decline between FY



2021 and FY2019. March 2021 had the highest monthly ridership at 13,602 trips. November 2020 saw the lowest ridership of the year, with fixed route providing just 8,362 unlinked passenger trips.

As provided in Figure 2, monthly ridership for JAC Assist (ADA Paratransit) started FY 2021 at all-time lows before steadily increasing. JAC Assist provided 2,561 unlinked passenger trips in August of 2018 but only 630 unlinked passenger trips in August of 2020, a 75.5% drop from 2018 to 2020. JAC Assist saw their ridership return slowly and continue to increase monthly, but the paratransit service will continue to see fluctuations in ridership.

Overall, JAC Assist provided 11,250 unlinked passenger trips in FY 2021, down 58 percent from the 26,973 trips provided in FY 2019. Despite free fares, staff have observed that JAC Assist's ridership is much more dependent on medical business types, including dialysis centers, and ridership declines were attributed to closing of those facilities to pandemic safety concerns. When compared with national statistics, the effectiveness of safety protocols and the essential services that JAC provides for its customers is clear.



OPERATIONAL EFFICIENCY

JAC uses Vehicle Revenue Hours to account for the hours a vehicle is in revenue service and excludes time while traveling for administrative purposes, including maintenance, fueling, and driver training. Revenues and expenditures can be compared with other transit agencies through an analysis of the Cost per Revenue Hour statistic. JAC fixed route service reported 13,045 Vehicle Revenue Hours and \$1,116,587 in operations costs in FY 2021, for a cost per revenue hour of \$85.60, while the National Transit Database shows a national average of \$136.40 in 2018 (the latest available data). JAC Assist reported 4,874 Vehicle Revenue Hours and \$411,899 in operations costs in FY 2021, resulting in a cost per vehicle revenue hour of \$84.51 compared to the national average of \$72.88 in 2018. While comparing JAC FY 2021 data to FY 2018 national data is not ideal, it does provide context that would otherwise be unavailable. The comparison illuminates JAC's fixed-route operational efficiency, keeping costs at roughly half of the national average.

In FY 2021, JAC drove 193,370 Vehicle Revenue Miles: 150,741 miles for fixed route service and 42,629 for JAC Assist service. JAC fixed route cost per revenue mile was \$7.41 and JAC Assist was \$9.66. There was no available NTD data to provide a comparison between JAC and the national average.

The Jump Around Carson bus fleet currently consists of 14 revenue vehicles, with an average of \$3,241.50 of maintenance costs per vehicle. Two fixed-route revenue vehicles were replaced in FY 2021 in line with the Transit Asset Management plan. JAC spent \$45,381 in maintenance costs including parts and labor in FY 2021, compared to \$141,988 in FY 2020. The maintenance costs

in FY 2021 compared to FY 2020 dropped considerably due to the lack of major breakdowns among the JAC fleet, and the replacement of the two least reliable vehicles, showing the need for keeping the fleet in a state of good repair through preventative maintenance and timely replacement. Additional statistics are provided within the National Transit Database reports that have been compiled and included in the Appendix of this report.

FUNDING AVAILABILITY: OPPORTUNITIES AND CHALLENGES

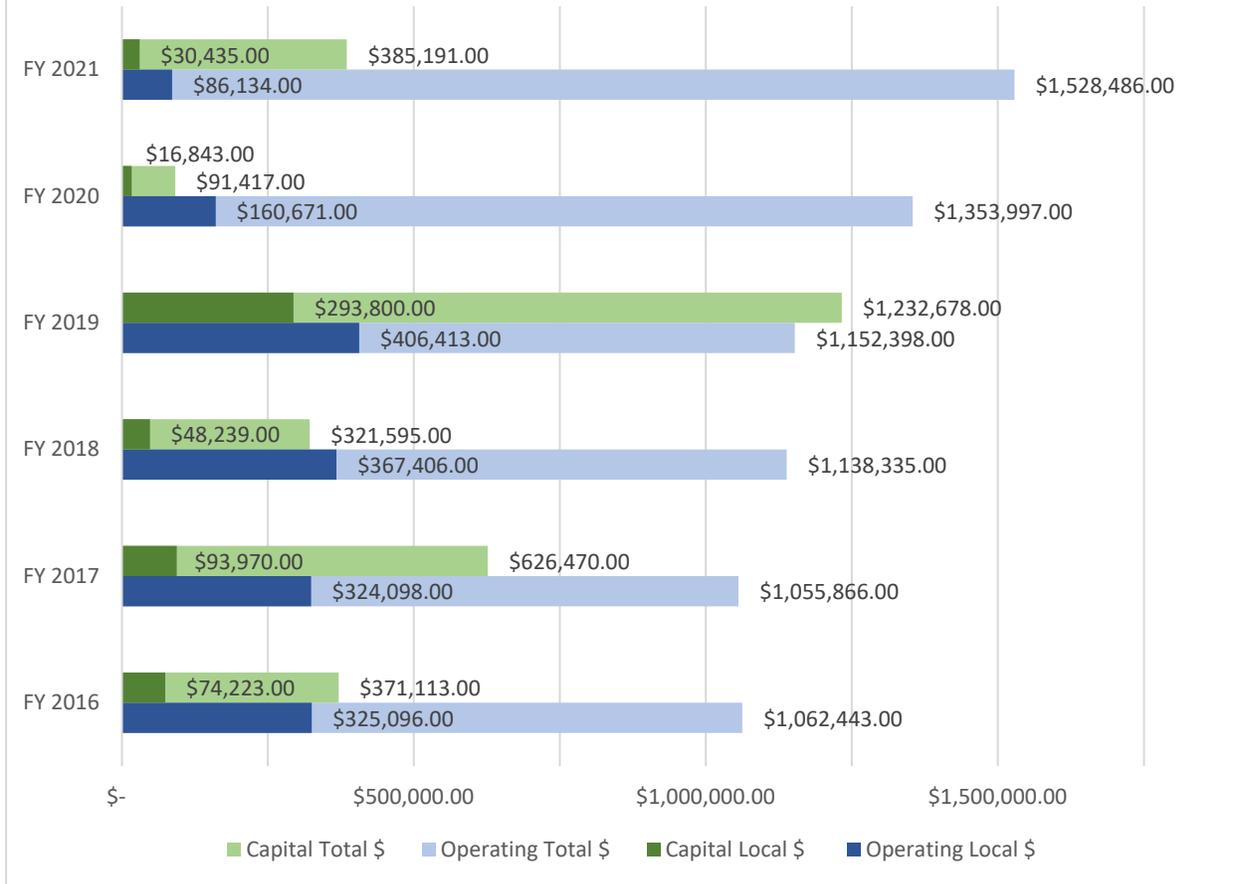
The FTA provides annual funding apportionments that are used for funding operations and capital purchases for the JAC transit system. Apportionment funding is available through various funding types including the FTA's Section 5307, 5310, and 5339 programs. These funds are apportioned directly to the Carson Area Metropolitan Planning Organization (CAMPO) and are formula based. A local match is required for each of these funding sources, which is provided through a transfer from Carson City's General Fund. In past years, JAC received \$466,000 in General Fund transfers annually to cover this match. However, in FY2022 only \$66,000 in General Fund money was transferred as transit operations were nearly completely funded by the CARES Act. All funds received make up the Transit Fund budget, which includes the City's "225" accounts. The match share for an individual expenditure can range from 15% to 50% depending on the project and funding program. Typically, 15% is required for bus purchases, 20% for other capital purchases, and 50% for operating expenditures. FTA grant funds must be allocated to specific activities/projects at the time the grant application is submitted in the federal electronic grant award system. This often results in the fund balance for some projects, remaining unused until a future need arises, or a grant amendment may be requested from FTA to allocate funds to another transit project when needed.

JAC expenditures can be categorized into Capital expenses and Operating expenses. Capital expenses consist of large purchases, including rolling stock. Operating expenses include all other purchases necessary for JAC operations and include maintenance on the buses and the operations contract. While occurrence of capital expenses can fluctuate and be planned for, operating expenses are more frequent and consistent. Operating expenses are tied to labor and fuel costs, and typically increase year over year.

In FY 2021, JAC spent \$1,913,677 between operations and capital, compared to \$1,481,632 in FY 2020. The local match spent in FY 2021 was unusually low due to the use of \$1,386,830 of CARES Act funds which required no local match. Thus, JAC spent only \$116,569 in local match compared to \$700,213 in local match in FY 2019 and \$177,514 in FY 2020. This lowered local match expenditure is not permanent however, as JAC has utilized all of the match-free federal funding. JAC's spending will continue to increase due to several factors including the new JAC operations contract and rolling stock purchases in conformance with JAC's adopted Transit Asset Management (TAM) Plan.

Provided in Figure 3, JAC has operated with fairly stable expenditure levels from 2016 to 2021 (source: National Transit Database, <https://www.transit.dot.gov/ntd>). As mentioned previously, FY 2021 experienced lower than typical local match requirements due to availability and utilization of 100% federal share funding including the CARES act and CRSSA act.

Figure 3: Operating vs. Capital Costs (FY2016-FY2021)



In order to respond to, prevent, and prepare for COVID-19, CAMPO was apportioned over \$3.7 million through the CARES Act. This funding came at a 100% federal share, requiring no local match. The FY 2020 CARES Act apportionment of \$3,725,309 has been a boost to the medium-term health of Carson City’s Transit Fund budget, allowing the City’s annual General Fund transfer to be preserved until needed. There is \$1,306,685 remaining in the CARES Act apportionment as of December 30, 2021, with remaining funds budgeted and programmed for operations, purchases of rolling stock, and rehabilitation & renovation of maintenance facilities and equipment. The CARES funding was provided as a one-time apportionment, and as budgeted, will run out in FY2023. Once these funds are fully expended, local alternatives will need to be identified for JAC to continue operations.

At the same time, annual apportionments of federal grant funds continue to become available to CAMPO and JAC. With the 5307, 5310, and 5339 grant funding, JAC must include a local share. Apportioned funding is further distributed into categories called Activity Line Items (ALI). The ALIs include categories such as preventative maintenance, operations, and facility rehabilitation and restoration. The distribution of available grant funding and their ALI distributions is provided in Table 1, below.

Jump Around Carson typically relies heavily on FTA 5307 (Urbanized Area Formula Program) funding. JAC currently has two open grants with funds available (Grant Nos. NV-2018-007-02, NV-2020-002-00) and two available apportionments – Federal FY 2020 and 2021 – that have not yet been budgeted or programmed due to lack of available local match. There is \$1,828,405 in FTA 5307 funds available now,

which require \$1,235,291 in local match. Another \$2,635,327 in new FTA funding has been apportioned to JAC which requires another \$1,657,261 in local match. These match requirements far outpace the annual General Fund transfer of approximately \$466,000.

FTA 5310 funding is aimed at enhancing mobility of seniors and people with disabilities. There is \$108,783 of 5310 funds remaining through CAMPO’s Federal FY 2019 apportionment that will be available at 100% federal share and is programmed to help continued operations of JAC Assist. CAMPO also has apportionments for Federal FY 2020 and 2021 of \$292,044 that have been programmed for continued operations of the JAC Assist transit service as well as for a contactless fare payment system for both JAC and JAC Assist with no local match requirement.

Bus and Bus Facilities funding is captured under FTA’s Section 5339 program. JAC currently has two open grants with \$122,803 remaining in FTA share funding that requires \$21,671 in local share. Two FY 2019 grants for vehicle replacements that have been submitted to the FTA and are currently going through the approval process. FY 2020 and FY 2021 apportionments have been programmed for the solar lighting safety upgrades at all bus stops and bus shelters.

Table 1: Transit Fund Grant Summary (as of January 2022)

FTA Fund	Grant Description	Activity Line Item	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5307	FY2021 Apportionment Ops/PM/Capital Items	Operating	\$1,977,234	\$0	\$0	\$1,318,156	\$659,078
		Total	\$1,977,234	\$0	\$0	\$1,318,156	\$659,078
5310	FY20 & FY21 Apportionment Capitalized Operating	Operating	\$54,044	\$0	\$0	\$54,044	\$0
		Bus/Bus Stop Facilities	\$238,000	\$0	\$0	\$238,000	\$0
		Total	\$292,044	\$0	\$0	\$292,044	\$0
5339	FY20 & FY21 Apportionment Solar Lighting for all Bus Stops	Operating	\$306,021	\$0	\$0	\$244,817	\$61,204
		Total	\$306,021	\$0	\$0	\$244,817	\$61,204
5339	FY19 5339 Apportionment Replacement Vehicle Purchase	Bus Rolling Stock	\$144,006	\$0	\$0	\$122,405	\$21,601
		Total	\$144,006	\$0	\$0	\$122,405	\$21,601
5310	FY19 5310 Apportionment Capitalized Operating	Capitalized Operating	\$143,900	\$35,117	\$0	\$108,783	\$0
		Total	\$143,900	\$35,117	\$0	\$108,783	\$0

FTA Fund	Grant Description	Activity Line Item	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local		
5339(b)	FY19 5339(b) Bus & Bus Facilities, Bus Replacement	Bus Rolling Stock	\$650,000	\$0	\$0	\$455,000	\$195,000		
		Total	\$650,000	\$0	\$0	\$455,000	\$195,000		
5307	FY2020 Apportionment Ops/PM/Capital Items	Operating	\$2,315,354	\$0	\$0	\$1,317,171	\$998,183		
		Total	\$2,315,354	\$0	\$0	\$1,317,171	\$998,183		
CARES	FY2020 CARES Act Apportionment Ops/PM/Capital Items	Operating	\$2,241,894	\$1,964,976	\$0	\$276,918	\$0		
		Other Capital Items (Bus)	\$308,475	\$196,101	\$0	\$112,374	\$0		
		Rehab/Renovate Admin Facility	\$255,000	\$33,763	\$0	\$221,237	\$0		
		Rehab/Renovate Bus Station	\$75,000	\$1,750	\$0	\$73,250	\$0		
		ADP Software	\$45,000	\$0	\$0	\$45,000	\$0		
		Bus Support Equip/Facilities	\$15,954	\$0	\$0	\$15,954	\$0		
		Fare Collection (mobile)							
		Rolling Stock (Three 24 Footers)	\$413,964	\$0	\$0	\$413,964	\$0		
		Rolling Stock (Mini Van)	\$94,046	\$94,046	\$0	\$0	\$0		
		Rolling Stock (Two 35 Foot to 24 Foot)	\$275,976	\$127,988	\$0	\$147,988	\$0		
		Total	\$3,725,309	\$2,418,624	\$0	\$1,211,583	\$0		
		5307	FY2019 Apportionment Ops/PM/Capital Items	Operating	\$2,116,110	\$0	\$0	\$1,058,055	\$1,058,055
				Capital Assistance - Preventive Maintenance	\$225,000	\$177,815	\$44,453	\$2,185	\$547
Capital Non-Fixed Route ADA Paratransit	\$193,550			\$154,841	\$38,709	\$0	\$0		
Rehab/Renovate Admin/Maintenance Facility (Safety & Security)	\$19,355			\$4,140	\$1,035	\$11,344	\$2,836		
Rehab/Renovate Bus Station	\$125,000			\$0	\$0	\$100,000	\$25,000		
ADP Software	\$50,000			\$0	\$0	\$40,000	\$10,000		
Total	\$2,729,015			\$336,796	\$84,197	\$1,211,583	\$1,096,439		

FTA Fund	Grant Description	Activity Line Item	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5339	FFY 2018 5339 Full Apport. - Replacement Vehicle Purchase	Bus Rolling Stock	\$157,207	\$108,790	\$19,198	\$24,836	\$4,383
5307	FY 2017 5307 Apportionment Ops/PM/Capital Items	Operating	\$600,000	\$300,000	\$300,000	\$0	\$0
		Capital - Prev Maint.	\$250,000	\$200,000	\$50,000	\$0	\$0
		Capital - Non-Fixed	\$150,970	\$120,776	\$30,194	\$0	\$0
		Rehab/Reno - Yard/Shop (Safety & Security)	\$15,098	\$12,078	\$3,020	\$0	\$0
		Rehab/Reno - Admin Facility	\$100,000	\$54,656	\$14,304	\$46,544	\$5,696
		ADP Software	\$62,500	\$6,000	\$1,500	\$44,000	\$11,000
		Bus Stop Amenities	\$56,135	\$34,322	\$8,580	\$10,586	\$2,647
		Bus Rolling Stock	\$470,588	\$199,904	\$35,277	\$200,096	\$35,311
		Total	\$1,705,291	\$927,736	\$442,874	\$280,026	\$54,655
5339	FFY 2017 5339 Apportionment - Replacement Vehicle Purchase	Bus Rolling Stock	\$115,255	\$0	\$0	\$97,967	\$17,288

JAC’s future will be challenged by limited local match funding. Continuation of existing local funding levels may result in future FTA apportionment reductions. Further, if local funding levels are not increased by FY 2023, it is expected that available FTA revenue will outpace available local match, resulting in grant funds reverting to FTA for use by other agencies/jurisdictions when funds aren’t utilized within each FTA program’s required timeframes.

MOVING FORWARD

JAC staff look forward to rolling out several enhancements in the near future with the intent to better serve current riders and to make JAC a more attractive mobility option to potential new riders. These enhancements include:

- Contactless fare & CAD/AVL software
- Community-driven route refresh
- Bus stop lighting
- Downtown Transit Center

These updates collectively increase the accessibility of the JAC transit system to users of all ages and abilities. Staff anticipate a resulting increase in ridership and fare revenue as a result. Furthermore, Carson City’s continued investment in Complete Streets infrastructure complements JAC initiatives significantly.

Elements like wide sidewalks and bicycle lanes help riders bridge the first/last mile gap, the part of the trip between their transit stop and the origin/destination. JAC will continue to work in tandem with the Carson Area Metropolitan Planning Organization (CAMPO) to increase multimodal transportation options throughout the City and region.

CONCLUSION

Jump Around Carson has been able to withstand a difficult period in transit history through the resilience of the JAC staff and being flexible in a changing transit environment. JAC is poised to remain a reliable transportation option for the many residents and visitors that rely upon the services provided. However, as the 100% federal match allocations run out, local funding will again become critical to continued growth. Adapting to changing demographics, funding streams and technology must be prioritized in order to successfully serve the riding public and meet federal requirements for service.

APPENDIX A: National Transit Database Submittals (FY 2018-2021)

NTD ID	90215
Reporter Name	Carson Area Metropolitan Planning Organization
Report	2018 (Revision: 1)

Reduced Reporting (RR-20) - Small Systems

Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR PT	\$453,695	\$0
MB PT	\$857,614	\$321,595
Total	\$1,311,309	\$321,595

Fare Revenues

Mode	Revenues	Funds Expended on Operations	Funds Expended on Capital
DR PT	Passenger-Paid Fares	\$25,304	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$25,304	\$0
MB PT	Passenger-Paid Fares	\$77,304	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$77,304	\$0
Total		\$102,608	\$0

Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	\$12,461	\$0

Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	\$0	\$0
With a non-NTD Reporting Agency	\$0	\$0
Total	\$0	\$0

Non-Federal Data

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
Local Funds	\$367,406	\$48,239

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
State Funds	\$55,000	\$0
Other	\$2,905	\$0
Total	\$425,311	\$48,239
Describe Other Funding Sources	sale of retired vehicle	

Federal Government Funds

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA Metropolitan Planning (5303)	\$0	\$0
FTA Urbanized Area Formula Program (5307)	\$326,720	\$177,817
FTA Urbanized Area Formula Program: Capital Assistance Spent on Operations (5307)	\$334,080	\$0
ARRA Urbanized Area Program Funds (5307)	\$0	\$0
Capital Assistance Spent on Operations (5307)	\$0	\$0
FTA Clean Fuels Program (5308)	\$0	\$0
FTA Capital Investment Grants (5309)	\$0	\$0
ARRA Major Capital Investment (New Starts) Funds (5309)	\$0	\$0
FTA Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (5310)	\$0	\$0
Capital Assistance Spent on Operations (5310)	\$110,129	\$0
FTA Formula Grants for Rural Areas (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA ARRA Other than Urbanized Area (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA Tribal Transit Funds (5311)	\$0	\$0
ARRA Tribal Transit Funds (5311)	\$0	\$0
FTA Job Access and Reverse Commute Formula Program (5316)	\$0	\$0
FTA New Freedom Program (5317)	\$0	\$0
Capital Assistance Spent on Operations (5317)	\$0	\$0
FTA Transit in Parks (5320)	\$0	\$0
FTA State of Good Repair Program (5337)	\$0	\$0
FTA Bus and Bus Facilities (5339)	\$0	\$95,539
ARRA TIGGER (Greenhouse Gas and Energy Reduction) Funds	\$0	\$0
Other FTA Funds	\$0	\$0
Capital Assistance Spent on Operations	\$0	\$0
Funds Received from Other USDOT Grant Programs	\$0	\$0
ARRA TIGGER Multimodal Discretionary Program	\$0	\$0
Other Federal Funds	\$0	\$0
Total	\$770,929	\$273,356

Service Data

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR PT	88043	8220	28188	5	9647
MB PT	178612	14990	195160	4	

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
Total	266655	23210	223348	9	9647

Safety Data

Safety Data	Reportable Incidents	Fatalities	Injuries
	0	0	0

NTD ID	90215
Reporter Name	Carson Area Metropolitan Planning Organization
Report	2019 (Revision: 3)

Reduced Reporting (RR-20) - Small Systems

Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR PT	\$502,113	\$0
MB PT	\$776,126	\$1,232,678
Total	\$1,278,239	\$1,232,678

Fare Revenues

Mode	Revenues	Funds Expended on Operations	Funds Expended on Capital
DR PT	Passenger-Paid Fares	\$17,488	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$17,488	\$0
MB PT	Passenger-Paid Fares	\$46,971	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$46,971	\$0
Total		\$64,459	\$0

Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	\$8,382	\$0
Describe Other Directly Generated Funds	Revenue from advertising sold on buses and bus shelters.	

Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	\$0	\$0
With a non-NTD Reporting Agency	\$0	\$0
Total	\$0	\$0

Non-Federal Data

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
Local Funds	\$406,413	\$293,800
State Funds	\$50,000	\$0
Other	\$3,000	\$0
Total	\$459,413	\$293,800
Describe Other Funding Sources	Donation for Rotary Club of Carson City for local match to support purchase of five (5) JAC bus shelters.	

Federal Government Funds

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA Metropolitan Planning (5303)	\$0	\$0
FTA Urbanized Area Formula Program (5307)	\$461,010	\$491,398
FTA Urbanized Area Formula Program: Capital Assistance Spent on Operations (5307)	\$236,790	\$0

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
ARRA Urbanized Area Program Funds (5307)	\$0	\$0
Capital Assistance Spent on Operations (5307)	\$0	\$0
FTA Clean Fuels Program (5308)	\$0	\$0
FTA Capital Investment Grants (5309)	\$0	\$0
ARRA Major Capital Investment (New Starts) Funds (5309)	\$0	\$0
FTA Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (5310)	\$0	\$0
Capital Assistance Spent on Operations (5310)	\$48,185	\$0
FTA Formula Grants for Rural Areas (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA ARRA Other than Urbanized Area Program Funds (§5311)	\$0	\$0
FTA ARRA Capital Assistance Spent on Operations (including maintenance expenses) (§5311)	\$0	\$0
FTA Tribal Transit Funds (5311)	\$0	\$0
ARRA Tribal Transit Funds (5311)	\$0	\$0
FTA Job Access and Reverse Commute Formula Program (5316)	\$0	\$0
FTA New Freedom Program (5317)	\$0	\$0
Capital Assistance Spent on Operations (5317)	\$0	\$0
FTA Transit in Parks (5320)	\$0	\$0
FTA State of Good Repair Program (5337)	\$0	\$0
FTA Bus and Bus Facilities (5339)	\$0	\$447,480
ARRA TIGGER (Greenhouse Gas and Energy Reduction) Funds	\$0	\$0
Other FTA Funds	\$0	\$0
Capital Assistance Spent on Operations	\$0	\$0
Funds Received from Other USDOT Grant Programs	\$0	\$0
ARRA TIGER Multimodal Discretionary Program	\$0	\$0
Other Federal Funds	\$0	\$0
Total	\$745,985	\$938,878

Service Data

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR PT	81720	8378	26973	5	10154
MB PT	173684	14972	169067	4	
Total	255404	23350	196040	9	10154

Safety Data

Safety Data	Reportable Incidents	Fatalities	Injuries
	0	0	0

NTD ID	90215
Reporter Name	Carson Area Metropolitan Planning Organization
Report	2020 (Revision: 1)

Reduced Reporting (RR-20) - Small Systems

Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR PT	\$251,300	\$0
MB PT	\$1,237,602	\$91,417
Total	\$1,488,902	\$91,417

Fare Revenues

Mode	Revenues	Funds Expended on Operations	Funds Expended on Capital
DR PT	Passenger-Paid Fares	\$14,448	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$14,448	\$0
MB PT	Passenger-Paid Fares	\$39,107	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$39,107	\$0
Total		\$53,555	\$0

Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	\$15,000	\$0
Describe Other Directly Generated Funds	Revenue from advertising sold on buses and shelters.	

Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	\$0	\$0
With a non-NTD Reporting Agency	\$0	\$0
Total	\$0	\$0

Non-Federal Data

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
Local Funds	\$160,671	\$16,843
State Funds	\$66,350	\$0
Other	\$0	\$0
Total	\$227,021	\$16,843

Federal Government Funds

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA Metropolitan Planning (5303)	\$0	\$0
FTA Urbanized Area Formula Program (5307)	\$250,809	\$67,374
FTA Urbanized Area Formula Program: Capital Assistance Spent on Operations (5307)	\$87,936	\$0
ARRA Urbanized Area Program Funds (5307)	\$0	\$0
Capital Assistance Spent on Operations (5307)	\$0	\$0
CARES Act Urbanized Area Program Funds (§5307)	\$770,618	\$7,200
FTA Clean Fuels Program (5308)	\$0	\$0
FTA Capital Investment Grants (5309)	\$0	\$0
ARRA Major Capital Investment (New Starts) Funds (5309)	\$0	\$0
FTA Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (5310)	\$0	\$0
Capital Assistance Spent on Operations (5310)	\$83,963	\$0
FTA Formula Grants for Rural Areas (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0
FTA ARRA Other than Urbanized Area Program Funds (§5311)	\$0	\$0
FTA ARRA Capital Assistance Spent on Operations (including maintenance expenses) (§5311)	\$0	\$0
FTA Tribal Transit Funds (5311)	\$0	\$0
ARRA Tribal Transit Funds (5311)	\$0	\$0
CARES Act Rural Area Program Funds (§5311)	\$0	\$0
CARES Act Public Transportation on Indian Reservations Program Funds (§5311)	\$0	\$0
FTA Job Access and Reverse Commute Formula Program (5316)	\$0	\$0
FTA New Freedom Program (5317)	\$0	\$0
Capital Assistance Spent on Operations (5317)	\$0	\$0
FTA Transit in Parks (5320)	\$0	\$0
FTA State of Good Repair Program (5337)	\$0	\$0
FTA Bus and Bus Facilities (5339)	\$0	\$0
ARRA TIGGER (Greenhouse Gas and Energy Reduction) Funds	\$0	\$0
Other FTA Funds	\$0	\$0
Capital Assistance Spent on Operations	\$0	\$0
Funds Received from Other USDOT Grant Programs	\$0	\$0
ARRA TIGGER Multimodal Discretionary Program	\$0	\$0
Other Federal Funds	\$0	\$0
Total	\$1,193,326	\$74,574

Service Data

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Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR PT	55960	6045	19032	5	7423
MB PT	172492	14930	166286	4	
Total	228452	20975	185318	9	7423

Safety Data

Safety Data	Reportable Incidents	Fatalities	Injuries
	0	0	0

NTD ID	90215
Reporter Name	Carson Area Metropolitan Planning Organization
Report	2021 (Revision: 1)

Reduced Reporting (RR-20) - Small Systems

Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR PT	\$411,899	\$0
MB PT	\$1,116,587	\$385,191
Total	\$1,528,486	\$385,191

Fare Revenues

Mode	Revenues	Funds Expended on Operations	Funds Expended on Capital
DR PT	Passenger-Paid Fares	\$0	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$0	\$0
MB PT	Passenger-Paid Fares	\$0	\$0
	Organization-Paid Fares	\$0	\$0
	Fare Revenues	\$0	\$0
Total		\$0	\$0

Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	\$19,784	\$0
Describe Other Directly Generated Funds	Revenue from Advertising sold on buses and bus shelters.	

Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	\$0	\$0
With a non-NTD Reporting Agency	\$0	\$0
Total	\$0	\$0

Non-Federal Data

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
Local Funds	\$0	\$30,435
State Funds	\$66,350	\$0
Other	\$0	\$0
Total	\$66,350	\$30,435

Federal Government Funds

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA Metropolitan Planning (5303)	\$0	\$0
FTA Urbanized Area Formula Program (5307)	\$15,464	\$19,351
FTA Urbanized Area Formula Program: Capital Assistance Spent on Operations (5307)	\$218,383	\$0
ARRA Urbanized Area Program Funds (5307)	\$0	\$0
Capital Assistance Spent on Operations (5307)	\$0	\$0
CARES Act Urbanized Area Program Funds (§5307)	\$1,153,815	\$233,015
CRRSA Act Urbanized Area Program Funds (§5307)	\$0	\$0
American Rescue Plan Act of 2021 Urbanized Area Program Funds (§5307)	\$0	\$0
FTA Clean Fuels Program (5308)	\$0	\$0
FTA Capital Investment Grants (5309)	\$0	\$0
ARRA Major Capital Investment (New Starts) Funds (5309)	\$0	\$0
American Rescue Plan Act of 2021 Fixed Guideway Capital Investment Grants (§5309)	\$0	\$0
FTA Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (5310)	\$0	\$0
Capital Assistance Spent on Operations (5310)	\$54,690	\$0
CRRSA Act Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (§5310)	\$0	\$0
American Rescue Plan Act of 2021 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (§5310)	\$0	\$0
FTA Formula Grants for Rural Areas (5311)	\$0	\$0
Capital Assistance Spent on Operations (5311)	\$0	\$0

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA ARRA Other than Urbanized Area Program Funds (§5311)	\$0	\$0
FTA ARRA Capital Assistance Spent on Operations (including maintenance expenses) (§5311)	\$0	\$0
FTA Tribal Transit Funds (5311)	\$0	\$0
ARRA Tribal Transit Funds (5311)	\$0	\$0
CARES Act Rural Area Program Funds (§5311)	\$0	\$0
CARES Act Public Transportation on Indian Reservations Program Funds (§5311)	\$0	\$0
CRRSA Act Rural Area Program Funds (§5311)	\$0	\$0
CRRSA Act Public Transportation on Indian Reservations Program Funds (§5311)	\$0	\$0
American Rescue Plan Act of 2021 Rural Area Program Funds (§5311)	\$0	\$0
American Rescue Plan Act of 2021 Public Transportation on Indian Reservations Program Funds (§5311)	\$0	\$0
FTA Job Access and Reverse Commute Formula Program (5316)	\$0	\$0
FTA New Freedom Program (5317)	\$0	\$0
Capital Assistance Spent on Operations (5317)	\$0	\$0
FTA Transit in Parks (5320)	\$0	\$0
FTA State of Good Repair Program (5337)	\$0	\$0
FTA Bus and Bus Facilities (5339)	\$0	\$102,390
ARRA TIGGER (Greenhouse Gas and Energy Reduction) Funds	\$0	\$0
Other FTA Funds	\$0	\$0
Capital Assistance Spent on Operations	\$0	\$0
Funds Received from Other USDOT Grant Programs	\$0	\$0
ARRA TIGER Multimodal Discretionary Program	\$0	\$0
Other Federal Funds	\$0	\$0
Total	\$1,442,352	\$354,756

Service Data

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR PT	42629	4874	11250	5	2344
MB PT	150741	13045	132760	4	
Total	193370	17919	144010	9	2344

Safety Data

Safety Data	Reportable Incidents	Fatalities	Injuries

Safety Data	Reportable Incidents	Fatalities	Injuries
	0		0



STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Dan Stucky, Deputy Public Works Director

Agenda Title: For Discussion Only – Presentation and discussion regarding the South Carson Complete Streets Project (“Project”).

Staff Summary: The construction of the Project was completed in 2021. Carson City Public Works staff will provide a summary of the Project milestones and accomplishments as well as the post-Project performance reporting required over the next three years as part of the Transportation Investment Generating Economic Recovery (“TIGER”) grant. Staff is currently in the process of closing out the Project.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion

N/A.

Previous Action

June 14, 2017 – The RTC approved the Project’s Conceptual Study.

November 14, 2018 – The RTC recommended acceptance of the 30% design for the Project.

March 13, 2019 – The RTC recommended acceptance of the 60% design for the Project.

August 14, 2019 – The RTC recommended acceptance of the 90% design for the Project with the understanding that staff will take into account comments received during the meeting and during other public meetings, and that staff should present an update on incorporation of comments at the September RTC meeting.

February 12, 2020 – The RTC recommended award of Contract No. 1718-083A for Construction Manager at Risk Construction Services to Sierra Nevada Construction, Inc. for the Project.

Background/Issues & Analysis

On June 14, 2017, the RTC approved the Project’s Conceptual Study. The study incorporated extensive public outreach and industry best practices. The recommended design in the study had documented support from the businesses and property owners along the corridor as well as bicycle and pedestrian advocates.

In the spring of 2018, Carson City was awarded a TIGER grant for \$7.6 million. The highly competitive TIGER grant was awarded by the United States Department of Transportation, which described the Project as an important investment in Carson City’s infrastructure with a focus to improve pedestrian safety and mobility in the area and enhance commercial and business access.

Over the course of 2018 and 2019, Carson City staff conducted stakeholder, business, and public outreach along the Project corridor. Several presentations to the RTC, Board of Supervisors, and the Redevelopment Authority Citizens Committee occurred along with multiple public meetings at various stages of design. Each meeting was intended to outline design concepts and gather feedback from the general public.

Construction of the Project began in March 2020 and was completed in late 2021. The Project converted the large South Carson Street corridor into a vibrant and inviting corridor that now facilitates comfortable, convenient, and safe travel for pedestrians and cyclists. It has improved access to abutting businesses, provides increased driver safety, and has better prepared Carson City for future ‘Smart City’ advancements. Despite starting construction at the onset of the COVID-19 pandemic, the Project was completed under budget and on-schedule. The approximately \$20 million construction Project specifically included pedestrian safety measures, ADA-compliant sidewalks and curb ramps, narrowed travel lanes, a buffered multi-use path, dedicated bicycle facilities, a roundabout, critical improvements to stormwater infrastructure and other utilities, improved business access, new lighting fixtures, upgraded traffic signals, and enhanced fiber optic communication. The focal point of the Project is the new roundabout at South Carson Street and South Stewart Street. The roundabout serves as an inviting downtown gateway to Nevada’s state capital and provides an ideal location to implement landscaping, art and signage to improve aesthetics along the corridor. The roundabout has also provided a safer and more efficient intersection for the travelling public. Ultimately, the Project is helping to promote economic regional competitiveness by attracting new businesses, development, and residents via the provision of additional access to businesses, while incentivizing new users to bike and walk along South Carson Street.

The TIGER grant required the monitoring of specific performance measures. The two Project performance measures included in the grant agreement are, “Auto Crash Rates by Type Severity” and “Bike and Pedestrian Counts/Trips”. For the “Auto Crash Rates by Type Severity” measure, the City will measure crash rates along the South Carson Street corridor and report as crashes per 100 million vehicle miles travelled (“VMT”) and identify them by the following severity categories: fatal, injury, and property-damage-only crashes. For the “Bike and Pedestrian Counts/Trips” measure, the City will utilize a permanent counter placed along the multi-use path to count an aggregate of bicyclists and pedestrians along the corridor. The performance measures will be collected over a 3-year, post-Project period and compared to the baseline data collected prior to the start of the Project to help document Project successes.

In 2021, the Nevada Chapter of the American Public Works Association (“APWA”) recognized the Project as the 2021 APWA Transportation Project of the Year. Carson City Public Works staff is currently in the process of closing out the Project internally, as well as completing the necessary Project closeout and financial reporting documentation as part of the TIGER grant.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Supporting Material

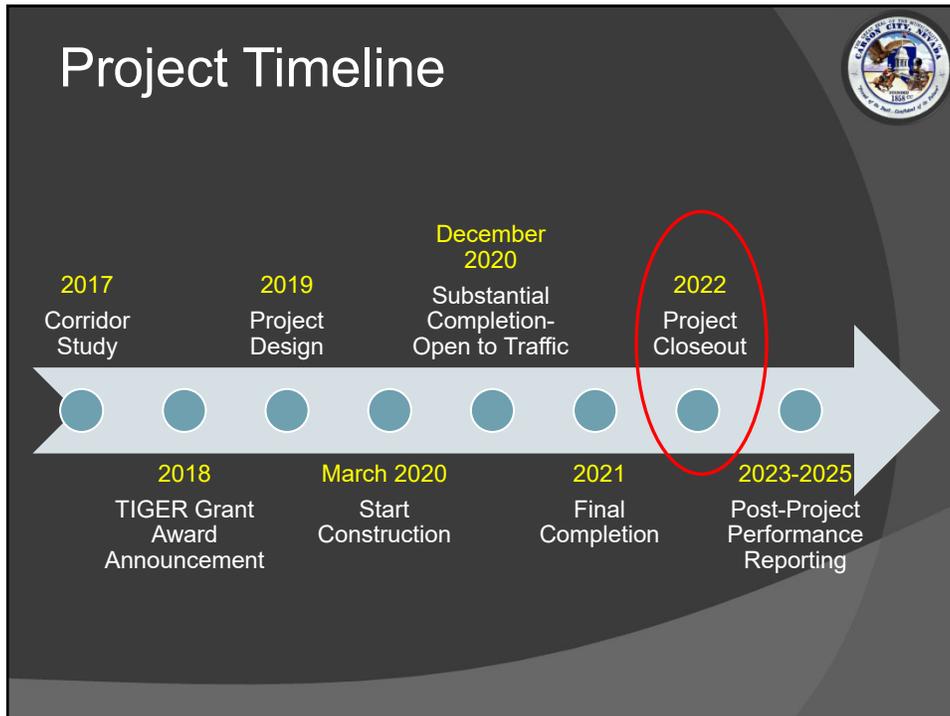
Exhibit 1 – South Carson Complete Streets Project presentation



South Carson Complete Streets Project

Regional Transportation Commission
March 9, 2022

1



2

Project Highlights



- \$20M construction cost
 - Federal Transportation Investment Generating Economic Recovery (TIGER) grant award recipient
- Expands upon Carson City's downtown revitalization
- 2-mile separated multi-use path (MUP)
- Enhanced street lighting and illuminated pedestrian crossings
- Multi-lane roundabout serving as downtown gateway
- Pavement rehabilitation and reconstruction
- Major investment in utility infrastructure, \$5M investment in stormwater facilities

3

Community Engagement



- CarsonProud campaign and project webpage
- Public Outreach- 30+ public meetings
- Roundabout education
- Project communication tools



4



Successful Project Delivery



- ◉ CMAR project delivery method
- ◉ On schedule, under budget
- ◉ Adapted to a “changing world”
- ◉ Safety: zero OSHA violations, zero lost-time accidents
- ◉ Consideration of the environment and cultural resources
- ◉ Met TIGER grant requirements- schedule, reporting
- ◉ 2021 American Public Works Association (APWA) Transportation Project of the Year!

5

Post-Project Performance: Traffic Safety and Bike/Ped



- ◉ 3-year post-project monitoring of South Carson Street
- ◉ Performance measures:
 1. Auto crash rates by type/severity
 2. Bicycle and pedestrian counts/trips



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Post-Project Performance: Other



- ◉ Stormwater Infrastructure
- ◉ Private Investment
- ◉ South Carson Neighborhood Improvement District (NID)
 - Sustainable and dedicated funding to ensure quality maintenance and preservation of infrastructure and roadway beautification improvements
 - Contract with University of Nevada-Reno to analyze NV Dept. of Taxation data



Map of S. Carson NID

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STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Dan Stucky, Deputy Public Works Director

Agenda Title: For Discussion Only – Presentation and discussion regarding an overview of the Carson City five-cent per gallon diesel fuel tax and the November 2022 Carson City Diesel Tax ballot question.

Staff Summary: Nevada Revised Statutes (“NRS”) 373.062 authorizes the Board of Supervisors to enact by ordinance a tax on diesel fuel sold in the Carson City in an amount not to exceed five cents per gallon. The Carson City Board of Supervisors enacted Ordinance 2020-7, now codified at section 21.05.020 of the Carson City Municipal Code, to impose a five-cent per gallon diesel fuel tax. That tax became effective August 1, 2020, but it is subject to a sunset provision providing that the diesel fuel tax will expire on December 31, 2022, unless Carson City voters approve a ballot question allowing the diesel fuel tax to continue. In preparation for a November 2022 ballot question, staff will provide an overview of the diesel fuel tax’s history, describe the collection and use of that revenue to date, and discuss the next steps in the process.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion

N/A.

Previous Action

September 11, 2019 – The RTC recommended to the Board of Supervisors that a five-cent diesel fuel tax be adopted by ordinance.

Background/Issues & Analysis

NRS 373.062 authorizes the Board of Supervisors to enact an ordinance to tax diesel fuel sold in Carson City at up-to five cents per gallon. The tax may be imposed by an ordinance adopted by a two-thirds majority of the Board of Supervisors, or by a majority of the registered voters in the county who vote on a ballot question concerning the imposition of the tax. The Carson City Board of Supervisors enacted Ordinance 2020-7 to impose a five-cent per gallon diesel fuel tax, effective August 1, 2020, with a sunset provision for the diesel fuel tax to expire on December 31, 2022, unless the continuation of the diesel fuel tax is approved by the voters through a ballot question.

The table below shows the current fuel tax revenue for fuel sold in Carson City, and where that revenue is distributed. None of the diesel fuel tax collected at the Federal or State levels is distributed to Carson City.

Distribution of Fuel Revenue per Gallon Sold in Carson City		
	Gasoline	Diesel
FEDERAL	\$0.1840	\$0.2440
STATE	\$0.1879	\$0.2775
CARSON CITY	\$0.1502*	\$0.0500
TOTAL	\$0.5221	\$0.5715

**2% retained by State of Nevada for administration prior to distribution to Carson City*

NRS 373.062, enacted as Senate Bill 48 during the 2019 session of the Nevada Legislature, and sponsored by the Nevada Association of Counties (“NACO”), was drafted to help bridge the road maintenance funding gap by enabling rural boards of county commissioners to vote to impose a tax on diesel fuel up to five cents per gallon or ask voters to approve such a tax. In 2019, NACO estimated the annual net proceeds for Carson City if a five-cent diesel fuel tax was implemented based on fiscal year (“FY”) 2017-2018 diesel gallons sold at approximately \$400,000. Through the end of November 2021, a collection period of 16 months, Carson City has received a total of approximately \$685,000 from the five-cent diesel fuel tax or an annualized amount of approximately \$500,000. These funds are used to fund the design and construction of roadway capital improvements projects on roads maintained by Carson City. The funding is being used to fund pavement preservations projects in Performance Districts 3 and 4 including, but not limited to, projects planned for Saliman Road, Curry Street, and Silver Sage Drive.

Carson City’s annual budget for roads is approximately \$2.8 million including the diesel fuel tax. The annual estimated funding deficit is \$15 million. While the proceeds from this tax do not fill the full funding gap, it has represented a roughly 10% increase in the City’s funding for roads and serves as a critical addition to the City's annual budgets.

In preparation for the ballot question and pursuant to NRS 295.121, the Carson City Clerk-Recorder is beginning the process of forming two ballot question committees for the November 8, 2022 General Election. The purpose of the Committees is to draft arguments for and against a ballot question on whether to continue a diesel fuel tax to be used for the sole purpose of construction, maintenance and repair of public roads and streets in Carson City. The official advertisement for these Committees is expected to be published on or about Wednesday, March 9, 2022. The last day to submit a Ballot Question Committee Interest Form to the Clerk is expected to Wednesday, March 30, 2022.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 373.062; NRS 295.121; CCMC 21.05.020.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Should the Carson City Diesel Tax ballot question fail, the RTC fund is estimated to decrease by approximately \$500,000 annually.

Supporting Material

Exhibit 1 - Ordinance No. 2020-7

Exhibit 2 - Presentation

SUMMARY: An ordinance imposing a tax on diesel fuel sold in Carson City.

BILL NO. 107

ORDINANCE NO. 2020-7

AN ORDINANCE RELATING TO TAXATION; AMENDING TITLE 21 (TAXATION), CHAPTER 21.05 (PUBLIC ROAD REPAIR AND RESTORATION (MOTOR VEHICLE FUEL EXCISE) TAX) OF THE CARSON CITY MUNICIPAL CODE TO IMPOSE A TAX ON DIESEL FUEL; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

That Title 21 (TAXATION), Chapter 21.05 (PUBLIC ROAD REPAIR AND RESTORATION (MOTOR VEHICLE FUEL EXCISE) TAX) is hereby amended (**bold, underlined text** is added, ~~stricken~~ text is deleted) as follows:

Chapter 21.05 - PUBLIC ROAD REPAIR AND RESTORATION ~~{(MOTOR VEHICLE FUEL EXCISE)}~~ TAX

SECTION II:

That Title 21 (TAXATION), Chapter 21.05 (PUBLIC ROAD REPAIR AND RESTORATION (MOTOR VEHICLE FUEL EXCISE) TAX), is hereby amended (**bold, underlined text** is added) by adding thereto a new section as follows:

21.05.020 – Imposition of excise tax on diesel fuel. [Expires by limitation on December 31, 2022, unless at a general election before December 31, 2022, the majority of the registered voters of Carson City vote upon a question on a ballot to continue the imposition of the tax.]

1. Pursuant to NRS 373.062, there is hereby imposed an excise tax of 5 cents per gallon on diesel fuel sold in Carson City.

2. The receipts of the excise tax imposed by subsection 1, as apportioned to Carson City, must be deposited in the Carson City Regional Transportation Fund, or an equivalent successor fund, for the sole purpose of construction, maintenance, or repair of public highways, roads, streets and alleys, other than those maintained by the federal government and State of Nevada.

3. An amendment to a provision of chapter 366 of NRS that becomes effective on or after the effective date of this section, relates to the tax imposed by subsection 1 and does not conflict with any provision of chapter 373 of NRS is deemed to be incorporated by reference to this chapter on the effective date of any such amendment.

SECTION III:

That no other provisions of Title 21 of the Carson City Municipal Code are affected by this ordinance.

SECTION IV:

The contract made under NRS 373.070(1)(d) between Carson City and the State of Nevada, by and through the Nevada Department of Motor Vehicles (DMV), for the DMV to perform all functions incident to the administration or operation of the fuel tax ordinance shall be amended before the effective date below to include the diesel fuel tax imposed by this ordinance, unless the Board of Supervisors, with the written concurrence of the Carson City Regional Transportation Commission, determines that no amendment of the contract is necessary or desirable.

SECTION V:

This ordinance:

1. Becomes effective:

(a) Upon adoption and required publication for the purpose of performing any preparatory administrative tasks to carry out the provisions of this ordinance; and

(b) On August 1, 2020, for all other purposes.

2. Expires by limitation on December 31, 2022, unless at a general election before December 31, 2022, the majority of the registered voters of Carson City vote upon a question on a ballot to continue the imposition of the tax described in Section II of this ordinance.

PROPOSED on May 21, 2020 by Supervisor Brad Bonkowski

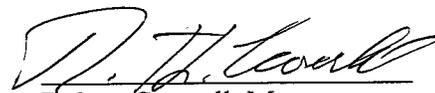
PASSED on June 4, 2020 by the following vote:

AYES: Supervisor Brad Bonkowski
Supervisor John Barrette
Supervisor Stacey Giomi
Mayor Robert Crowell

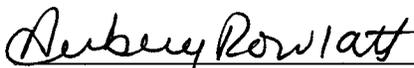
NAYS: Supervisor Lori Bagwell

ABSENT: None

ABSTAIN: None


Robert Crowell, Mayor
Carson City, Nevada

ATTEST:


AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the 20th day of June 2020.



Carson City Diesel Tax

Regional Transportation Commission
March 9, 2022

1

Background



- NRS 373.062 authorizes the Board of County Commissioners by ordinance to enact a tax on diesel fuel sold in the county in an amount not to exceed five cents per gallon in a county whose population is less than 100,000.
- The Carson City Board of Supervisors enacted Ordinance 2020-7 to impose a five-cent per gallon diesel fuel tax effective August 1, 2020, with a sunset provision for the expiration of the diesel fuel tax on December 31, 2022, unless the continuation of the diesel fuel tax is approved by the voters through a ballot question.
- \$685,000 in diesel fuel tax revenue collected-to-date (period of approximately 16 months) to fund design and construction of roadway projects
- Preparation for November 2022 ballot question

2

November 2022 Ballot Question Preparation and Schedule



- Per NRS 295.121, Clerk-Recorder is beginning the process of forming two ballot question committees to draft arguments for and against the ballot question

Timeline:

- **March 2022:** Advertise for Committees
- **April 2022:** BOS approve ballot question and appoint Committees
- **May 2022:** Committees complete the writing of arguments advocating or opposing the question
- **June 2022:** Committees submit rebuttals to arguments
- **July 2022:** Clerk and District Attorney's Office review the question, arguments, and rebuttals
- **July 18, 2022:** Final ballot question to Clerk



STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Bryan Byrne, Transportation / Traffic Engineer

Agenda Title: For Possible Action - Discussion and possible action regarding preliminary roundabout design alternatives for the East 5th Street Reconstruction Project (“Project”) located between Fairview Drive and Marsh Road.

Staff Summary: This Project includes the expansion of the roundabout located at the East 5th Street and Fairview Drive intersection, along with pavement preservation, waterline replacement, and ADA upgrades between Fairview Drive and March Road. Staff will present a status update of the Project including the results of an alternatives analysis and traffic impact study for the roundabout prior to advancing Project design to 30%. The Project was approved as part of the Performance District 3.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to direct staff to pursue the recommended roundabout design concept as discussed.

Background/Issues & Analysis

The Project includes a combination of pavement rehabilitation and pavement replacement on East 5th Street between Fairview Drive and Marsh Road, the expansion of the roundabout at the intersection East 5th Street and Fairview Drive, pathway and ADA upgrades, and waterline replacement. The Project is located in Performance District 3, as described in the approved 2019-2023 Pavement Management Plan.

Staff analyzed the existing traffic conditions and Level of Service (“LOS”) for the existing roundabout. Based on these values, the existing roundabout performs at a LOS “F”, meaning it is failing under 2021 traffic conditions. Carson City Municipal Code, Title 18 Appendix, Section 12.13.3.3 outlines that an overall LOS of “D” or better is typically required for all intersections. Other key factors were also reviewed and analyzed as part of the design alternatives analysis for the Project, including safety of traffic movements in a single or multi-lane configuration, pedestrian and bicycle access and safety, crash data, configuration based on entering and exiting movements, future growth and capacity, and overall impact to surrounding areas. Staff will provide a summary of the recommended alternative.

The construction of the Project is planned for the summer of 2023; however, the design for a proposed right-turn lane at Carson River Road has been completed, and this portion of the Project will be issued for bidding in the coming weeks. The proposed right-turn lane will be constructed in the summer of 2022.

Applicable Statute, Code, Policy, Rule or Regulation

N/A.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Project # P303521008, Regional Transportation Capital Improvements / 2503035-507101.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Project # P303521008 has been budgeted with funding obligated from Federal and various City Capital Improvement Accounts.

Alternatives

N/A

Supporting Material

-Exhibit-1: Presentation E 5th Street Roundabout at Fairview Intersection

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

March 9, 2022

E. 5th Street Roundabout at Fairview Intersection

Bryan Byrne, Transportation/Traffic Engineer – Public Works

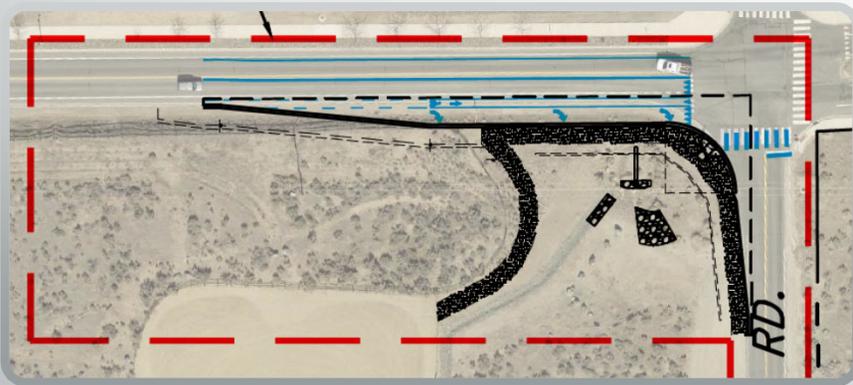
Agenda

- ➔ Project overview and status
- ➔ Existing conditions
- ➔ Alternatives
- ➔ Recommendation



Project Overview and Status

- This Project includes the expansion of the roundabout located at the East 5th Street and Fairview Drive intersection along with pavement preservation, waterline replacement, and ADA upgrades between Fairview Drive and Marsh Road.



- Alternatives of roundabout design
 - Proceed with 30% design based on recommendation
- Right turn lane 100 % designed
 - Out to bid in March
 - Construction summer 2022
- School expansion
 - 772 students existing
 - Proposed capacity of 950 students

Criteria & Considerations

- Municipal Code Title 18 Appendix: Overall Level of Service (LOS) of D or better
- Analysis based on 2050 traffic volumes
- Traffic movement/configuration safety
- Pedestrian and bicycle access and safety
- Size of roundabout

Table 1: Level of Service Definition for Intersections

Level of Service	Brief Description	Average Delay (seconds per vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Free flow conditions.	< 10	< 10
B	Stable conditions with some affect from other vehicles.	10 to 20	10 to 15
C	Stable conditions with significant affect from other vehicles.	20 to 35	15 to 25
D	High density traffic conditions still with stable flow.	35 to 55	25 to 35
E	At or near capacity flows.	55 to 80	35 to 50
F	Over capacity conditions.	> 80	> 50

Source: *Highway Capacity Manual (2010)*, Chapters 18 through 21

LOS A

LOS B

LOS C

LOS D

LOS E

LOS F

Existing Condition - 2021



- Single lane roundabout with single lane entry/exit
- Channelized right turn lane for east and westbound traffic
- Overall LOS F

Intersection	Control	AM Peak - 2021			Afternoon ¹		
		Delay	LOS	v/c ²	Delay ²	LOS	v/c ²
E. 5th St/Fairview Dr	RAB						
Overall		122.1	F	-	22.70	C	-
Northbound Approach		28.2	D	0.80	26.70	D	0.80
Southbound Approach		265.0	F	1.53	20.60	C	0.74
Eastbound Approach		27.2	D	0.75	18.00	C	0.62
Westbound Approach	61.3	F	1.02	24.20	C	0.75	

Alternative 1 2 Lanes NB/SB w/ EB/WB Right Turns

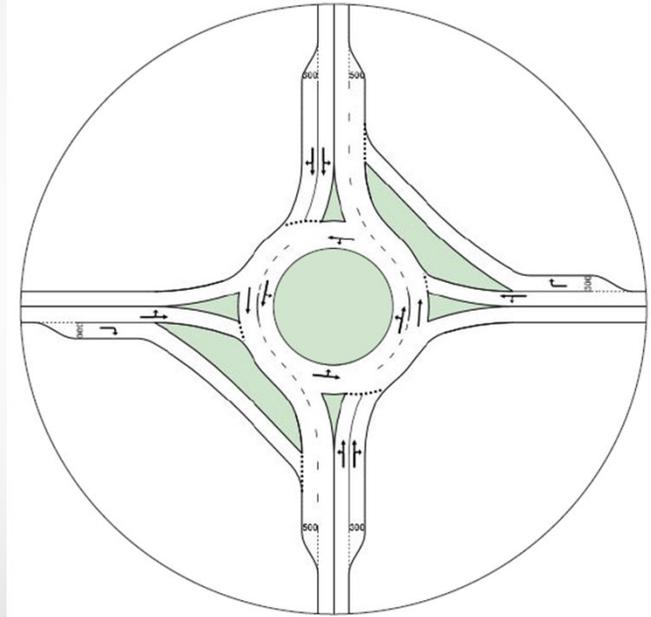
Advantages

- Increase capacity with simpler movements
- Flared entry curves (reduce entry speed)
- Shorter Ped/Bike Crossings
- Smallest footprint

Disadvantages

- Overall LOS slightly exceeds standard in 2050 AM Peak

*Future Alternative
(2 Lanes NB/SB & EB/WB Right Turns)*



Configuration	Movement	AM Peak - 2050			Afternoon ¹			PM Peak		
		Delay	LOS	v/c ²	Delay ²	LOS	v/c ²	Delay	LOS	v/c ²
Future Alternative (Two Lanes NB/SB & EB/WB Right Turn Lanes)	Overall	37.7	E	-	12.1	B	-	11	B	-
	Northbound Approach	18.7	C	0.58	13.2	B	0.5	14.3	B	0.57
	Southbound Approach	64.6	F	1.02	11.4	B	0.46	7.2	A	0.33
	Eastbound Approach	38.6	E	0.87	12.1	B	0.52	11.5	B	0.53
	Westbound Approach	18.6	C	0.8	11.6	B	0.54	8.8	A	0.25

Alternative 2

2 Circulating Lanes
2 Entry/Exit Lanes,
1 EB/WB Exit Lanes Legs

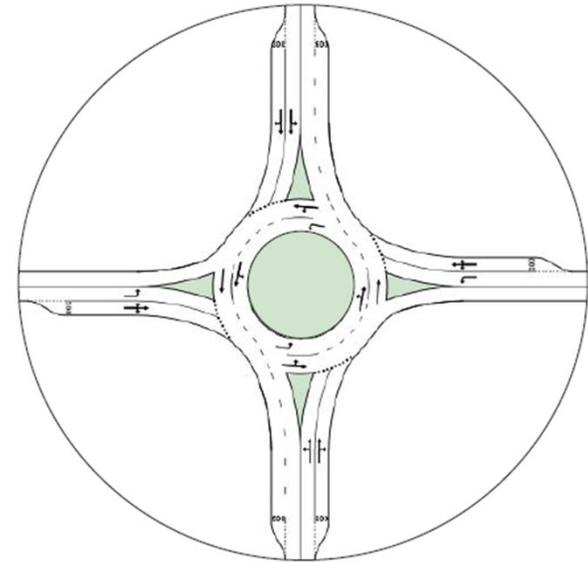
Advantages

- Meets LOS Criteria

Disadvantages

- Increase points of vehicle conflicts
- Creates shorter/flatter entry flares in NB/SB direction
- Driver Confusion

*Narrower East/West Legs
(2 Entry/Exit Lanes, 1 EB/WB Exit Lanes)*



Configuration	Movement	AM Peak			Afternoon ¹			PM Peak		
		Delay	LOS	v/c ²	Delay ²	LOS	v/c ²	Delay	LOS	v/c ²
Narrower East/West Legs (Two Circulating Lanes & 1 EB/WB Exit Lane)	Overall	22.1	C	-	10.6	B	-	8.9	A	-
	Northbound Approach	12.9	B	0.47	10.4	B	0.43	11.2	B	0.49
	Southbound Approach	29.5	D	0.85	9.4	A	0.41	6.8	A	0.31
	Eastbound Approach	24.9	C	0.75	10.6	B	0.45	8.2	A	0.29
	Westbound Approach	17.9	C	0.78	12.2	B	0.56	8.5	A	0.21

Alternative 3

2 Circulating Lanes 2 Entry/Exit – All Legs

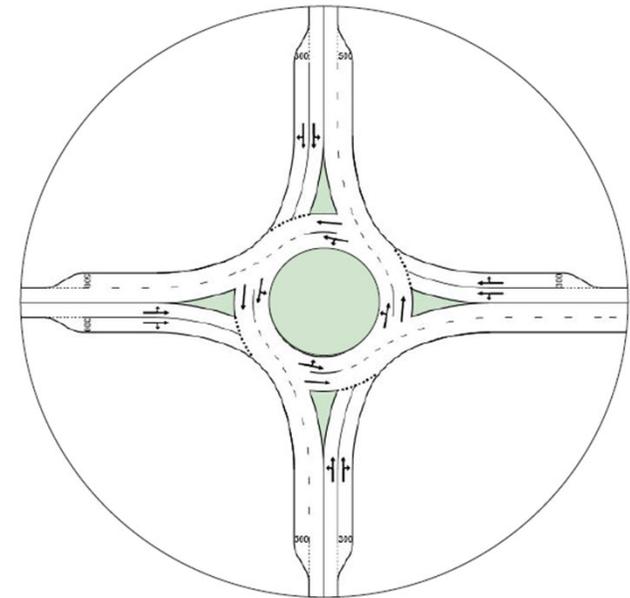
Advantages

- Meets LOS Criteria

Disadvantages

- Increase points of vehicle/ped conflicts
- Largest footprint; Creates shorter/flatter entry flares in NB/SB direction
- Longer Ped/Bike crossings
- Driver Confusion

*2 Circulating Lanes
(2 Entry/Exit Lanes - All Approaches)*



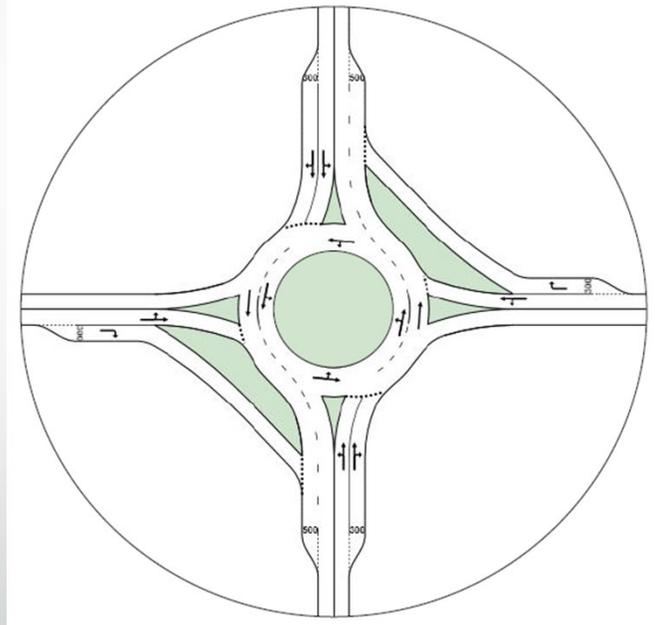
Configuration	Movement	AM Peak			Afternoon ¹			PM Peak		
		Delay	LOS	v/c ²	Delay ²	LOS	v/c ²	Delay	LOS	v/c ²
2-Lane (Two Circulating Lanes)	Overall	19.4	C	-	10	B	-	9	A	-
	Northbound Approach	12.9	B	0.47	10.4	B	0.43	11.2	B	0.4
	Southbound Approach	29.5	D	0.85	9.4	A	0.41	6.8	A	0.31
	Eastbound Approach	16.9	C	0.5	9.7	A	0.33	8.4	A	0.36
	Westbound Approach	13.2	B	0.6	10.5	B	0.42	8.4	A	0.17

Recommendation

- Staff recommends Alternative 1.
 - 2 Lanes NB/SB with EB/WB Right Turn Lanes.
 - Slightly exceeds LOS D, with 2050 projections
 - Fewer vehicle contact points
 - Simpler traffic movements
 - Smaller footprint

Alternative 1

*Future Alternative
(2 Lanes NB/SB & EB/WB Right Turns)*





Questions & Comments



STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Herback General Engineering, LLC (“Herback”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Center Drive Rehabilitation Project (“Project”) and to award Contract No. 21300258 for the Project to Herback for a total not to exceed amount of \$1,136,611.03.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes pavement reconstruction and construction of new sidewalk on Center Drive between Snyder Avenue and the Douglas County line. The Project also includes sanitary sewer and drainage improvements. The not to exceed amount of \$1,136,611.03 includes Herback’s base bid of \$1,055,691.50, an alternative bid item which lowered Herback’s bid to \$1,033,282.75, plus a 10% contingency of \$103,328.28. The engineer’s estimate was \$1,050,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

This is a rehabilitation project on Center Drive beginning south of Snyder Avenue and ending at the Douglas County line. The Project includes pavement rehabilitation, new curb and gutter with sidewalk along east side of Center Drive, and signing and striping updates. The Project also includes installation of new sanitary sewer services between Snyder Avenue and Clear Creek Road. The Project is located within Performance District 3.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on January 11, 2022. Six bids were opened at approximately 11:30 a.m. on February 15, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Jessica Moomey, Herback; Sharon Scott and Gary Isaman, MKD Construction; Kimberly Dixon and Andy Good, F.W. Carson Co.; Domenic Selmi, Rapid Construction; Eric Kendall, West Coast Paving, Inc.; Darcy Carpenter, Sierra Nevada Construction, Inc.; and Carol Akers, Carson City Purchasing and Contracts Administrator.

The Project solicitation included an alternative bid item. Bid line 1.30 outlines Full Depth Asphalt Cement (“AC”) Pavement Reconstruction at a depth of 6.5-inches of AC on Compacted Subgrade. The solicitation

offered an alternate bid item that could replace bid line 1.30 with 4-inches of AC on 8-inches of Aggregate Base, if the item resulted in a lower overall cost.

Name of Bidder	Base Bid Line 1.30	Base Bid	Alt Bid Line 1.30	Total w/ Alt Bid
Herback	\$390,552.50	\$1,055,691.50	\$368,143.75	\$1,033,282.75
West Coast Paving, Inv.	\$416,162.50	\$1,213,003.00	\$416,162.50	\$1,213,003.00
Aspen Developers Corp.	\$435,370.00	\$1,218,119.00	\$384,150.00	\$1,166,899.00
MKD Construction	\$464,181.25	\$ 1,347,777.00	\$473,785.00	\$1,357,380.75
F.W. Carson Co.	\$589,030.00	\$1,555,421.50	\$569,822.50	\$1,536,214.00
Sierra Nevada Construction, Inc.	\$448,175.00	\$1,613,813.25	\$496,193.75	\$1,661,832.00

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # P303521006, Regional Transportation fund, Capital Improvements / 2503035-507010; Wastewater fund, Capital Improvements / 5103205-507010 and Stormwater fund, Capital Improvements / 5053705-507010

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Improvements account / 2503035-507010 will be reduced by \$697,611.03, the Wastewater fund, Capital Improvements account / 5103205-507010 will be reduced by \$265,500, and the Stormwater fund, Capital Improvements account / 5053705-507010 will be reduced by \$173,500.

Alternatives

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

Supporting Material

- Exhibit-1: Draft Contract No. 21300258
- Exhibit-2: Contract No. 21300258 Bid Tabulation Report

Board Action Taken:

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

 (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300258

Title: Center Drive Rehabilitation Project

THIS CONTRACT made and entered into this 9th day of March 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and Herback General Engineering, 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(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does_) (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. 21300258**, titled **Center Drive Rehabilitation 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. 21300258 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 through 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 _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300258

Title: Center Drive Rehabilitation 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), 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:

Greg Herback, Owner
Herback General Engineering
2531 Nowlin Road
Minden, NV 89423
775-267-6800
pgriffin@herback.net and jmoomey@herback.net

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Thirty Three Thousand Two Hundred Eighty Two Dollars and 75/100 (\$1,033,282.75).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to

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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 obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300258

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

25. LOBBYING:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

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31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 21300258
Project# P303521006
Account # 2503035-507010
5103205-507010
5053705-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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: Greg Herback

TITLE: Owner

FIRM: Herback General Engineering

CARSON CITY BUSINESS LICENSE #: BL-006911

NEVADA CONTRACTORS LICENSE #: 0033090A

Address: 2531 Nowlin Road

City: Minden **State:** NV **Zip Code:** 89423

Telephone: 775-267-6800

E-mail Address: pgiffin@herback.net and jmoomey@herback.net

(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: 21300258

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 9, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300258** and titled **Center Drive Rehabilitation 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, CHAIRPERSON

DATED this 9th day of MARCH 2022

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 9th day of MARCH 2022

PERFORMANCE BOND

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

Bond #: _____

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

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the Regional Transportation Commission for Carson City, 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# 21300258** and titled **Center Drive Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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 the Regional Transportation Commission for Carson City, 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# 21300258** and titled **Center Drive Rehabilitation 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.



21300258 (PWP# CC-2022-140) Addendum 2 Herback General Engineering Supplier Response

Event Information

Number: 21300258 (PWP# CC-2022-140) Addendum 2
Title: Center Drive Rehabilitation Project
Type: Invitation for Bid
Issue Date: 1/11/2022
Deadline: 2/15/2022 11:00 AM (PT)
Notes: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Center Drive Rehabilitation Project. The project includes but is not limited to 8-inch sewer main installation, concrete sidewalk, curb and gutter installation, roadway reconstruction and stormdrain improvements. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. *All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.*
Engineers Estimate: \$1,050,000

This is a **Horizontal** construction project.

Contact Information

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

Herback General Engineering Information

Contact: Jessica Moomey
Address: 2531 Nowlin Road
Minden, NV 89423
Phone: (775) 301-0386
Email: jmoomey@herback.net

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

Jessica Moomey
Signature
Submitted at 2/15/2022 12:47:40 PM

jmoomey@herback.net
Email

Response Attachments

Executed Bid Bond Herback General Engineering.pdf

Bid Bond

Herback General Engineering Bid Package Center Drive Rehabilitation.pdf

Herback General Engineering Bid Package Center Drive Rehabilitation

Bid Lines

1	Package Header			
	Schedule A: Base Bid Items			
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Total:	\$1,055,691.50
	Package Items			
	1.1 Mobilization, Demobilization and Cleanup			
	Quantity: <u> 1 </u>	UOM: <u> LS </u>	Unit Price: \$113,000.00	Total: \$113,000.00
	1.2 Traffic Control			
	Quantity: <u> 1 </u>	UOM: <u> LS </u>	Unit Price: \$72,000.00	Total: \$72,000.00
	1.3 Stormwater Protection			
	Quantity: <u> 1 </u>	UOM: <u> LS </u>	Unit Price: \$23,000.00	Total: \$23,000.00
1.4 Sawcut, Remove and Replace Type 1 Curb & Gutter				
Quantity: <u> 21 </u>	UOM: <u> LF </u>	Unit Price: \$76.00	Total: \$1,596.00	
1.5 Sawcut, Remove and Replace Existing PCC Sidewalk				
Quantity: <u> 99 </u>	UOM: <u> SF </u>	Unit Price: \$16.00	Total: \$1,584.00	
1.6 Sawcut, Remove and Replace Existing PCC Pedestrian Curb Ramp, Including Detectable Warning Plates				
Quantity: <u> 298 </u>	UOM: <u> SF </u>	Unit Price: \$24.00	Total: \$7,152.00	
1.7 Remove Tree				
Quantity: <u> 2 </u>	UOM: <u> EA </u>	Unit Price: \$1,016.00	Total: \$2,032.00	
1.8 Remove, Salvage & Relocate Existing Wood Fencing, If Needed				
Quantity: <u> 83 </u>	UOM: <u> LF </u>	Unit Price: \$62.00	Total: \$5,146.00	

1.9 Lower & Raise Sewer & Stromdrain MH to Finish Grade For PavingQuantity: 3 UOM: EA Unit Price: Total: **1.10 Lower & Raise Water Valve Box/Cover to Finish Grade For Paving**Quantity: 5 UOM: EA Unit Price: Total: **1.11 Lower & Raise Water Meter Box/Cover to Finish Grade**Quantity: 2 UOM: EA Unit Price: Total: **1.12 Type 1 Curb & Gutter**Quantity: 287 UOM: LF Unit Price: Total: **1.13 Laid-Down Curb & Gutter**Quantity: 488 UOM: LF Unit Price: Total: **1.14 Type A PCC Sidewalk**Quantity: 4127 UOM: SF Unit Price: Total: **1.15 PCC Driveway Apron**Quantity: 691 UOM: SF Unit Price: Total: **1.16 PCC Driveway**Quantity: 677 UOM: SF Unit Price: Total: **1.17 PCC Pedestrian Curb Ramp, Incl. Detectable Warning Plates**Quantity: 143 UOM: SF Unit Price: Total: **1.18 4" Sewer Cleanout**Quantity: 4 UOM: EA Unit Price: Total: **1.19 4" SDR35 PVC Sewer Lateral**Quantity: 119 UOM: LF Unit Price: Total: **1.20 8" SDR35 PVC Sewer Main**Quantity: 893 UOM: LF Unit Price: Total: **1.21 48" Diameter Sewer Manhole**Quantity: 5 UOM: EA Unit Price: Total: **1.22 Remove Existing Sewer Manhole**Quantity: 1 UOM: EA Unit Price: Total: **1.23 Install Waterline Lowering/Raising, Sewer**Quantity: 3 UOM: EA Unit Price: Total: **1.24 Install 2" Water Air Release Valve**Quantity: 3 UOM: EA Unit Price: Total: **1.25 Install 6" HDPE DR11 Storm Drain Pipe**Quantity: 60 UOM: LF Unit Price: Total: **1.26 Install 14" HDPE DR11 Storm Drain Pipe**Quantity: 60 UOM: LF Unit Price: Total: **1.27 PCC Headwall**Quantity: 5 UOM: EA Unit Price: Total:

1.28 Earthwork: Ditch North of Clear Creek Ave.Quantity: 160 UOM: CY Unit Price: Total: **1.29 Class 150 Riprap: Ditch North of Clear Creek Ave.**Quantity: 205 UOM: TON Unit Price: Total: **1.30 Full Depth AC Pavement Reconstruction – Remove Existing Asphalt Pavement, Haul Excess Material Off-Site and Dispose, Place 6.5" AC on Compacted Subgrade**Quantity: 64025 UOM: SF Unit Price: Total: **1.31 3" Mill and Overlay with Fiber Reinforced Asphalt**Quantity: 3575 UOM: SF Unit Price: Total: **1.32 Remove & Reset Mailbox**Quantity: 2 UOM: EA Unit Price: Total: **1.33 Remove & Reset Existing Traffic Sign**Quantity: 5 UOM: EA Unit Price: Total: **1.34 Remove & Reset Existing Traffic Sign & Add Sign**Quantity: 1 UOM: EA Unit Price: Total: **1.35 Thermoplastic & Waterborne Pavement Striping**Quantity: 1 UOM: LS Unit Price: Total: **1.36 Remove Existing Storm Drain Manhole**Quantity: 1 UOM: EA Unit Price: Total: **1.37 Protect & Support Utility Pole**Quantity: 2 UOM: EA Unit Price: Total: **1.38 Remove and Replace Existing 15" RCP Storm Drain Pipe With 15" HDPE**Quantity: 53 UOM: LF Unit Price: Total: **1.39 Install 15" HDPE DR11 Storm Drain Pipe**Quantity: 66 UOM: LF Unit Price: Total: **1.40 Install 30" HDPE Storm Drain Pipe**Quantity: 53 UOM: LF Unit Price: Total: **1.41 Install 36" Sediment Trap**Quantity: 1 UOM: EA Unit Price: Total: **1.42 60" Diameter Storm Drain Manhole**Quantity: 1 UOM: EA Unit Price: Total: **1.43 Earthwork: Ditch South of Clear Creek Ave.**Quantity: 121 UOM: CY Unit Price: Total: **1.44 Class 150 Riprap: Ditch South of Clear Creek Ave.**Quantity: 445 UOM: TON Unit Price: Total: **1.45 Record Drawings**Quantity: 1 UOM: LS Unit Price: Total: **2 Package Header**

Schedule B: Alternate Bid Item

Exhibit A

Quantity: 1 UOM: EA Total:

Package Items

2.1 Full Depth AC Pavement Reconstruction – Remove Existing Asphalt Pavement, Haul Excess Material Off-Site and Dispose, Place 4" AC on 8" Imported Aggregate Base - (If selected this item will replace 6.5" AC, Line Item 30 of this bid proposal)

Quantity: 64025 UOM: SF Unit Price: Total:

Response Total: \$1,423,835.25

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Herback General Engineering LLC, 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 of bid dollars (\$ 5% of bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid# **21300258**, PWP# CC-2022-140, for the Project Title: **“Center Drive Rehabilitation Project”**.

NOW, THEREFORE,

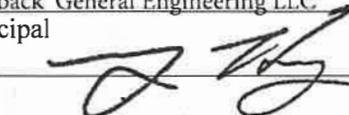
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents 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,

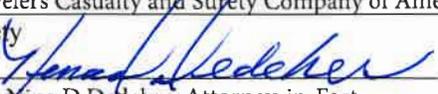
then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein 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: 02/10/2022

Herback General Engineering LLC
Principal
By: 

Travelers Casualty and Surety Company of America
Surety
By: 
Nina D Detleker, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

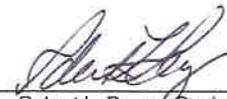
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **NINA D DEDEKER** of **RENO, Nevada**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

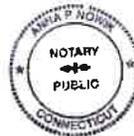
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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**, 2026




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 each of the Companies, 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

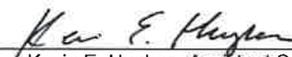
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, 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 each of the Companies, 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 10th day of February 2022




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BID PROPOSAL

BP.6 BIDDER INFORMATION:

Company Name:	Herback General Engineering
Federal ID No.:	61-1449376
Mailing Address:	2531 Nowlin Road
City, State, Zip Code:	Minden, Nevada 89423
Complete Telephone Number:	775-267-6800
Complete Fax Number:	775-267-6801
Fax Number including area code:	775-267-6801
E-mail:	pgriffin@herback.net & jmoomey@herback.net

Contact Person / Title:	Peter Griffin - Project Manager & Jessica Moomey Project Engineer
Mailing Address:	2531 Nowlin Road
City, State, Zip Code:	Minden, Nevada, 89423-8903
Complete Telephone Number:	775-267-6800
Complete Fax Number:	775-267-6801
E-mail Address:	pgriffin@herback.net & jmoomey@herback.net

BP.7 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0033090A
License Classification(s):	A
Limitation(s) of License:	\$4,000,000
Date Issued:	06/13/2003
Date of Expiration:	06/30/2022
Name of Licensee:	Herback General Engineering
Carson City Business License Number:	BL-006911-2022
Date Issued:	1/1/2022
Date of Expiration:	12/31/2022
Name of Licensee:	Herback General Engineering

BID PROPOSAL

BP.8 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Greg Herback
Address: 2531 Nowlin Road
City, State, Zip Code: Minden, NV
Telephone Number: 775-267-6800
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:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name & Title:

BP.9 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions Please see attached	Years With Firm
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BID PROPOSAL

Name 1)	
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Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

HERBACK

GENERAL ENGINEERING

NV Lic. # 33090.A
CA Lic. # 486035

2531 Nowlin Road
Minden, NV 89423

Telephone 775 267-6800
Fax 775 267-6801

KEY PERSONNEL

Greg Herback - Owner / Safety Officer

Experience:

- Civil construction since 1974
- California General Engineering Contractor since 1985
- Nevada General Engineering Contractor since 1991
- Sierra Mountain Paving, Inc., Owner - Grass Valley, CA 1985 – 1997
- Herback General Engineering, Owner – since 2003

Education:

- Sierra College
- Sacramento State University, Major – Civil Engineering

Certifications:

- Certified Inspector of Sediment and Erosion Control from CISEC, Inc.
- Qualified SWPPP Practitioner (QSP) from California Stormwater Quality Association and California Construction General Permit Training Team

Rotarian since 1998

Director Lake Valley Fire Protection District

Extensive Construction, Paving & Excavating experience including many USDA Forest Service, Caltrans, and Federal Highway Administration Projects including:

FDWA Silver Peak Road Paving

Caltrans Bridgeport Paving

FDWA Yosemite Improvements

Tahoe & El Dorado National Forests, including Camp Richardson, Emerald Bay, Meek's Bay, Turtle Rock, Spooner Summit, Angora Fire Suppression

Responsible for overall supervision including job budgeting, negotiating change orders and putting together technical proposals

Peter Griffin- Project Manager / Estimator

Experience: Over 30 years of experience in construction

- Seven years with Herback General Engineering
- Estimator/Project Manager for West Coast Paving for two years primarily engaged in Asphalt Paving, Grading and Underground Utilities.
- Managing Member for WES Construction for 15 years - Experience including Utility Maintenance / Contract Work, Public Works Construction, Residential Subdivision Construction, Commercial Site Work, Mining Site Work, Aggregates and Trucking.
- Projects ranging in size to over \$22 million.

Field experience including underground utilities, grading, equipment operator, training foreman/superintendent and all activities included with the position.

Nevada Contractors License: A General Engineering

Education:

Bachelor of Science, Civil Engineering Technology from Temple University, Philadelphia, PA

Accredited Course Work (3 Years) of Architecture from Temple University, Philadelphia, PA

Accredited Course Work (3 Years) of Civil Engineering from Drexel University, Philadelphia, PA

Tony Witherspoon- Project Manager

Experience: Over 20 years of experience as Project Manager / Foreman / Operator

- Fifteen years with Herback General Engineering including USDA Forest Service, Caltrans, & Federal Highway Administration projects:
 - Caltrans Lee Vining: Supervised and constructed right turn lane
 - NV FLAP Silver Peak Road- Project Manager overseeing grading, drainage, and paving operations.
 - Turtle Rock Fire Station, Angora Fire Suppression- Supervised mass grading through finish subgrade including over excavation and soil remediation
 - Meek's Bay & Spooner Summit- Supervised mass grading through finish subgrade including over excavation and soil remediation and BMP
 - Boulder Mountain Erosion Control: Project Manager overseeing erosion control improvements including culverts and subdrains, swales, curb and gutter, drainage inlets, drain basing and restoring paving.
 - Montgomery Estates Area 2 Erosion Control- Project Manager of project consisting of erosion control improvements of culverts, rock-

lined channels, blanket-lined channels, curb and gutter, drainage inlets, sediment traps, basins, and slope stabilization.

- Lee Vining Streets Rehabilitation- Project Manager overseeing the rehabilitation of local streets including removal and replacement of existing sidewalk, curb, gutter, asphalt, and drainage.
 - Nevada Stateline to Stateline Bikeway Project- Project Manager overseeing trail improvements in Tahoe Basin including new paved bikeway, parking area, installation of pre-manufactured restroom, boardwalk, grading and drainage improvements.
- Witherspoon Excavating –President & Operator Construction Company
 - Newell Construction –Foreman -Bridge & Road Construction- Interstate 74 Bridge-Oakwood, IL
 - Major Demolition for the City of Danville, IL

Tyler McArthur - Project Manager

Experience – Over 11 years of experience in construction

- Nine years with Herback General Engineering including the following projects:
 - Camp Richardson Campground 2017- Project Manager onsite, overseeing paving campground loops, concrete pathways, signage, etc.
 - Caltrans Bridgeport Paving- Forman onsite overseeing paving operations and assisting owner with day-to-day operations.
 - Camp Richardson Reconstruction- Forman on project, overseeing reconstruction of two campgrounds. Work included paving, grading, construction of pedestrian path, and culvert installation
 - Lee Vining Streets Rehabilitation – Project Manager overseeing the rehabilitation of local streets including removal and replacement of existing sidewalk, curb, gutter, asphalt, and drainage.\
 - ECC Wastewater Disposal Improvement - Installation of upgraded Emergency Command Center facility septic system located in the field beneath the AC parking area including demolition, replacement of pavement and overlay.
 - Montgomery Estates Area 2 Erosion Control - Project Manager of project consisting of erosion control improvements of culverts, rock-lined channels, blanket-lined channels, curb and gutter, drainage inlets, sediment traps, basins, and slope stabilization.
 - Boulder Mountain Erosion Control – Project Manager overseeing erosion control improvements including culverts and subdrains, swales, curb and gutter, drainage inlets, drain basing and restoring paving.
- 6 years of experience with Schauer Excavation as Foreman
- One year with Peavine Construction - specializing in pipe and underground utilities.

Nick Herback- Project Manager

Experience – Over 15 years of experience

- Fourteen years with Herback General Engineering including the following projects:
 - Yosemite South Entrance 2017 (FHWA)- Survey/ Grading Foreman onsite; overseeing all survey, layout, grading storm drain and surface improvements.
 - Caltrans Bridgeport Paving 2016(Caltrans)- Forman onsite overseeing paving operations and assisting owner with day-to-day operations.
 - Camp Richardson Reconstruction 2016/ 2017(USFS)- Forman on project, overseeing reconstruction of two campgrounds. Work included survey, paving, grading, construction of pedestrian path, and culvert installation
 - Silver Peak Road Rehabilitation 2016 (FHWA)- Foreman in charge of survey, grading, GPS for 16-mile roadway improvement
 - Arroyo Seco Road Rehabilitation 2015 (FHWA) Foreman in charge of survey, grading for 4-mile roadway improvement
 - Lee Vining Streets Rehabilitation 2013(Mono Co)– Foreman overseeing the rehabilitation of local streets including removal and replacement of existing sidewalk, curb, gutter, asphalt, and drainage.

Jessica Moomey - Project Engineer

Experience – Over 20 years of experience in construction.

- Provide Administrative Support to Owner, Project Managers
- Estimating, and RFQs
- Research bid opportunities for Owner and Construction Manager
- Organize and complete bid packages, solicit RFQs from subcontractors and suppliers, attend bid openings
- Coordinate preconstruction meetings and job walks
- Prepare, review, and track all Subcontracts, RFI's, Purchase Orders & Submittals.
- Maintain logs for subcontracts, prepare Purchase Orders, RFIs, maintain certificates of insurance for all subcontractors, and change orders, etc.
- Prepare Field for ongoing projects and prepare and submit submittals required for projects
- Support Owner, Field and Project Managers with day-to-day operations.
- Coordinate project travel for all projects

BID PROPOSAL

BP.10 REFERENCES:

Instructions:

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

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

Company Name 1): Please see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

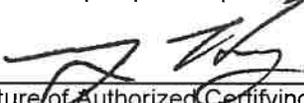
Performance History

<u>Customer</u>	<u>Project Name</u>	<u>Location</u>	<u>Scope of Work</u>	<u>Contact</u>	<u>Tele #</u>	<u>Completion Date</u>	<u>Project Amount</u>
Aramark / LandPlan	Asilomar State Beach	Pacific Grove, CA	ADA Site Accessibility	David Aquilina	831-642-4255	2014	\$ 2,480,602.69
Caltrans	Caltrans 09-35304	Lee Vining, CA	Bldg Demo / Road Maintenance	Joe Blommer	760-648-7906	2014	\$ 972,216.55
Saddle Keller Waterline Replacement	South Tahoe Public Utility District	South Lake Tahoe, CA	Waterline Replacement	Julie Ryan	530-543-6267	2014	\$ 1,855,928.52
Trout Creek Trail Phase 1	Town of Truckee	Truckee, CA	Bike Trail Rehabilitation	Jessica Thompson	530-582-2938	2014	\$ 1,133,292.00
Federal Highway Administration	Arroyo Seco Road	Greenfield, CA	Road Rehabilitation	Tom Bonar	303-990-4558	2015	\$ 3,584,518.65
USDA Forest Service	Mongollon Rim I/SR 300 & 144	Coconino Forest, AZ	Road Rehabilitation	Ray Holt	928-527-3524	2015	\$ 388,378.00
USDA Forest Service	I/SR 557 Improvement	Coconino Forest, AZ	Road Rehabilitation	Ray Holt	928-527-3524	2015	\$ 365,324.00
Nevada State Parks	North Canyon Creek	Spooner Dam, NV	Stream Redirection & Road Maintenance	Bob Beck	775-684-2789	2015	\$ 258,860.00
State of CA Dept of Gen Svcs	South Tahoe Greenway Trail	South Lake Tahoe, CA	Bike Trail Construction	Alonzo Arreola	916-376-1652	2015	\$ 405,476.00
Town of Minden	Minden Street Rehabilitation	Minden, NV	Street Rehabilitation / Paving	Jason Ferrin	775-883-1600	2015	\$ 272,378.00
USDA Forest Service	I/SR 244/171/222 Road Improvement	Coconino Forest, AZ	Road Reconditioning	Ed Monin	928-635-8370	2015	\$ 355,781.30
Town of Minden	Well No. 10 (Heybourne) Pump Station	Minden, NV	Pump Station Construction	Jason Ferrin	775-883-1600	2015	\$ 556,946.32
CA Dept of Parks & Rec	Emerald Bay State Park	Tahoma, CA	Access Imp/Water Treatment	Phil Hoek	530-313-0457	2016	\$ 2,124,082.00
Department of General Services	Camp Richardson	South Lake Tahoe, CA	Trail Restoration	Jordan Burge	530-543-2670	2016	\$ 2,746,879.30
CA Dept. Parks & Rec	Mendocino Woodlands Camp 1	Mendocino, CA	Wastewater System	Rod Tuttle	916-445-8742	2016	\$ 1,051,225.00
Federal Highway Administration	Silver Peak Road	Tonopah, NV	Grading /Drainage/Paving	Robert Hurd	805-550-9071	2016	\$ 11,295,857.39
Town of Mammoth Lakes	Lake Mary Road Multi-Use Path	Mammoth Lakes, CA	Construction of Multi-Use Path	Jamie Robertson	760-965-3653	2016	\$ 713,279.46
Caltrans	Caltrans 09-360604	Bridgeport, CA	Cold Plane/Paving	Joe Blommer	760-648-7906	2017	\$ 4,408,631.00
USDA Forest Service	Camp Richardson 2017	South Lake Tahoe, CA	Campground Improvements	Matthew Gagnon	530-543-2822	2017	\$ 676,021.00
Caltrans	Caltrans 09-346704	Lee Vining, CA	Construct Right Turn Lane	Lee Scotese	760-937-8955	2017	\$ 1,571,544.30
Federal Highway Administration	Yosemite South Entrance	Yosemite, CA	Earthwork/Pulverization/Paving/Drainage	Scott Wolfert	559-802-3848	2018	\$ 7,674,458.65
Caltrans	Caltrans 09-357504	Inyo County, CA	Construct Culverts	Lin Hartanto	760-937-3243	2018	\$ 2,088,751.00
CA Dept. Parks & Rec	Weyland Bridge Re-Installation	Big Sur, CA	Installation & Rehabilitation of Bridge	John Hiles	831-236-0556	2018	\$ 907,863.00
Minden Tahoe Airport/ Douglas	Eastside Utility Installation	Minden, NV	Installation of Water & Sanitary Utilities	Chris Nocks	970-242-0101	2018	\$ 1,391,919.00
Federal Highway Administration	Meeks Bay Bike Path	Meeks Bay/Tahoe City	Bike Path Construction/Bridge/Paving/Sidewalk	Jonathan Giraldo	413-210-0052	2018	\$ 5,033,798.70
Nevada State Parks	Pitchfork Phase #1 Primitive Campground	Yerington, NV	Construction of Campground	Lacey Tisler	775-684-2784	2018	\$ 2,264,277.61
Minden Tahoe Airport/ Douglas	Relocate Bliss Road	Minden, NV	Road Relocation	Chris Nocks	970-242-0101	2018	\$ 524,768.00
USDA Forest Service	I/SR 132,133,700 Road Reconditioning	Coconino Forest, AZ	Road Reconditioning	Sean Untalan	928-527-3575	2018	\$ 476,585.00
Nevada State Parks	Pitchfork Phase #2 Primitive Campground	Yerington, NV	Campground Ranch Improvements	Shannon McKnight	775-684-2790	2019	\$ 2,625,446.00
USDA Forest Service	I/SR 109 Road Reconditioning	Kaibab National Forest	Road Reconditioning	Michael Carico	(602) 225-5330	2019	\$ 111,991.25
Farr West Engineering	River Vista Road Replacement	Lyon County, NV	Road Replacement	Christina Brennan	(775) 997-7485	2019	\$ 132,832.00
Douglas County	Walley's Well Replacement	Douglas County, NV	Well Replacement/Connection	Ron Roman	(775) 690-3025	2019	\$ 183,293.35
Caltrans 09-369804	Construction State HWY Route 6	Chalfant Valley, CA	Construct Two Way Turning Lane	Steve Tisell	(760) 872-0794	2019	\$ 1,254,944.80
City of South Lake Tahoe	2019 Road Rehabilitation Project Phase 1	South Lake Tahoe, CA	Road Rehabilitation	Randy Carlson	(530) 542-6033	2019	\$ 1,112,914.45
Modoc National Forest	MDP Road Resurfacing Task Order	Alturas, CA	Road Resurfacing	Chris Bielecki	(530) 233-8850	2019	\$ 364,477.00
City of South Lake Tahoe	Sierra Blvd Complete Street Project	South Lake Tahoe, CA	Complete Streets Rehabilitation	Stan Hill	(530) 542-6039	2019	\$ 4,986,953.00
Carson City Public Works	Senior Center Parking Lot Reconstruction	Carson City, NV	Parking Lot Reconstruction	Jeff Freeman	(775) 887-2112	2019	\$ 218,754.80
Federal Highway Administration	CA FHWY KERN 12(1) 900(1) Trails(1)	Kern County, CA	Parking Lot & Trails	Lou Haasis	(720) 963-3664	2020	\$ 922,459.50
Douglas County Public Works	China Springs WWTP	Douglas County, NV	Aeration Improvements	Rick Robillard	(775) 782-6274	2020	\$ 67,190.00
Federal Highway Administration	NV PLAP CR 196(2) Silver Peak Road	Esmeralda County, NV	Road Reconstruction	Ryan Phillips	(702) 963-3566	2020	\$ 4,943,212.25
Federal Highway Administration	CA PLAP SR 89(2) Meeks Bay Option X	Placer County, CA	Shared Use Trail, Restoration	Brad Durski	(775) 303-1331	2020	\$ 486,532.38
California State Parks	Pfeiffer Big Sur Weyland Bridge Re-Instal	Big Sur, CA	Bridge Re-Installation	Rod Tuttel	(916) 803-0288	2021	\$ 594,288.00

BID PROPOSAL

BP. 11 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
 Greg Herback

 Printed Name

Owner

 Title
 02/15/2022

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2020	.87	0
2021	.81	0

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.12 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 Herback General Engineering	Address 2531 Nowlin Road, Minden, NV 89423	
Phone 775-267-6800	Nevada Contractor License # 0033090A	Limit of License \$4,000,000.00
Description of work Demo, Grading, Paving		
Name of Subcontractor Premo Concrete Construction	Address 1399 Meadow Lane, Gardnerville, NV 89410	
Phone 775-600-3743	Nevada Contractor License # 0086636	Limit of License \$245,000
Description of work Concrete		
Name of Subcontractor Silver State Barricade & Sign	Address 1997 Glendale Ave, Sparks, NV 89431	
Phone 775-331-0907	Nevada Contractor License # N/A	Limit of License N/A
Description of work Traffic Control		
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.13 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 Herback General Engineering	Address 2531 Nowlin Road, Minden, NV 89423	
Phone 775-267-6800	Nevada Contractor License # 0033090A	Limit of License \$4,000,000.00
Description of work Demo, Grading, Paving		
Name of Subcontractor Premo Concrete Construction	Address 1399 Meadow Lane, Gardnerville, NV 89410	
Phone 775-600-3743	Nevada Contractor License # 0086636	Limit of License \$245,000.00
Description of work Concrete		
Name of Subcontractor Silver State Barricade & Sign	Address 1977 Glendale Ave., Sparks, NV 89431	
Phone 775-331-0907	Nevada Contractor License # N/A	Limit of License N/A
Description of work Traffic Control		
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. 14 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address <div style="text-align: center; color: blue;">N/A</div>	
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, Jessica Moomey, on behalf of the Contractor, Herback General Engineering, 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. **21300258**. Project Name "**Center Drive Rehabilitation 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 Herback General Engineering, 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.**

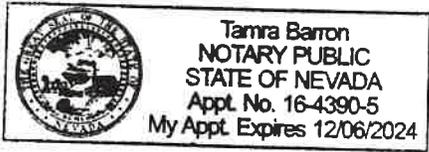
By: Jessica Moomey Title: Project Engineer

Signature: Jessica Moomey Date: 02/15/2022

Signed and sworn to (or affirmed) before me on this 15th day of February, 2022,
by Jessica Moomey (name of person making statement).

State of Nevada)
County of Douglas)ss.

Tamra Barron STAMP AND SEAL
Notary Signature



BID PROPOSAL

BP.15 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Douglas)

I Greg Herback (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 "Center Drive Rehabilitation Project", contract number **21300258**, 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: Greg Herback
TITLE: Owner
FIRM: Herback General Engineering
Address: 2531 Nowlin Road
City, State, Zip: Minden, NV 89423
Telephone: 775-267-6800
Fax: 775-267-6801
E-mail Address: pgriffin@herback.net & jmoomey@herback.net

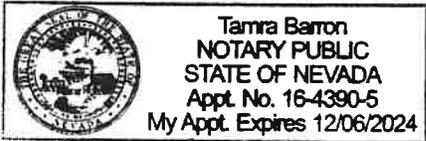

(Signature of Bidder)

DATED: 02/15/2022

Signed and sworn (or affirmed) before me on this 15th day of February, 2022, by
Gregory Herback


(Signature of Notary)

(Notary Stamp)



Certification of Authorization and Understanding

Project Name: Center Drive Rehabilitation Project

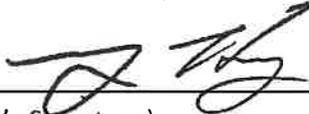
Project Number: PWP#CC-2022-140

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.

Tamra Barron
Payroll Officer (Name)


Payroll Officer (Signature)

Herback General Engineering
(Name of Contractor/Subcontractor)

By 
(Owner's Signature)

Owner
(Title)

33090A
(Contractor/Subcontractor License Number)

02/15/2022
(Date)

Conflict of Interest Disclosure Form

Date: 02/15/2022

Project: Center Drive Rehabilitation Project

Title: Owner

Name: Greg Herback

Position: Owner

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: 02/15/2022

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

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

Project Workforce Checklist

Contract No. CC20214 Project Name: Center Drive Rehabilitation Project

Contractor/Subcontractor: HERBACK GENERAL ENGINEERING

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

*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:  Here
 Name and Title: PAUL GRIFFIN - PM
 Date: 2/16/2022
 Contractor Name: HERBACCK GENERAL ENR.

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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

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

Project Workforce Checklist

Contract No. CC1022140 Project Name: Center Drive Rehabilitation Project

Contractor/Subcontractor: PREMO CONCRETE CONSTRUCTION, LLC

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician			<u>N/A</u>	Yes	No
Alarm Installer			<u>N/A</u>	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.			<u>N/A</u>	Yes	No
Carpenter, (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)			<u>N/A</u>	Yes	No
Cement Mason (Can also include Laborers)		<u>No</u>	N/A	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.			<u>N/A</u>	Yes	No
Elevator Constructor			<u>N/A</u>	Yes	No
Floor Coverer			<u>N/A</u>	Yes	No
Glazier (see also Painters and Allied Trades)			<u>N/A</u>	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.			<u>N/A</u>	Yes	No
Iron Worker, can also include fence erectors (steel/iron)		<u>No</u>	N/A	Yes	No
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector		<u>No</u>	N/A	Yes	No
Lubrication and Service Engineer			<u>N/A</u>	Yes	No
Mechanical Insulator			<u>N/A</u>	Yes	No
Millwright			<u>N/A</u>	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.			<u>N/A</u>	Yes	No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.			<u>N/A</u>	Yes	No
Pile Driver (non-equipment)			<u>N/A</u>	Yes	No
Plasterer			<u>N/A</u>	Yes	No
Plumber/Pipefitter			<u>N/A</u>	Yes	No

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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: M. J. Premo
 Name and Title: MATT PREMO
 Date: 2/16/2022
 Contractor Name: PREMO CONCRETE CONSTRUCTION, LLC

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 E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: CC2022140 Project Name: Center Drive Rehabilitation

Contractor/Subcontractor: Silver State Barricade & Sign

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

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Clear Page

	Yes	No	N/A	✓	Yes	No
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: David Eaton
 Name and Title: David Eaton, Traffic Control Manager
 Date: 2/16/2022
 Contractor Name: Silver State Barricade & Sign

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

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21300258 (PWP# CC-2022-140)
P303521006

District 3 - Center Drive Rehabilitation Project
Date and Time of Opening 2/15/2022 @ 11:30am

Specification Responses			Herback General Engineering		Aspen Developers Corp		West Coast Paving, Inc.		MKD Construction		Sierra Nevada Construction, Inc.		FW Carson Co		
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization and Cleanup	LS	1	\$113,000.00	\$ 113,000.00	\$56,026.00	\$ 56,026.00	\$44,000.00	\$ 44,000.00	\$150,000.00	\$ 150,000.00	\$125,000.00	\$ 125,000.00	\$83,400.00	\$ 83,400.00
1.2	Traffic Control	LS	1	\$72,000.00	\$ 72,000.00	\$60,000.00	\$ 60,000.00	\$65,000.00	\$ 65,000.00	\$66,942.25	\$ 66,942.25	\$200,341.25	\$ 200,341.25	\$72,600.00	\$ 72,600.00
1.3	Stormwater Protection	LS	1	\$23,000.00	\$ 23,000.00	\$5,000.00	\$ 5,000.00	\$4,300.00	\$ 4,300.00	\$14,000.00	\$ 14,000.00	\$2,500.00	\$ 2,500.00	\$36,000.00	\$ 36,000.00
1.4	Sawcut, Remove and Replace Type 1 Curb & Gutter	LF	21	\$76.00	\$ 1,596.00	\$70.00	\$ 1,470.00	\$25.00	\$ 525.00	\$200.00	\$ 4,200.00	\$100.00	\$ 2,100.00	\$198.00	\$ 4,158.00
1.5	Sawcut, Remove and Replace Existing PCC Sidewalk	SF	99	\$16.00	\$ 1,584.00	\$22.00	\$ 2,178.00	\$8.00	\$ 792.00	\$47.00	\$ 4,653.00	\$35.00	\$ 3,465.00	\$42.00	\$ 4,158.00
1.6	Sawcut, Remove and Replace Existing PCC Pedestrian Curb Ramp, Including Detectable Warning Plates	SF	298	\$24.00	\$ 7,152.00	\$32.00	\$ 9,536.00	\$12.00	\$ 3,576.00	\$57.00	\$ 16,986.00	\$85.00	\$ 25,330.00	\$39.00	\$ 11,622.00
1.7	Remove Tree	EA	2	\$1,016.00	\$ 2,032.00	\$1,000.00	\$ 2,000.00	\$650.00	\$ 1,300.00	\$1,500.00	\$ 3,000.00	\$750.00	\$ 1,500.00	\$3,400.00	\$ 6,800.00
1.8	Remove, Salvage & Relocate Existing Wood Fencing, If Needed	LF	83	\$62.00	\$ 5,146.00	\$50.00	\$ 4,150.00	\$67.00	\$ 5,561.00	\$70.00	\$ 5,810.00	\$75.00	\$ 6,225.00	\$73.00	\$ 6,059.00
1.9	Lower & Raise Sewer & Stormdrain MH to Finish Grade For Paving	EA	3	\$1,300.00	\$ 3,900.00	\$1,000.00	\$ 3,000.00	\$950.00	\$ 2,850.00	\$2,650.00	\$ 7,950.00	\$1,600.00	\$ 4,800.00	\$1,800.00	\$ 5,400.00
1.10	Lower & Raise Water Valve Box/Cover to Finish Grade For Paving	EA	5	\$600.00	\$ 3,000.00	\$800.00	\$ 4,000.00	\$900.00	\$ 4,500.00	\$1,330.00	\$ 6,650.00	\$900.00	\$ 4,500.00	\$1,200.00	\$ 6,000.00
1.11	Lower & Raise Water Meter Box/Cover to Finish Grade	EA	2	\$1,280.00	\$ 2,560.00	\$800.00	\$ 1,600.00	\$900.00	\$ 1,800.00	\$1,820.00	\$ 3,640.00	\$1,350.00	\$ 2,700.00	\$1,200.00	\$ 2,400.00
1.12	Type 1 Curb & Gutter	LF	287	\$49.50	\$ 14,206.50	\$50.00	\$ 14,350.00	\$54.00	\$ 15,498.00	\$81.00	\$ 23,247.00	\$68.00	\$ 19,516.00	\$104.00	\$ 29,848.00
1.13	Laid-Down Curb & Gutter	LF	488	\$49.25	\$ 24,034.00	\$50.00	\$ 24,400.00	\$48.00	\$ 23,424.00	\$85.00	\$ 41,480.00	\$68.00	\$ 33,184.00	\$93.00	\$ 45,384.00
1.14	Type A PCC Sidewalk	SF	4127	\$13.00	\$ 53,651.00	\$15.00	\$ 61,905.00	\$12.00	\$ 49,524.00	\$15.00	\$ 61,905.00	\$18.00	\$ 74,286.00	\$17.00	\$ 70,159.00
1.15	PCC Driveway Apron	SF	691	\$20.00	\$ 13,820.00	\$20.00	\$ 13,820.00	\$21.00	\$ 14,511.00	\$30.00	\$ 20,730.00	\$36.00	\$ 24,876.00	\$31.00	\$ 21,421.00
1.16	PCC Driveway	SF	677	\$20.00	\$ 13,540.00	\$20.00	\$ 13,540.00	\$21.00	\$ 14,217.00	\$30.00	\$ 20,310.00	\$35.00	\$ 23,695.00	\$30.00	\$ 20,310.00
1.17	PCC Pedestrian Curb Ramp, Incl. Detectable Warning Plates	SF	143	\$21.00	\$ 3,003.00	\$33.00	\$ 4,719.00	\$61.00	\$ 8,723.00	\$90.00	\$ 12,870.00	\$75.00	\$ 10,725.00	\$67.00	\$ 9,581.00
1.18	4" Sewer Cleanout	First ce	4	\$1,460.00	\$ 5,840.00	\$1,000.00	\$ 4,000.00	\$1,500.00	\$ 6,000.00	\$1,000.00	\$ 4,000.00	\$2,000.00	\$ 8,000.00	\$1,400.00	\$ 5,600.00
1.19	4" SDR35 PVC Sewer Lateral	LF	119	\$137.00	\$ 16,303.00	\$150.00	\$ 17,850.00	\$114.00	\$ 13,566.00	\$125.00	\$ 14,875.00	\$225.00	\$ 26,775.00	\$85.00	\$ 10,115.00
1.20	8" SDR35 PVC Sewer Main	LF	893	\$44.00	\$ 39,292.00	\$180.00	\$ 160,740.00	\$134.00	\$ 119,662.00	\$100.00	\$ 89,300.00	\$200.00	\$ 178,600.00	\$135.00	\$ 120,555.00
1.21	48" Diameter Sewer Manhole	EA	5	\$6,865.00	\$ 34,325.00	\$10,000.00	\$ 50,000.00	\$10,300.00	\$ 51,500.00	\$10,000.00	\$ 50,000.00	\$13,500.00	\$ 67,500.00	\$6,900.00	\$ 34,500.00
1.22	Remove Existing Sewer Manhole	EA	1	\$1,610.00	\$ 1,610.00	\$3,000.00	\$ 3,000.00	\$5,400.00	\$ 5,400.00	\$7,000.00	\$ 7,000.00	\$6,500.00	\$ 6,500.00	\$4,400.00	\$ 4,400.00
1.23	Install Waterline Lowering/Raising, Sewer	EA	3	\$12,000.00	\$ 36,000.00	\$18,000.00	\$ 54,000.00	\$25,800.00	\$ 77,400.00	\$8,000.00	\$ 24,000.00	\$16,500.00	\$ 49,500.00	\$10,600.00	\$ 31,800.00
1.24	Install 2" Water Air Release Valve	EA	3	\$5,600.00	\$ 16,800.00	\$6,000.00	\$ 18,000.00	\$7,200.00	\$ 21,600.00	\$4,500.00	\$ 13,500.00	\$6,500.00	\$ 19,500.00	\$5,700.00	\$ 17,100.00
1.25	Install 6" HDPE DR11 Storm Drain Pipe	LF	60	\$55.00	\$ 3,300.00	\$70.00	\$ 4,200.00	\$27.00	\$ 1,620.00	\$100.00	\$ 6,000.00	\$90.00	\$ 5,400.00	\$84.00	\$ 5,040.00
1.26	Install 14" HDPE DR11 Storm Drain Pipe	LF	60	\$81.00	\$ 4,860.00	\$100.00	\$ 6,000.00	\$52.00	\$ 3,120.00	\$120.00	\$ 7,200.00	\$135.00	\$ 8,100.00	\$140.00	\$ 8,400.00
1.27	PCC Headwall	EA	5	\$2,200.00	\$ 11,000.00	\$5,500.00	\$ 27,500.00	\$6,700.00	\$ 33,500.00	\$5,250.00	\$ 26,250.00	\$5,500.00	\$ 27,500.00	\$7,300.00	\$ 36,500.00
1.28	Earthwork: Ditch North of Clear Creek Ave.	CY	160	\$29.00	\$ 4,640.00	\$65.00	\$ 10,400.00	\$120.00	\$ 19,200.00	\$50.00	\$ 8,000.00	\$120.00	\$ 19,200.00	\$105.00	\$ 16,800.00
1.29	Class 150 Riprap: Ditch North of Clear Creek Ave.	TON	205	\$96.00	\$ 19,680.00	\$57.00	\$ 11,685.00	\$98.00	\$ 20,090.00	\$70.00	\$ 14,350.00	\$65.00	\$ 13,325.00	\$163.00	\$ 33,415.00
1.30	Full Depth AC Pavement Reconstruction Remove Existing Asphalt Pavement, Haul Excess Material Off-Site and Dispose, Place 6.5 AC on Compacted Subgrade	SF	64025	\$6.10	\$ 390,552.50	\$6.80	\$ 435,370.00	\$6.50	\$ 416,162.50	\$7.25	\$ 464,181.25	\$7.00	\$ 448,175.00	\$9.20	\$ 589,030.00
1.31	3" Mill and Overlay with Fiber Reinforced Asphalt	SF	3575	\$3.90	\$ 13,942.50	\$6.00	\$ 21,450.00	\$2.40	\$ 8,580.00	\$8.70	\$ 31,102.50	\$7.00	\$ 25,025.00	\$2.90	\$ 10,367.50
1.32	Remove & Reset Mailbox	EA	2	\$400.00	\$ 800.00	\$550.00	\$ 1,100.00	\$730.00	\$ 1,460.00	\$450.00	\$ 900.00	\$500.00	\$ 1,000.00	\$500.00	\$ 1,000.00
1.33	Remove & Reset Existing Traffic Sign	EA	5	\$400.00	\$ 2,000.00	\$550.00	\$ 2,750.00	\$516.00	\$ 2,580.00	\$600.00	\$ 3,000.00	\$750.00	\$ 3,750.00	\$700.00	\$ 3,500.00
1.34	Remove & Reset Existing Traffic Sign & Add Sign	EA	1	\$450.00	\$ 450.00	\$550.00	\$ 550.00	\$516.00	\$ 516.00	\$850.00	\$ 850.00	\$650.00	\$ 650.00	\$900.00	\$ 900.00
1.35	Thermoplastic & Waterborne Pavement Striping	LS	1	\$6,500.00	\$ 6,500.00	\$6,000.00	\$ 6,000.00	\$4,700.00	\$ 4,700.00	\$5,500.00	\$ 5,500.00	\$5,500.00	\$ 5,500.00	\$6,600.00	\$ 6,600.00
1.36	Remove Existing Storm Drain Manhole	EA	1	\$1,610.00	\$ 1,610.00	\$3,000.00	\$ 3,000.00	\$5,400.00	\$ 5,400.00	\$5,300.00	\$ 5,300.00	\$5,000.00	\$ 5,000.00	\$4,400.00	\$ 4,400.00
1.37	Protect & Support Utility Pole	EA	2	\$4,500.00	\$ 9,000.00	\$1,500.00	\$ 3,000.00	\$4,100.00	\$ 8,200.00	\$4,000.00	\$ 8,000.00	\$1,500.00	\$ 3,000.00	\$18,100.00	\$ 36,200.00
1.38	Remove and Replace Existing 15" RCP Storm Drain Pipe With 15" HDPE	LF	53	\$115.00	\$ 6,095.00	\$180.00	\$ 9,540.00	\$155.00	\$ 8,215.00	\$100.00	\$ 5,300.00	\$225.00	\$ 11,925.00	\$240.00	\$ 12,720.00
1.39	Install 15" HDPE DR11 Storm Drain Pipe	LF	66	\$83.00	\$ 5,478.00	\$100.00	\$ 6,600.00	\$134.00	\$ 8,844.00	\$200.00	\$ 13,200.00	\$250.00	\$ 16,500.00	\$137.00	\$ 9,042.00
1.40	Install 30" HDPE Storm Drain Pipe	LF	53	\$220.00	\$ 11,660.00	\$320.00	\$ 16,960.00	\$335.00	\$ 17,755.00	\$215.00	\$ 11,395.00	\$400.00	\$ 21,200.00	\$281.00	\$ 14,893.00
1.41	Install 36" Sediment Trap	EA	1	\$4,200.00	\$ 4,200.00	\$7,500.00	\$ 7,500.00	\$13,000.00	\$ 13,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$8,100.00	\$ 8,100.00
1.42	60" Diameter Storm Drain Manhole	EA	1	\$5,800.00	\$ 5,800.00	\$9,000.00	\$ 9,000.00	\$18,600.00	\$ 18,600.00	\$15,000.00	\$ 15,000.00	\$18,000.00	\$ 18,000.00	\$10,800.00	\$ 10,800.00
1.43	Earthwork: Ditch South of Clear Creek Ave.	CY	121	\$29.00	\$ 3,509.00	\$65.00	\$ 7,865.00	\$140.00	\$ 16,940.00	\$50.00	\$ 6,050.00	\$120.00	\$ 14,520.00	\$119.00	\$ 14,399.00
1.44	Class 150 Riprap: Ditch South of Clear Creek Ave.	TON	445	\$96.00	\$ 42,720.00	\$57.00	\$ 25,365.00	\$98.00	\$ 43,610.00	\$70.00	\$ 31,150.00	\$65.00	\$ 28,925.00	\$161.00	\$ 71,645.00
1.45	Record Drawings	LS	1	\$500.00	\$ 500.00	\$13,000.00	\$ 13,000.00	\$5,681.50	\$ 5,681.50	\$3,000.00	\$ 3,000.00	\$1,000.00	\$ 1,000.00	\$2,300.00	\$ 2,300.00
1	Schedule A: Base Bid Items	EA	1		\$1,055,691.50		\$1,218,119.00		\$1,213,003.00		\$1,347,777.00		\$1,613,813.25		\$1,555,421.50
2.1	Full Depth AC Pavement Reconstruction Remove Existing Asphalt Pavement, Haul Excess Material Off-Site and Dispose, Place 4 AC on 8 Imported Aggregate Base -(If selected this item will replace 6.5" AC, Line Item 30 of this bid proposal)	SF	64025	\$5.75	\$ 368,143.75	\$6.00	\$ 384,150.00	\$6.50	\$ 416,162.50	\$7.40	\$ 473,785.00	\$7.75	\$ 496,193.75	\$8.90	\$ 569,822.50
2	Schedule B: Alternate Bid Item	EA	1	\$368,143.75	\$368,143.75	\$384,150.00	\$384,150.00	\$416,162.50	\$416,162.50	\$473,785.00	\$473,785.00	\$496,193.75	\$496,193.75	\$569,822.50	\$569,822.50

Carson City is recommending award of the contract to Herback General Engineering and is tentatively scheduled for award at the March 9, 2022 Regional Transportation Commission meeting.

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STAFF REPORT

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

Meeting Date: March 9, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract 21300284 for HDR Engineering, Inc. (“HDR”) to perform civil engineering services for the Appion Way Intersection and Traffic Signal Design Project (“Project”) for a total not to exceed amount of \$223,120.

Staff Summary: The Project is an intersection improvement project in Performance District 4 and includes roadway and traffic signal design at the intersection of South Carson Street and Appion Way. The Project also includes preliminary design of the re-alignment of Snyder Avenue. HDR will assist Carson City staff by performing project management and completing the traffic signal and civil engineering design plans for the Project. The Project’s not to exceed amount of \$223,120 covers two phases. Phase 1 will require the expenditure of a not to exceed amount of \$153,984.00 during Fiscal Year (“FY”) 2022. RTC has the right to exercise an option for Phase 2, which would require the expenditure of an additional amount, not to exceed \$69,136.00. The final design, which includes both Project phases, is anticipated to take approximately 12 months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the contract as presented.

Background/Issues & Analysis

The Project includes traffic signal and intersection improvements at the intersection of South Carson Street and Appion Way. Carson City documented the need to construct a new traffic signal and intersection improvements in a variety of reports including the South Carson Street Traffic Evaluation (Completed in May 2019) and the Southwest Carson Circulation Study (Completed May 2020) as necessary to improve traffic circulation and accommodate current and future development in the area. This part of Carson City is rapidly developing with a mix of multi-use family developments and exciting commercial developments. Currently, there are no signalized access points on South Carson Street between I-580 and Clearview Drive, resulting in traffic operational inefficiencies. The Project has gained wide support and represents an example of a public-private partnership, as it has received partial funding from the private sector through pro-rata developer contributions, as well as partial funding from the City’s Redevelopment Authority.

HDR was selected for the Project using Carson City’s Transportation Engineering Qualified Consultant List. HDR will complete the design of the Project in two phases. Under Phase 1, which would be paid for during FY 2022, HDR will be conducting all Project management activities, Project survey, utility investigation, and

preliminary traffic signal, hydraulic design, and roadway design elements to approximately a 50% level of design.

The proposed contract also gives RTC the right to exercise an option for Phase 2 work. The second phase of this scope of work to include completion of 90% and final design plans, specifications, and cost estimates. The issue of whether RTC should exercise that option will be presented to the RTC at a future meeting. The final design for the Project is anticipated to be completed in the summer of 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270; NRS Ch. 338; NRS 625.530(3)

Financial Information

Is there a fiscal impact? Yes No

If yes, account name / number: Project # P751021002; Redevelopment Capital Improvements / 6037510-507010 and Regional Transportation fund, Infrastructure Capital account / 2503035-507102

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

If approved, Project # P751021002 will decrease by \$153,984. The funding available in Project # P751021002 is \$158,000.

Alternatives

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

Supporting Material

-Exhibit-1: Draft Contract No. 21300284

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

THIS CONTRACT made and entered into this _____ day of _____, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and HDR Engineering, Inc., 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 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. 21300284** (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". As shown in Exhibit A, the SERVICES are composed of two phases: tasks 1 to 5, hereinafter referred to as "PHASE 1 SERVICES" and tasks 6 to 7, hereinafter referred to as "PHASE 2 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. 21300284

Title: Appion Way Intersection and Traffic Signal Design

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 two (2) 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

(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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

citizens of the State of Nevada.

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 April 1, 2022, subject to Regional Transportation Commission approval (anticipated to be March 9, 2022) and, as to PHASE 1 SERVICES, ends on June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION). Until June 30, 2024, **CITY** shall have the right to exercise an option for **CONSULTANT** to perform the PHASE 2 SERVICES described in Exhibit A.

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), 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

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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 **CONSULTANT** shall be addressed to:

Craig Smart, Associate Vice President
HDR Engineering Inc.
6750 Via Austi Pkwy, Suite 350
Las Vegas, NV 89119
702-938-6000 / 702-938-6060
Craig.smart@hdrinc.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

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the PHASE 1 SERVICES specified in **Section 2** (SCOPE OF WORK) and **Exhibit A** and **CITY** agrees to pay **CONSULTANT** compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Fifty Three Thousand Nine Hundred Eighty Four Dollars and 00/100 (\$153,984.00), and hereinafter referred to as "Contract Sum". The parties additionally agree that, if **CITY** exercises the option for PHASE 2 SERVICES, **CONSULTANT** will provide the PHASE 2 SERVICES specified in **Section 2** (SCOPE OF WORK) and **Exhibit A** and **CITY** agrees to pay **CONSULTANT** the compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Nine Thousand One Hundred Thirty Six Dollars and 00/100 (\$69,136.00). The term "Contract Sum" shall include the sum paid for PHASE 2 SERVICES if the **CITY** exercises its option for the PHASE 2 SERVICES.

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 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 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.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

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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 **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,

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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

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

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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 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, negligent errors, negligent 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

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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.

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):**

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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 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

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\$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, 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 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

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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 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.
- 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

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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 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.

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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 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,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

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, 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(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 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. 21300284

Title: Appion Way Intersection and Traffic Signal Design

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:

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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# P751021002
Account: 6037510 507010
2503505-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Christopher Martinovich, Transportation Manager
Telephone: 775-283-7367

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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: Craig Smart

TITLE: Associate Vice President

FIRM: HDR ENGINEERING, INC.

CARSON CITY BUSINESS LICENSE #: BL-000611

Address: 6750 Via Austi Pkwy, Suite 350

City: Las Vegas **State:** NV **Zip Code:** 89119

Telephone: (702) 938-6000 / **Fax:** (702) 938-6060

E-mail Address: craig.smart@hdrinc.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. 21300284

Title: Appion Way Intersection and Traffic Signal Design

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 9, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300284**. 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 9th day of March 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 9th day of March 2022.

Exhibit A

Scope of Services Appion Way Signal

1.0 GENERAL

1.1 PROJECT LOCATION AND PURPOSE

Carson City has identified a need to construct a new traffic signal at the intersection of South Carson Street and Appion Way in south Carson City (the PROJECT). The concept for a traffic signal is documented in a variety of reports including the *Final South Carson Street Traffic Evaluation (May 2019)* and the *Snyder/Appion Alternatives Analysis (May 2020)*.

HDR (SERVICE PROVIDER) been asked to develop a scope and fee for the complete design of a new traffic signal at the intersection of South Carson Street and Appion Way.

The preferred concept for the signalized intersection is shown in the exhibit attached. The design should accommodate a four-leg intersection; however, Carson City does not know when the fourth (eastern) leg will be constructed. Therefore, the signalized intersection should be designed to operate as a three-leg intersection in the near term, and a four-leg intersection in the long term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed.

The intersection is in Carson City ROW along roads owned by Carson City. The exact location of NDOT ROW has not been surveyed but is generally believed to be just south of the intersection curb returns.

1.2 GENERAL DESCRIPTION OF SERVICES

The work included in the Scope of Services for the PROJECT consists of providing final design, engineering, and plan preparation for signal, roadway, and drainage design.

The Scope of Services for this work shall include the following major tasks:

- Project Management
- One presentation to a Board/Commission including maps and presentation materials
- Survey Site and identify ROW
- Utility Investigation (including SUE)
- Roadway Design and Geometric Design of the intersection at South Carson Street and Appion Way
- Drainage Design
- Conceptual Design (15%) only for the removal of existing Snyder Avenue at and to 100-ft east of the South Carson Street intersection per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope).
- Investigate future right turn lane removal (from Carson St. to existing Snyder Ave.).
- Access management review of Appion Way
- Traffic Signal Design
- Intersection Lighting Design
- Submittals of Plans at 50%, 90%, and Final Design. Bid Item unit quantities and Engineer's Opinion of Probable Cost for 90% and Final design will be included.

Carson City will complete the contract documents, specifications, and special provisions. Traffic Control during construction is assumed Lump Sum and to be designed by contractor.

Carson City will acquire NDOT permits identified by HDR.

Carson City to furnish their latest bid tabulations and cost information for recent projects.

1.3 DESIGN CRITERIA

The SERVICE PROVIDER shall follow all applicable City, NDOT, federal, state, and locally adopted and accepted criteria for the PROJECT. Applicable standards for this PROJECT are contained in the most recent version at the time of contract including:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Storm Water Quality Manuals
- AASHTO A Policy on Geometric Design of Highways and Streets (Green Book)
- AASHTO Roadside Design Guide
- Applicable FHWA design references
- NDOT Right of Way Manual
- Carson City Drainage Manual – October 19, 2020
- Standard Specifications for Public Works Construction (Orange Book), and Carson Amendments
- Standard Plans for the City of Carson

2.0 PROJECT MANAGEMENT

The SERVICE PROVIDER shall coordinate with the Carson City Project Manager and manage SERVICE PROVIDER team to complete PROJECT within schedule. Services will include, but not limited to, meeting participation and coordination.

The SERVICE PROVIDER will provide a licensed professional engineer in the State of Nevada as a Project Manager to deliver the services described. The SERVICE PROVIDER shall manage / coordinate PROJECT development activities with the City and NDOT. This will be done in coordination with the City's Project Manager. The SERVICE PROVIDER will be responsible for coordinating, attending, and preparing exhibits and preparing meeting minutes for those meetings as required by the City. Project Management tasks, activities, and deliverables may include:

- Coordination and Documentation of SERVICE PROVIDER team
- Monthly progress reporting
- QA/QC
- Attend monthly and miscellaneous meetings
 - Meeting assumptions:
 - Kick Off Meeting
 - 1 x 2 hour meeting
 - PM, designer, 1 other person from HDR will attend
 - Compiling and distributing meeting minutes afterward

- Project Coordination Meetings with City Staff
 - 1 x 1 hour meetings (online) per month, for 12 months
 - PM, designer, 1 other person from HDR will attend
 - Compiling and distributing meeting minutes afterward
- One 2 hour meeting with NDOT for coordination (online)
 - PM, designer, drainage, and traffic person from HDR will attend
- 50% comment review (online)
 - Assumed 4 hours
 - PM, designer, 1 other person from HDR will attend
- 90% comment review (online)
 - Assumed 4 hours
 - PM, designer, 1 other person from HDR will attend

3.0 SURVEY

3.1 Survey through Sub-consultant RCI

Task 1 – Topographic & Right-of-Way Survey

- Perform project control, property lines, easements, and right-of-way survey referenced to the Carson City Control Network.
- Perform aerial drone flight of project area with an anticipated flight height of 100' – 200' above ground level (AGL).
- Perform topographic laser scan of project area for the location of asphalt surface between existing curb improvements.
- Perform conventional topographic survey of all visible existing improvements excluding asphalt, striping and other existing improvements in the traveled way.
 - Conventional field survey will be performed at a 50' cross section interval with a minimum of three (3) shots for each radius and spandrel at each intersection and will extend a minimum of 100' past curb returns and at all cross streets.
 - Location of any existing utilities, existing underground utilities, and all visible utility surface features, even if not identified by Carson City.
 - All poles, pole foundations, valves, and manholes will be located with a single topographic measurement. All utility vaults and boxes will be located with a minimum of three (3) corner measurements.
- Perform QA/QC of aerial drone and laser scanning data.

Task 2 – Right-of-Way Mapping

- Perform right-of-way mapping research and resolution for project area from information provided by Carson City Public works and that obtained from existing NDOT mapping.

Task 3 – Project Base Mapping

- Prepare project base map based on the Carson City CAD standards from information collected in Task 1 & 2 above. Base map will be at a scale of 1" = 40' with a minimum contour interval of 1'.
- Prepare Project control plan identifying existing project control and boundary information.

Deliverables:

- Project base map based on the Carson City CAD standards from information collected in Task 1 & 2 above. Base map will be at a scale of 1" = 40' with a minimum contour interval of a 1'.
- Signed hard-copy plot of project control plan identifying existing project control and boundary information.
- Signed Hard-copy plot of completed topographic survey.
- DVD or Flash Drive of all project mapping.

4.0 SUE

4.1 SUE through Sub-consultant Horrocks

Task 1 - 8 Quality Level "A" test holes

Includes:

- Permit preparation, application, and fees to obtain the necessary traffic control and occupancy permits.
- Traffic control devices and maintenance.
- VAC truck and personnel to perform the field work.
- Management, field supervisors, and supporting staff required to complete the work and perform quality control.

All work will be conducted according to ASCE Standard Guidelines, stamped by a Nevada registered PE, and will include a separate test hole data sheet for each location.

Cost \$1,500.00/test hole. If additional depth over 8 feet occurs, costs for additional depth will be calculated at \$160/foot where utilities are deeper than 8 feet. Please note that test holes where no utility is found but require the same effort or more (due to going deeper or wider) will be invoiced at the same rate as test holes where utilities are found. Replacement of sidewalk or curb panels has not been included as part of this work.

Deliverable:

- Final electronic report. To be submitted within 2 weeks of completion of the pothole survey.

5.0 50% DESIGN

5.1 Survey Review

Designers to review survey results.

5.2 SUE Review and Hole Selection

Designers set location for exploratory holes.
Designers to review SUE results.

5.3 Utility Coordination

PM and Designers to coordinate utilities found on project site.

5.4 Drainage Design

5.4.1 Drainage Design

- Assume all flow:
 - On the east side of South Carson Street North of Snyder Ave, turns eastward at Snyder and does not cross Snyder southward and does not enter the project area south of Snyder.
 - On the west side of South Carson Street stays on the west side of South Carson Street and is captured and conveyed with existing in place curb and gutter, drop inlets, and the concrete lined channel.
 - On the east side of Oak Street does not flow westward into the project area.
- Design of stormwater capture and conveyance infrastructure will be based on the Carson City Drainage Manual – October 19, 2020 assuming the following:
 - Previously developed drainage report for South Carson Street will be provided to HDR for review and confirmation of contributing flow rates to project area.
 - If there is no document available, then the drainage area shown in the figure below will be assumed.
 - Flows from the northeast side of South Carson Street are assumed to turn eastward at Snyder Ave. and will not enter or impact the project area.
 - Flows on the west side of South Carson Street will continue to enter the Voltaire concrete-lined channel and be unimpacted by this project.
 - It is assumed that new facilities will tie into the existing drainage system (overland swale to a detention basin), including new DIs on the east side of South Carson Street and laterals.
 - It is assumed that new underground storm drain conveyance will be approximately 100 feet long.



5.4.2 Technical Drainage Memo

- A basic drainage study will be compiled
- It is assumed that the study will be no more than 5 pages of narrative + 2 figures.

The following are not considered included in this scope of work and would require a change order to incorporate:

- No changes to drainage for the north and south “legs” of the intersection (on South Carson Street).
- No changes to drainage for the west “leg” of the intersection (the existing concrete lined channel).
- No changes to or evaluation of water rights.
- No design of impoundment facilities. Project will be limited to conveying stormwater runoff.
- No modifications will be made to the Voltaire Canyon Detention Basin, nor to the contributing swale along the north side of the detention basin.
- Carson City staff will conduct all coordination with Nevada DOT staff regarding contributing flow impacts to the Voltaire Canyon Detention Basin.
- Carson City staff will conduct all required coordination with FEMA.

5.5 Roadway Design

Develop 50% design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave. Remove/reconfigure median island on Carson Street. The left turn lane shall be stripped out for no immediate use
- Design shall accommodate future right turn lane on S. Carson St. NB to future Snyder Ave. Construction of right turn lane will not take place under this contract. Signal and lighting poles shall be located to avoid future construction.
- No work to existing NB right turn lane to existing Snyder. Turn lane to remain in current state.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- No quantities or estimate with 50% plan submittal
- Note: No landscaping design is included in this scope.
 - An opportunity exists to landscape the 1,000 linear foot strip between the frontage road and the east side of South Carson Street. A simple swale is planned for this area at this time in the design. At the City's discretion and for an additional fee, a landscape architect can be incorporated onto the design team to design an attractive vegetated strip with bushes and deciduous trees, etc.
 - No irrigation is currently included in the design.
 - Design of the roadways to be in conformance with Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.

5.6 Traffic Signal Design

Develop 50% design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design shall be in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right -turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

5.7 50% Design comment review meeting

- Service Provider to meet with City and review the 50% Plan submittal.
- It is assumed that a “communal” platform (Bluebeam Session, or similar) to review design drawing comments will be used, in lieu of a spreadsheet list of comments format. Such a platform will allow multiple reviewers to collaboratively review and will allow HDR to respond and address in a much more efficient manner.

5.8 Investigate Future Work at Snyder and Concept at Appion.

- Investigate future connection from Snyder Ave. to Appion Way (run roadway profile to show feasibility of tie-in elevation to Carson St.) per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope).
- Conceptual Design (15%) for the removal of existing Snyder Avenue and the existing right turn lane on Carson Street at and to 100-ft east of the South Carson Street intersection per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope). Include proposed new right turn from Carson Street to Snyder in conceptual design as shown in alternative 2a.
- Conceptual review of future Appion way for removal of left turn at this location. It is assumed that this does not include any traffic analysis for the left turn removal, and is a roadway conceptual review only.

Deliverables:

- Final Drainage Study Report. To be submitted with 90% Plan submittal.
- 50% Plans for Drainage, Roadway and Traffic Signal Designs.
- Descriptive Memos
 - Future connection
 - Conceptual Design (15%) w/one plan sheet
 - Appion Review

PHASE 2 - FY 2023

6.0 PS&E Design 90%

6.1 Drainage Design

- Continue with Drainage Design from 50%.
- Incorporate comments from 50% review.

6.2 Roadway Design

Develop 90% design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- Add ped crossings across Carson St., Appion Way
- Incorporate comments from the 50% review.

- Design of the roadway to be in conformance with AASHTO, NDOT or Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.

6.3 Traffic Signal Design

Develop 90% design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right-turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

6.4 Quantities and Engineer's Estimate

- Develop List of Bid Items and Quantities
- Develop Engineer's Opinion of Probable Cost

6.5 90% Design comment review meeting

- Service Provider to meet with City and review the 90% Plan submittal.
- It is assumed that a "communal" platform (Bluebeam Session, or similar) to review design drawing comments will be used, in lieu of a spreadsheet list of comments format. Such a platform will allow multiple reviewers to collaboratively review and will allow HDR to respond and address in a much more efficient manner.

Deliverables:

- Final Drainage Study Report. To be submitted with 90% Plan submittal.
- 90% Plans for Drainage, Roadway, and Traffic Signal Designs.

7.0 PS&E Design Final

7.1 Drainage Design

- Continue with Drainage Design from 90%.
- Incorporate comments from 90% review.

7.2 Roadway Design

Develop Final design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave.
- Add right turn lane on Carson St. NB to future Snyder Ave.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- Add ped crossings across Carson St., Appion Way, and future Snyder Ave.
- Design of the roadway to be in conformance with AASHTO, NDOT or Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.
- Incorporate comments from the 90% review.

7.3 Traffic Signal Design

Develop Final design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right-turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

7.4 Quantities and Engineer's Opinion of Probable Cost

- Develop List of Bid Items and Quantities
- Develop Engineer's Opinion of Probable Cost

Deliverables:

- Final Plans for Drainage, Roadway, and Traffic Signal Designs.
- Final Engineers Opinion of Probable Cost

8.0 Anticipated Plan Sheets

The design plans to be submitted will include the following:

- Cover, Legend, Drawing Index, General Notes and Details – 3 sheets
 - Survey Control Plan - 3
 - Typical Sections - 2
 - Removal Plan - 1
 - Roadway Plan and Profile - 3
 - Intersection/Curb Ramp Grading - 2
 - Construction Details (to be added at the 90% design phase) - 2
 - Utility Plan - 2
 - Drainage Plan/Details - 4
 - Signing and Marking Plan - 2
 - Streetlight Plan - 1
 - Traffic Signal Plan - 2
- Total Estimated Sheets -27



Option 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (not included in final design for construction but to be used as preferred option for conceptual design as basis for intersection geometry)

PROJECT NAME - Appion Signal

Loaded Cost Per Hour	\$ 274.38	\$ 248.04	\$ 230.58	\$ 142.83	\$ 184.92	\$ 235.03	\$ 187.65	\$ 165.93	\$ 198.33	\$ 106.41	\$ 104.10		
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Task	Name	Reid Kaiser	Laycee Kolkman	Asaft Abdo	Nate Truet	Maroun Ghanem	Pfeifer/Hsu	Greg Burst	Paul Oxborrow	Eric Anders	Hannah Nicholes	Jaymee Miller	Total Labor Hours	Loaded Labor Costs	Direct Costs
Task	Description	Project Principal	Project Manager	Roadway QA/QC	Roadway Engineer	Rdwy Designer	Drainage QA/QC	Senior Drainage Engineer	Drainage Engineer	Traffic Engineer QA/QC	Traffic EIT	Project Controller	Total Labor Hours	Loaded Labor Costs	Direct Costs
1	General														
2	Project Management & Meetings														
2.1	Design Project Administration	4	24									30	58	\$ 10,173.48	\$ 300.00
2.2	Kick-off meeting		2		2			2					6	\$ 1,157.04	
2.3	Progress and coordination meetings		12		12			6			6		36	\$ 6,454.80	\$ 60.00
2.4	NDOT coordination meetings		2		2			2			2		8	\$ 1,369.86	
	Sub-Total Hours/Cost	4	40	0	16	0	0	10	0	0	8	30	108	\$ 19,155.18	\$ 360.00
3	Survey														
3.1	Survey through Sub-consultant RCI												0		\$ 27,500.00
	Sub-Total Hours/Cost												0	\$ -	\$ 27,500.00
4	SUE														
4.1	SUE through Sub-consultant Horracks														\$ 12,000.00
	Sub-Total Hours/Cost													\$ -	\$ 12,000.00
5	Preliminary Design 50%														
5.1	Survey Review		1		8	6							15	\$ 2,500.20	
5.2	SUE Review and Hole Selection		1		12			4			4		21	\$ 3,138.24	
5.3	Utility Coordination		1		30	20							51	\$ 8,231.34	
5.4	Drainage														
5.4.1	Drainage Design					10	6	30	54				100	\$ 17,849.08	
5.4.2	Technical Drainage Memo					10	2	12					24	\$ 4,571.05	
5.5	Roadway Design	4	2	12	80	65							163	\$ 27,806.76	
5.6	Traffic Signal Design		2		10					20	85		117	\$ 14,935.83	
5.7	50% Design comment review meeting		4	0	8	4					4		20	\$ 3,300.12	
5.8	Investigate/Concept Work														
5.8.1	Investigate future connection from Snyder Ave. to Appion Way (Model)		16								16		32	\$ 5,671.20	
5.8.2	Conceptual Design (15%) for Snyder removal		4		16						0		20	\$ 3,277.44	
5.8.3	Conceptual Review of Appion		8								16		24	\$ 3,686.88	
	Sub-Total Hours/Cost	4	39	12	164	115	8	46	54	20	125	0	587	\$ 94,968.14	
	2022 Hours	8	79	12	180	115	8	56	54	20	133	30	695		
	Total Cost Fiscal year 2022													\$ 114,123.32	\$ 39,860.00
														Check \$ 114,123.32	
6	PS&E Design 90%														
6.1	Drainage Design		1				8	20	48				77	\$ 13,845.89	
6.2	Roadway Design		1	12	60	55							128	\$ 21,755.40	
6.3	Traffic Signal Design		1							12	60		73	\$ 9,012.60	
6.4	Quantities & Engineers Estimate		1		4			4			4		13	\$ 1,995.60	
6.5	90% Design comment review meeting		4		8			4			4		20	\$ 3,311.04	
	Sub-Total Hours	0	8	12	72	55	8	28	48	12	68	0	311	\$ 49,920.53	\$ -
7	PS&E Design Final													\$ -	
7.1	Drainage Design		1	4			2	20	12				39	\$ 7,384.57	
7.2	Roadway Design	4	1		12	12							29	\$ 5,278.56	
7.3	Traffic Signal Design		1							12	24		37	\$ 5,181.84	
7.4	Quantities & Engineers Estimate		2		2			2			2		8	\$ 1,369.86	
	Sub-Total Hours/Cost	4	5	4	14	12	2	22	12	12	26	0	113	\$ 19,214.83	\$ -
	2023 Hours	4	13	16	86	67	10	50	60	24	94	0	424		
	Total Cost Fiscal year 2023													\$ 69,135.36	\$ -
														Check \$ 69,135.36	
	Total Hours	12	92	28	266	182	18	106	114	44	227	30	1119		
	Total Cost													\$ 183,258.68	\$ 39,860.00
														Check \$ 183,258.68	\$ 223,118.68



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: March 9, 2022
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: March 1, 2022
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

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

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	105	325
Street Patching Operation (tons of asphalt)	16	423
Pot Holes Repaired	48	144

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	38	202
Tree Removal	0	15
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	3,771

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	18	209
Curb & Gutter (linear feet)	20	1,442
Sidewalk & Flat Work (sq/ft)	740	7,131
Wheel Chair Ramps	0	2
Misc.		0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	392	1458
Shoulder Work on Asphalt Roads (feet)	2,288	6,933
Debris Cleaned	3	154

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	366	2,642
Lineal foot of ditch cleared	2,288	10,494
Pipe Hydro Flushed (linear feet)	185	4,253

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	506	4,890
Material Picked Up (yards)	317	2,445
City Parking Lots Swept	2	28

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	40	230
Bins Hauled for Sweeping Operation (yards)	32	201
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	28
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	223	223

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	22	129
Signs Replaced	18	68
Sign Post Replaced	6	29
Signs Refurbished/Replaced due to Graffiti Damage	208	227
Delineators Replaced	8	97
Cross Walks Painted	0	104

Stop Bars Painted	0	179
Yield Bars Painted	0	41
Right Arrows Painted	0	2
Left Arrows Painted	0	1
Straight Arrows Painted	0	1
Stop (word) Painted	0	47
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	17	30
Curb Painted (linear feet)	0	25

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	12
Sand/Salt mixture applied (Yards)	0	494
Brine mixture applied (Gallons)	0	3,790
Rain Event/Flood Control	0	4
Drainage Inlets Cleared	0	1002
Material removed from S/D system	0	137.5
Wind	0	0



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: March 9, 2022

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Bryan Byrne, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$81,092	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$152,415	3
P303519009 - Roop Street Rehabilitation Project	\$104,783	4
P303520001 - FY 2020 District 2 Long Street Project	\$1,471,710	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$685,007	6
P303521001 - Colorado Street CDBG Pavement Project	\$134,304	7
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$111,447	8
P303521007 - 2021 School Zones	\$267,535	9
P303521008 - District 3 E. 5th Street Reconstruction Project	\$28,579	10
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$11,818	11
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$12,539	12
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$13,844	13
P751021001 - East William Complete Streets Project	\$32,250	14
	\$3,107,324	

*As of February 28, 2022; includes design, construction management, and construction costs to date.

Project Name: Freeway Multi-Use Path to Edmonds Sports Complex
Project Number: P303518008
Department Lead: Public Works

Project Cost to Date	\$81,092	As of Date	Grant Funded	Total Budget
		February 28, 2021	Yes	\$1,618,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
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 a 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

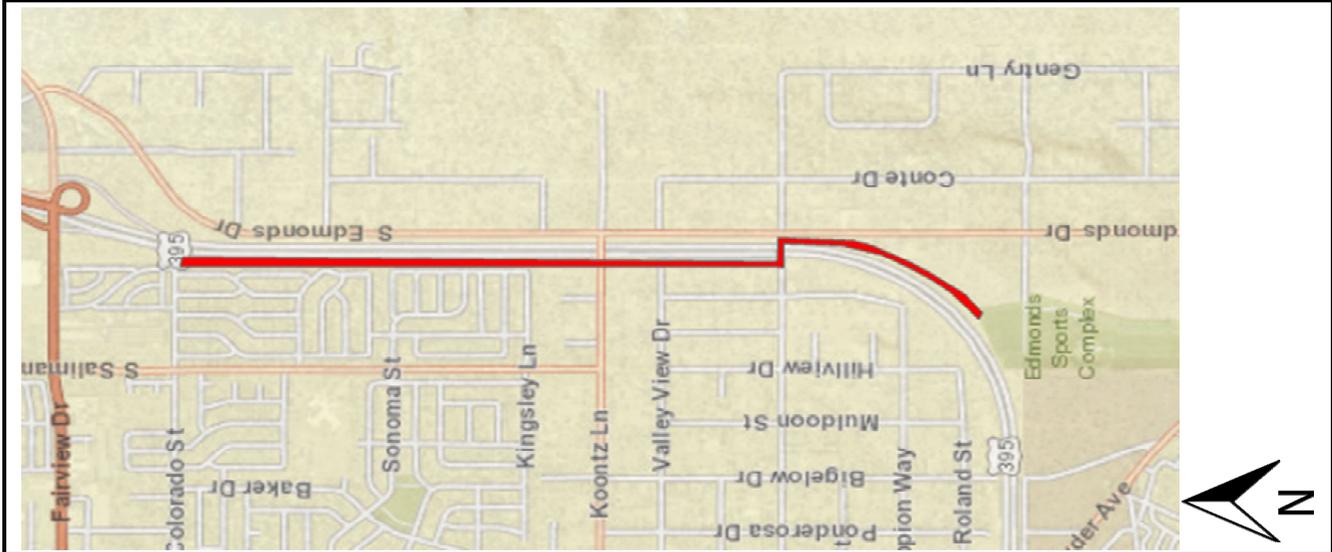
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

This project is currently in the design phase. 90% design has been completed. Portions of the path fall within BLM property and thus require an easement. The City has submitted an application to the BLM to allow for the multi-use path within BLM property. Initial indication from the BLM is that the easement will be authorized this spring or summer. As a result, the construction is delayed until 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-22	23-Sep-19
Construction	Apr-23	Oct-23	TBD



Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction Project
Project Number: P303519006
Department Lead: Public Works

Project Cost to Date	\$152,415	As of Date	Grant Funded	Total Budget
		February 28, 2022	Yes	\$5,367,525
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	\$5,063,500

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

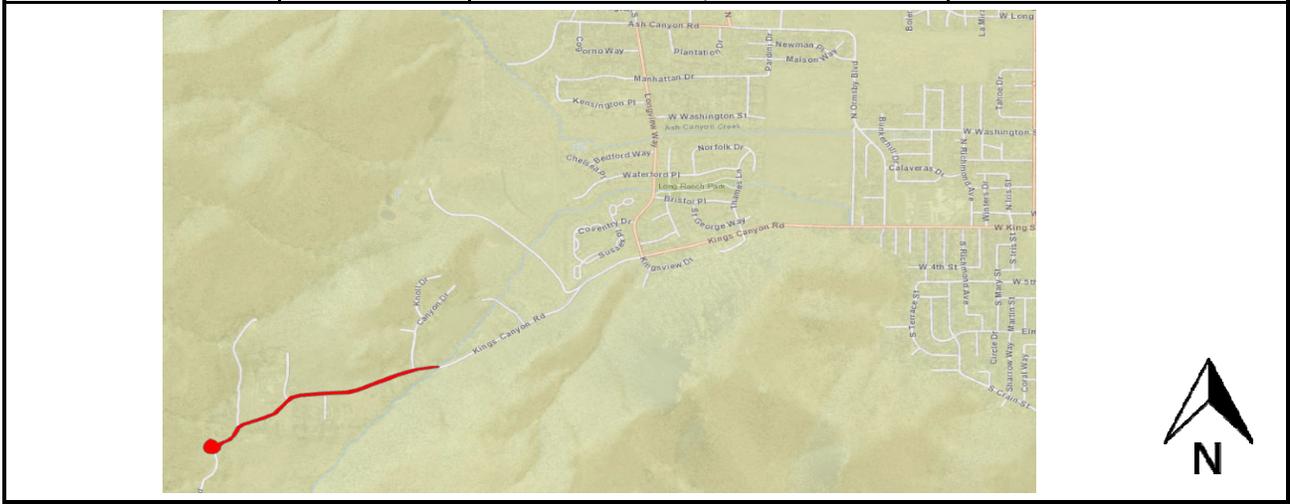
The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.

Project Status

FHWA has issued a pause in the construction due to wet and muddy conditions at the site. Prior to the pause, the contractor has completed all paving on the project and has installed the majority of the signs, fencing, and other roadside features. Final grading of the slopes and installation of the permanent erosion control measures will resume in the spring once the soil conditions allow access. Construction management and inspection are being conducted by FHWA. Staff are continuing to coordinate with individual owners.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Jul-21	May-22	N/A



Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$104,783	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$1,201,000
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
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
2503035	507010	RT Fund	FY21	\$95,000

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

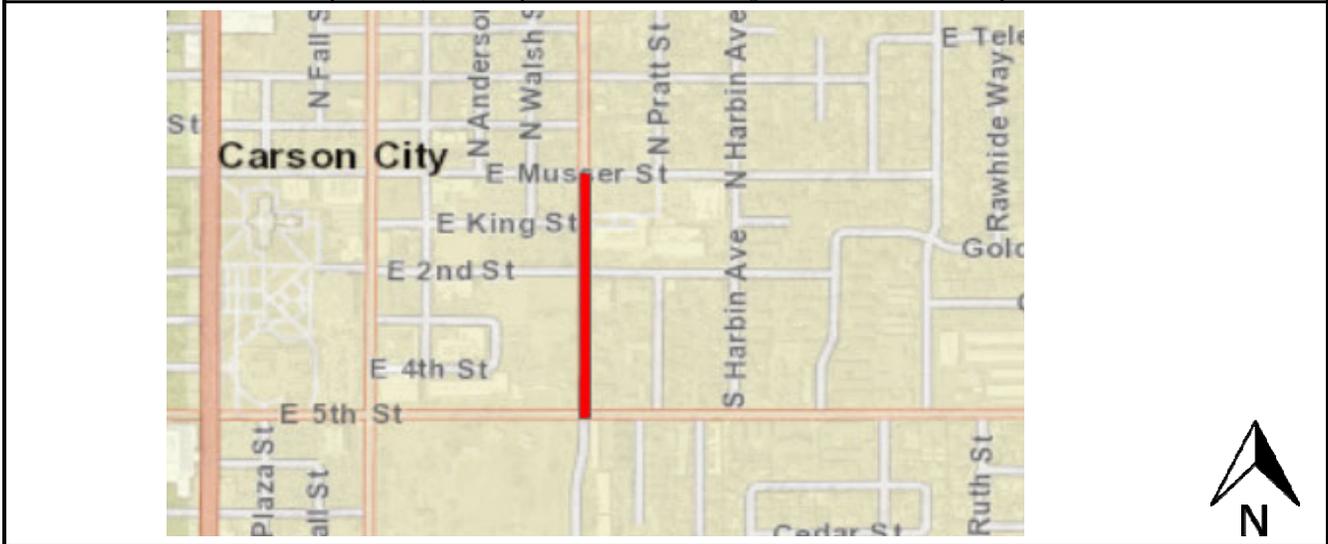
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status

The project is currently in the design phase. The City has executed a contract with Farr West Engineering who is completing the 100% design. The project will be bid in March with the construction anticipated to start in May or June.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Feb-22	N/A
Construction	May-22	Sep-22	N/A



Project Name: FY 2020 District 2 Long Street Project
Project Number: P303520001
Department Lead: Public Works

Project Cost to Date	\$1,471,710	As of Date	Grant Funded	Total Budget
		February 28, 2022	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

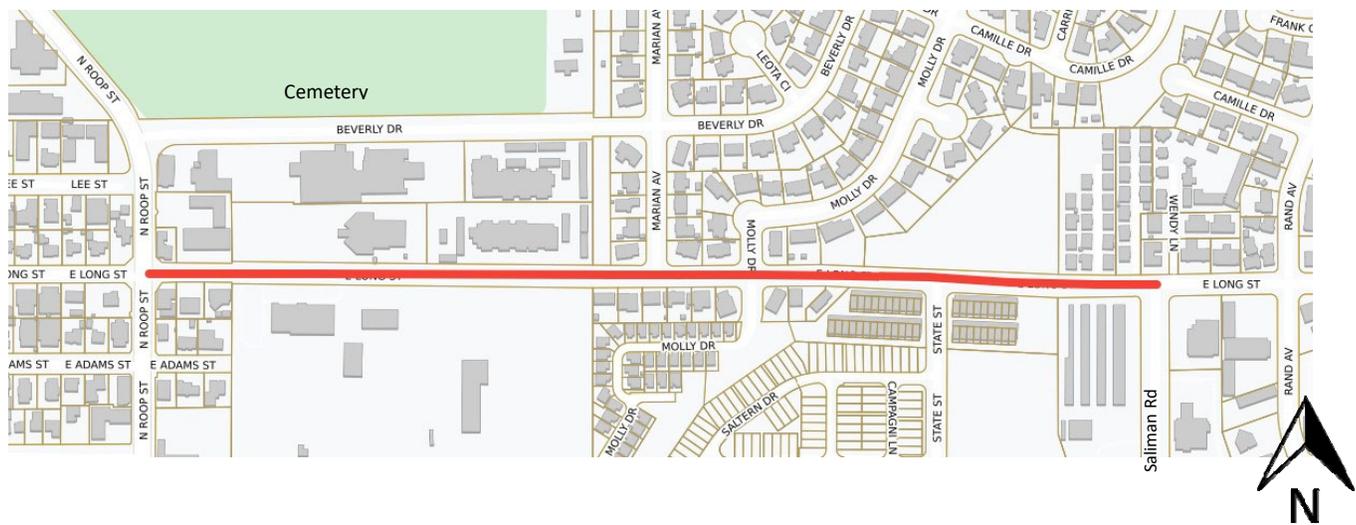
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes 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

Construction on the waterline in Long Street and stormdrain in Rand Avenue has been completed. The contractor is currently working on the sewer line replacement and is waiting on material delivery for completion. The contractor has also started concrete improvements. Paving still planned for Spring.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	Apr-22	8/1/2021



Project Name: Robinson Area Sewer Replacement Project
Project Number: P320121001
Department Lead: Public Works

Project Cost to Date	\$685,007	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$2,923,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
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

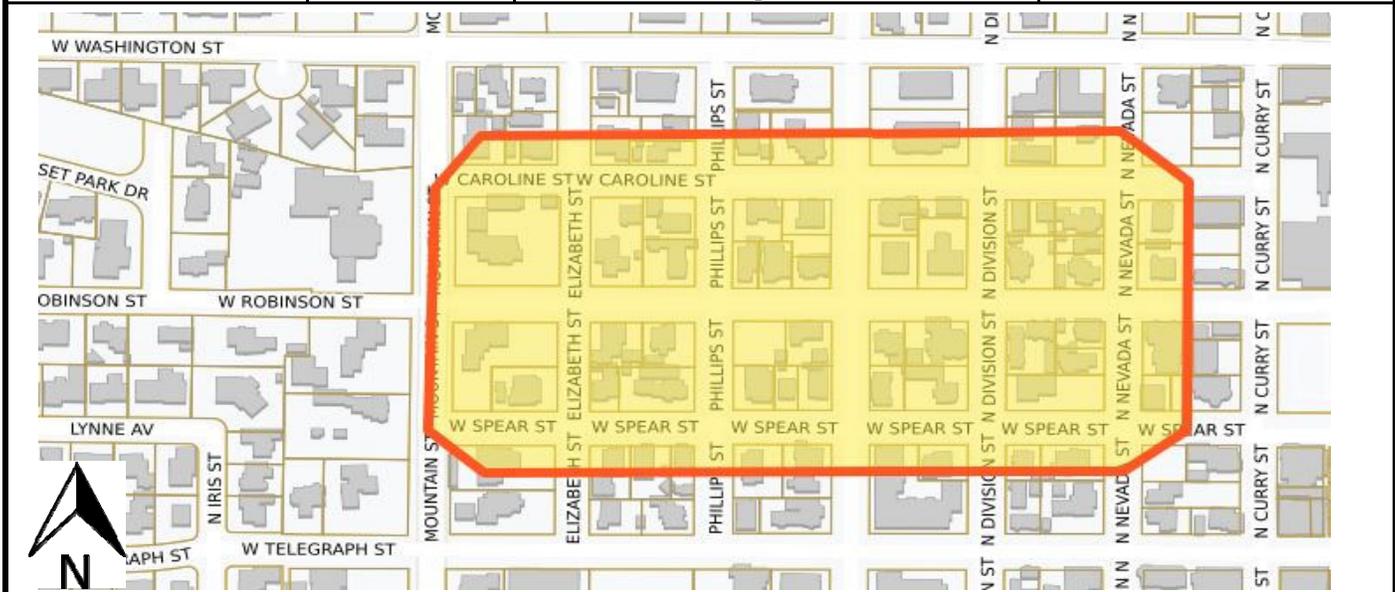
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

Project Status

Construction is ongoing. Aspen Developers is currently installing the water main on Robinson Street. They will continue constructing the water main, connections on cross streets, and water services through March. Construction of the new sewer main on Telegraph Street is scheduled to begin in late March and continue into May.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Apr-22	NA



Project Name: District 3 Center Drive Reconstruction Project
Project Number: P303521006
Department Lead: Public Works

Project Cost to Date	\$111,447	As of Date	Grant Funded	Total Budget
		February 28, 2022	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 2,550 feet of sewer installation and roadway reconstruction.

Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. 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

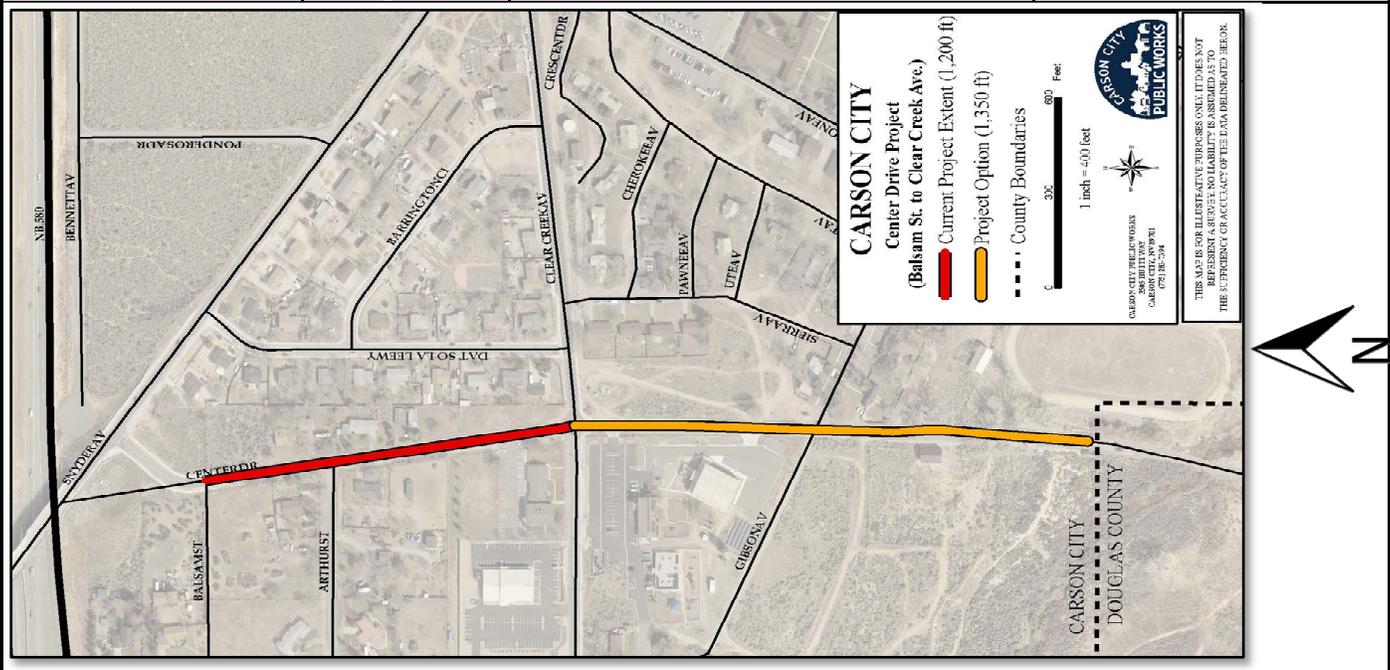
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

Project Status

Bids opened on February 15, 2022. Construction award to be presented at RTC. Pending approval, construction will start in April.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA



Project Name: 2021 School Zones				
Project Number: P303521007				
Department Lead: Public Works				
Project Cost to Date	\$267,535	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$340,920
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$300,000
2503035	507010	RT Fund from P303517008	FY21	\$40,920
Project Description				
Project Length	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.				
Project Justification				
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.				
Project Status				
Construction is complete. All of the beacons at each of the schools is operational. Final punchlist work remains.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Mar-21	Jun-21	NA	
Construction	Aug-21	Dec-21	NA	
City Wide				

Project Name: District 3 E. 5th Street Reconstruction Project
Project Number: P303521008
Department Lead: Public Works

Project Cost to Date	\$28,579	As of Date	Grant Funded	Total Budget
		February 28, 2022	Yes	\$3,495,200
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$646,000
2503035	507010	RT Fund (Federal-STBG)	2022	\$2,366,000
2533035	507010	V&T Infrastructure Fund	2022	\$108,200
5203035	507010	Water Fund	2022	\$375,000

Project Description

Project Length 1.2 Miles

E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

Project Justification

The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

Project Status

Design for the right-turn lane has been completed and is scheduled to go out to bid in March. Construction of the right-turn lane is planned for this spring. The design for the roundabout and other portions of the project is ongoing with construction planned for 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Feb-23	8/5/2021
Construction	Apr-23	Dec-23	TBD



Project Name: District 4 Curry Street Pavement Preservation Project
Project Number: P303522001
Department Lead: Public Works

Project Cost to Date	\$11,818	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$395,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$395,000

Project Description

Project Length | 1.1 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Koontz Lane. Other items of work include pavement patching and striping.

Project Justification

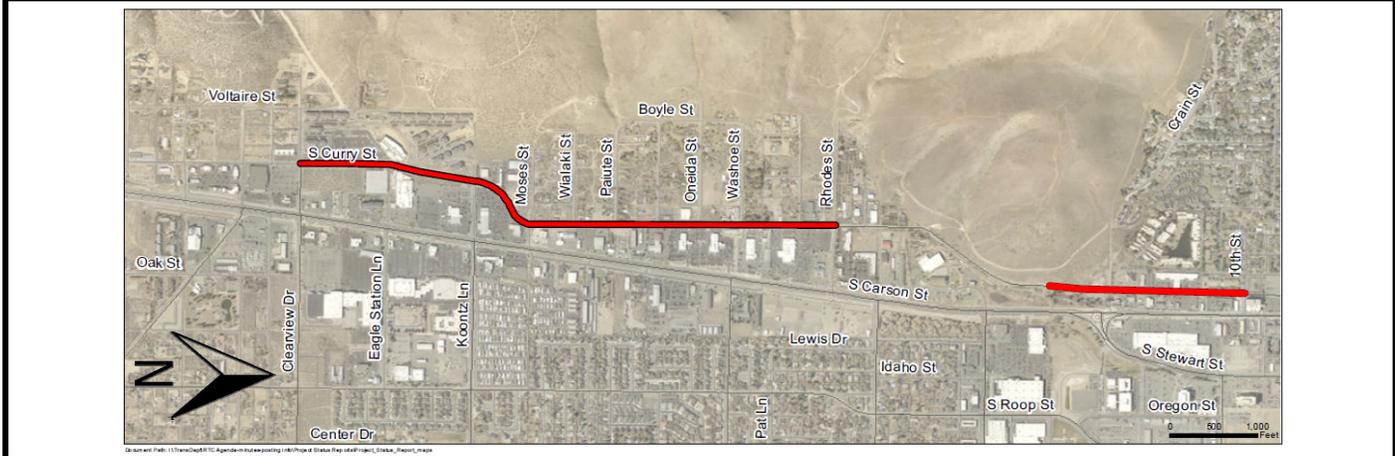
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the roadway.

Project Status

Staff are working on 100% design plans. The project will be advertized to bid in early March.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	May-22	Aug-22	NA



Project Name: District 4 Saliman Road Pavement Preservation Project
Project Number: P303522002
Department Lead: Public Works

Project Cost to Date	\$12,539	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$376,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$376,000

Project Description

Project Length | 0.88 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, minor landscaping, and striping.

Project Justification

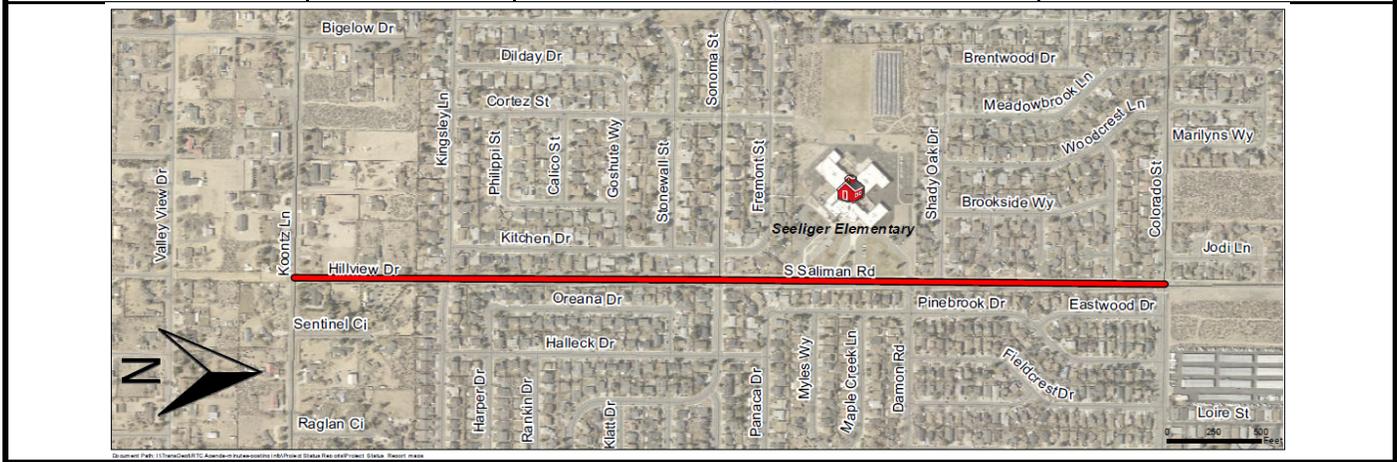
Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

Project Status

Staff are working on 100% design plans. The project will be advertized to bid in early March.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



Project Name: District 4 Silver Sage Drive Pavement Preservation Project
Project Number: P303522003
Department Lead: Public Works

Project Cost to Date	\$13,844	As of Date	Grant Funded	Total Budget
		February 28, 2022	No	\$588,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$588,000

Project Description

Project Length | 0.87 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Silver Sage Drive between Koontz Lane and Colorado Street. It also includes work at the intersection of Colorado and Roop Street. The project includes minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops. Other items of work include pavement patching, striping, and installation of an RRFB across Koontz Lane near the Raley's.

Project Justification

Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan increasing accessibility for pedestrians and transit users.

Project Status

Staff are working on 100% design plans. The project will be advertized to bid in early March.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	May-22	Jun-22	NA



Project Name: East William Complete Streets Project
Project Number: P751021001
Department Lead: Public Works

Project Cost to Date	\$32,250	As of Date	Grant Funded	Total Budget
		February 28, 2022	Yes	\$19,450,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	2022	\$100,000
2503035	507010	RT Fund (RAISE)	2023	\$9,300,000
3100615	507010	Infrastructure Fund	2022/2023/2024	\$4,459,260
6037510	507010	Redevelopment Capital	2022/2023	\$435,000
		Water / Sewer / Stormwater	2023/2024	\$5,155,787

Project Description

Project Length 1.5 Miles of complete streets improvements and associated utility infrastructure
 The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

Project Justification

William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with only minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant in the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street

Project Status

The feasibility study phase of the project is underway. Drafts for the feasibility level studies regarding environmental and traffic considerations are scheduled to be received over the next several weeks. The study is anticipated to be completed this June. Design and construction will follow.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	May-23	NA
Construction	Jun-23	Dec-24	TBD

