

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

Day: Wednesday
Date: January 11, 2023
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 – December 14, 2022

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2023 for the Carson City RTC.

Staff Summary: The RTC will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2023, commencing immediately. Under

NRS 277A.180(3) and CCMC 11.20.030, the Chairperson must be one of the two Board of Supervisors members appointed to RTC.

5-B For Possible Action – Discussion and possible action regarding Contract 23300195 (“Contract”) for Parametrix, Inc. (“Parametrix”) to assist in the development of a Douglas County Safe Routes to School Master Plan (“Douglas County Plan”) as part of the Western Nevada Safe Routes to School (“WNSRTS”) grant program, with a not to exceed amount of \$365,088.

Staff Summary: The Contract is for the development of the Douglas County Plan, with input from RTC staff, the WNSRTS program, the Douglas County School District, the Douglas County Transportation Department, and the Douglas County Sheriff’s Office. Parametrix will complete the Douglas County Plan which includes data collection, analysis, community engagement, research and development resulting in a data-driven safety action plan. The Douglas County Plan will enhance the Safe Routes to School (“SRTS”) planning process for Douglas County with an emphasis on safety issues for students when walking, biking and rolling to school. The Douglas County Plan will identify and prioritize recommendations for projects as well as program improvements within a 2-mile radius of each of the 11 schools in Douglas County. The Project is anticipated to take approximately 9 months to complete.

5-C For Possible Action – Discussion and possible action regarding a determination that ARMAC Construction, LLC (“ARMAC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Roop Street Road and Sewer Reconstruction Project (“Project”) to make improvements to Roop Street between 5th Street and Musser Street and to award Contract No. 23300249 for the Project to ARMAC for a total not to exceed amount of \$1,404,836.68.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for Project improvements which include concrete sidewalk and curb ramp upgrades, utility improvements, and pavement reconstruction. The not to exceed amount of \$1,404,836.68 includes the base bid amount of \$1,277,124.25, plus a 10% contingency amount of \$127,712.43. The engineer’s estimate was \$1,413,000.00.

5-D For Possible Action – Discussion and possible action regarding (1) Highway Agreement No. PR699-22-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to partially fund pedestrian, bicycle, and roadway improvements near Carson Middle School and Bordewich Bray Elementary School (“Project”) for a total of \$1,052,632.00, with \$1,000,000 from Federal earmark funding known as Congressionally Designated Spending (“CDS”) and a 5% local match of \$52,632; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The Project, referred to in the Agreement as the West Carson Vulnerable User Pedestrian Safety Improvement Project, has a total estimated cost of \$1,250,000. The Project was identified and prioritized using the Carson City Safe Routes to School Master Plan. Carson City was awarded \$1,000,000 in CDS funds for the Project in Federal Fiscal Year (“FFY”) 2022. This Agreement allows NDOT to disperse CDS funds to RTC for use on the Project.

6. Non-Action Items:

6-A Transportation Manager's Report

6-B 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. **Public comment will 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 at least 24 hours in advance.

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.

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Carson City Public Works, 3505 Butti Way

www.carson.org/agendas

<http://notice.nv.gov>

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CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the December 14, 2022 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, December 14, 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 Lucia Maloney
 Commissioner Gregory Novak

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

(4:54:44) – Chairperson Bagwell called the meeting to order at 4:54 p.m.

2. ROLL CALL

(4:54:50) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:55:18) – Chairperson Bagwell entertained public comments. Deni French requested a comprehensive list of every meeting in the City, noting that he had received help from the Library in finding the meetings. He explained that the joint Parks and Recreation Commission and the Open Space Advisory Retreat/Workshop had not been made easily available to him. Additionally, he noted that had missed a Carson City Sheriff’s Office meeting.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – November 9, 2022

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(4:57:31) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(4:57:47) – Commissioner Novak moved to approve the minutes of the November 9, 2022 RTC meeting as presented. The motion was seconded by Vice Chair Schuette and carried 4-0-1 with Commissioner Maloney abstaining as she was not present at the meeting.

5. PUBLIC MEETING ITEMS

5-A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING DEVELOPMENT OF A CARSON CITY ACCESS MANAGEMENT PLAN (“PLAN”).

(4:58:18) – Chairperson Bagwell introduced the item. Mr. Byrne defined “access management” as the planning, implementation, and administration of driveways, entrances, and exits between public roads and adjacent properties. He also noted that “property owners in all communities and on all types of roads can benefit from access management as a way to promote safe and efficient use of the transportation network.” Mr. Byrne reviewed a PowerPoint presentation, incorporated into the record, which included the current Carson City Municipal Code (CCMC) requirements, and access management by the Nevada Department of Transportation and Washoe County, noting that the next step would be a draft presented in Spring 2023 based on the discussion and direction from the Commission in this meeting. He also responded to clarifying questions.

(5:04:17) – Commissioner Novak was informed that Staff were looking for direction which would include possible amendments to the CCMC, should the Commission recommend that. Mr. Byrne also informed Vice Chair Schuette that Staff would rely on other agencies’ information for guidance; however, could not enforce anything not currently in the CCMC. Commissioner Dodson recommended having approval and appeal policies as well. He also suggested looking into access to minor streets as well. Commissioner Novak believed that some access rights may need to be purchased “at some point.” Chairperson Bagwell recommended clearly defining whether the CCMC changes would apply to new projects only or would it apply to existing uses which will then become non-conforming. Commissioner Maloney suggested keeping multimodal transportation in mind when planning for access management. She also advised seeking input from Community Development and the Street Operations team, especially when discussing snowplowing and street sweeping. Discussion ensued on whether guidelines were preferable to CCMC amendment for a few years and codifying “what worked.” There were no public comments. This item was not agendaized for action.

5-B FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING THE CARSON CITY TRANSPORTATION RIGHT-OF-WAY MAPPING PROJECT (“PROJECT”).

(5:17:33) – Chairperson Bagwell introduced the item. Mr. Martinovich gave background and reviewed a presentation on the City’s Right-of-Way Mapping Project, incorporated into the record, and responded to clarifying questions. He cited efficiency as one of the key goals and noted that the project would

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follow the City's Graphic Information System (GIS) mapping system and would be compatible with the City's other assets. Chairperson Bagwell thanked Staff and believed that the project would "pay off in the long run" and provide timely information. There were no public comments. This item was not agendized for action.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER'S REPORT

(5:30:11) – Mr. Martinovich announced that the Jump Around Carson (JAC) fare collection would return on January 3, 2023, adding that outreach in the form of a press release and signage on the buses was underway. Chairperson Bagwell received confirmation that the public would have more than 30 days' notice regarding the fares. Mr. Martinovich announced that a press release had been issued to announce Carson City being awarded the bronze level for a bicycle-friendly community. He also stated that the William Street design was "progressing...nearing the 60 percent design" stage and noted that a presentation to the Commission was being planned.

6-B STREET OPERATIONS ACTIVITY REPORT FOR OCTOBER 2022

(5:33:01) – Chairperson Bagwell entertained questions regarding the October 2022 Street Operations Report, incorporated into the record; however, none were forthcoming. Chair Bagwell thanked Public Works for clearing out the storm damage in the streets.

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

(5:34:08) – Chairperson Bagwell entertained final public comments. Mr. French believed that the Americans With Disabilities (ADA) ramps were "the biggest hazards during storms" because the water would create a pond in front of the ramps. He also stated that the snowplows often blocked the entrance to the ramps as well. Chairperson Bagwell ensured Mr. French that the City followed national standards for ADA compliance. She also noted that Public Works had cleared many of the ADA-accessible areas.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:36:21) – Chairperson Bagwell adjourned the meeting at 5:36 p.m.

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The Minutes of the December 14, 2022 Carson City Regional Transportation Commission meeting are so approved on this 11th day of January 2023.



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2023 for the Carson City RTC.

Staff Summary: The RTC will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2023, commencing immediately. Under NRS 277A.180(3) and CCMC 11.20.030, the Chairperson must be one of the two Board of Supervisors members appointed to RTC.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

To Appoint New Chairperson:

I move to appoint _____ as Chairperson for a one-year term expiring December 31, 2023.

To Appoint New Vice-Chairperson:

I move to appoint _____ as Vice-Chairperson for a one-year term expiring December 31, 2023.

Background/Issues & Analysis

On January 13, 2021, the RTC Board elected Commissioner Lori Bagwell and Commissioner Lisa Schuette to serve as its Chairperson and Vice-Chairperson, respectively, for terms ending on December 31, 2022.

Per NRS 277A.180 and CCMC 11.20.030, the RTC must be composed of representatives selected by the Carson City Board of Supervisors as follows:

- a) Two members of the Board of Supervisors, one of whom must be designated by the RTC to serve as Chairperson of the Commission.
- b) Three representatives of the City at large.

An aspirational goal within the City's Policies and Procedures for Boards, Committees, and Commissions encourages leadership to rotate regularly among members and that a chair should only serve for two consecutive years, and should be nominated for chairperson only when two or more years have passed since the member last served as chairperson. A board, committee or commission may deviate from this aspirational goal if it is more efficient for its purpose or function, or when required by other legal authority.

Though the Chairperson must be a member of the Board of Supervisors, any RTC Commissioner may serve as the Vice-Chairperson. Staff recommends a one-year term for the elected Chairperson and Vice-Chairperson (calendar year 2023). Terms of the newly elected Chairperson and Vice-Chairperson will be effective immediately.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.180; CCMC 11.20.030; Carson City, Nevada Policies and Procedures for Boards, Committees, and Commissions

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number: N/A

Is it currently budgeted? ☐ Yes ☐ No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

N/A

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Scott Bohemier, Transportation Planner/Safe Routes to School Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding Contract 23300195 (“Contract”) for Parametrix, Inc. (“Parametrix”) to assist in the development of a Douglas County Safe Routes to School Master Plan (“Douglas County Plan”) as part of the Western Nevada Safe Routes to School (“WNSRTS”) grant program, with a not to exceed amount of \$365,088.

Staff Summary: The Contract is for the development of the Douglas County Plan, with input from RTC staff, the WNSRTS program, the Douglas County School District, the Douglas County Transportation Department, and the Douglas County Sheriff’s Office. Parametrix will complete the Douglas County Plan which includes data collection, analysis, community engagement, research and development resulting in a data-driven safety action plan. The Douglas County Plan will enhance the Safe Routes to School (“SRTS”) planning process for Douglas County with an emphasis on safety issues for students when walking, biking and rolling to school. The Douglas County Plan will identify and prioritize recommendations for projects as well as program improvements within a 2-mile radius of each of the 11 schools in Douglas County. The Project is anticipated to take approximately 9 months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the Contract as presented.

Previous Actions

October 12, 2022 (Item 5-B) – The RTC approved an interlocal agreement with Douglas County authorizing RTC to develop the Douglas County Plan in cooperation with Douglas County. Douglas County will reimburse the RTC for a portion of the local match associated with the Douglas County Plan in an amount not to exceed \$20,000.

September 14, 2022 (Item 5-C) – The RTC approved an amendment to Cooperative Agreement No. PR214-21-063 (“Cooperative Agreement”) with the Nevada Department of Transportation (“NDOT”) for the WNSRTS Program increasing the available budget to allow for development of the Douglas County Plan.

Background/Issues & Analysis

The Douglas County Plan provides recommendations to improve safety for students walking and biking within two miles of 11 schools in Douglas County, and that plan will encompass all of the Safe Routes 6 ‘Es’ (Engagement, Equity, Engineering, Encouragement, Education, and Evaluation). A secondary goal of the Douglas County Plan is to increase bus ridership by improving safety at school bus stops. Recommendations of the Douglas County Plan will be developed based on school site observations, industry best practices, and

an analysis of existing crash and vehicle speed data. Input will be incorporated from parent surveys, middle school student surveys, and from consulting among the relevant agencies to create a holistic set of recommendations.

The Douglas County Plan is intended to improve traffic safety and air quality around school areas, while addressing childhood obesity and public health issues through education, encouragement, increased law enforcement, engagement, and engineering. SRTS efforts are led by partnerships among municipalities, school districts, community members, parent volunteers, and law enforcement agencies. As a result, the projects and programs are designed to make walking and bicycling for the school commute safer and more desirable. This Douglas County Plan is intended to lay out a clear vision for improving walking and biking to school for years to come while being adaptive to future school boundary changes.

This Douglas County Plan will include a prioritized list of infrastructure improvements around schools and programmatic recommendations for Douglas County and the Douglas County School District that can help improve the safety of school-aged children and their families as they travel to and from school.

A Request for Qualifications for the Douglas County Plan was published in the Reno Gazette Journal and on Carson City's website on September 1, 2022. Four proposals were received. The Review and Selection Committee selected Parametrix to recommend to the RTC.

Parametrix's will perform tasks 00 to 04, as identified in Exhibit A to the Contract, for a not to exceed amount of \$365,088. Parametrix's scope of work under this Contract does not include the optional items identified in task 05 of Exhibit A to the Contract.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270; 332.115(1)(b)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Regional Transportation Commission fund, Safe Routes to School Operating Supplies account / 2503040-500625; Project G304017001.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: If approved, the above account will have a net decrease of \$365,088. The available budget is \$368,088. Funding for the Douglas County Plan is budgeted through The Safe Routes to School program is reimbursable at a rate of 95% through Cooperative Agreement No. PR214-21-063 with NDOT with the required 5% in-kind match reimbursed through an interlocal agreement with Douglas County.

Supporting Material

-Exhibit-1: Douglas County Safe Routes to School Master Plan Presentation Slides

-Exhibit-2: Draft Contract No. 23300195

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

DOUGLAS COUNTY SAFE ROUTES TO SCHOOL MASTER PLAN





EXISTING CONDITIONS

- Sidewalk Connectivity
- Rural Connectivity and Bus Stops
- Bicycle Network Connectivity
- Safety Education
- Bicycle Safety Programs
- School Zones
- School Area Congestion
- Corridor Crash History



COMMUNITY ENGAGEMENT



PUBLIC AND VIRTUAL
MEETINGS



PROJECT WEBSITE
CONTENT



MEETINGS WITH
SCHOOL STAFF AND
LEADERSHIP



STAKEHOLDER
MEETINGS



SOCIAL MEDIA AND
TRADITIONAL MEDIA
OUTREACH CONTENT



ONLINE SURVEYS AND
INTERACTIVE
COMMENT MAPS

PRIORITIZATION PROCESS

- Tier 1 Projects – Quick Wins

This tier includes low-cost projects that can provide an immediate benefit and can be implemented rapidly

- Tier 2 Projects – Core Projects

Tier 2 focuses on walking and biking improvements that can be implemented in the next 20 years

- Tier 3 Projects – Aspirational Projects

Tier 3 projects can be implemented when it is deemed feasible fiscally and operationally



ENGINEERING RECOMMENDATIONS

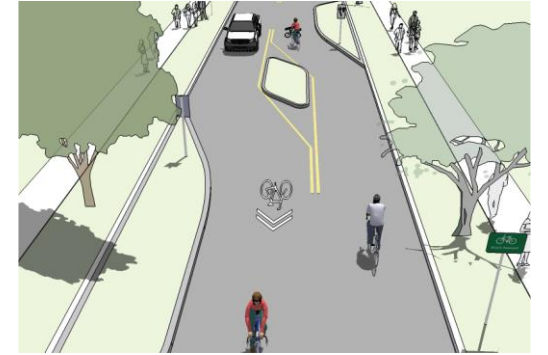
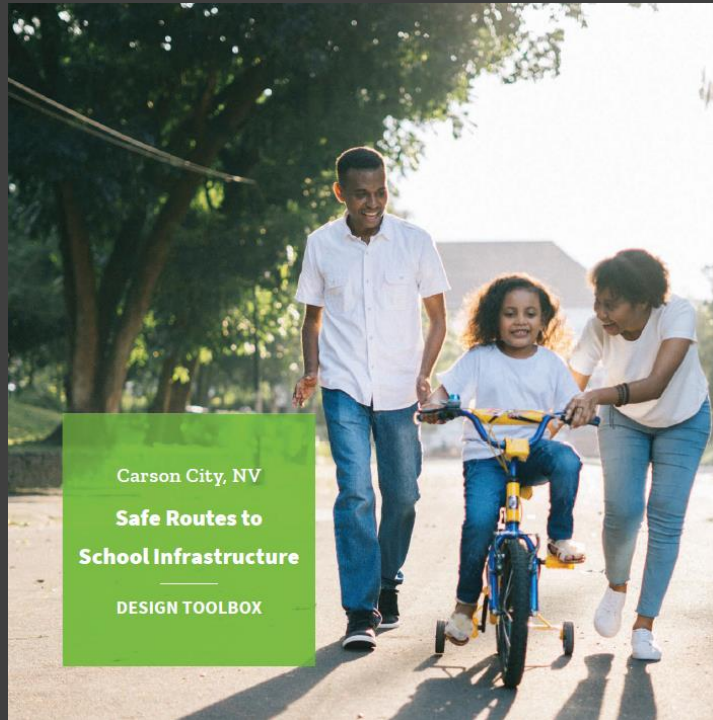
- Prioritization Process
- Implementation Plan
- Cost Estimates
- Intersection Crossing Enhancements
- Sidewalk Gap Closure

Theme	Project Number	Type	Description	Schools	Cost	Priority
Encouragement	E-1	Walking/Biking Encouragement	Start a Walking Wednesday program at each elementary school focused on encouraging students (and parents) to walk or bike to school every Wednesday in order to receive daily prizes and to compete for a bicycle or scooter at the end of the school year.	Elementary	\$	Near
	E-2	Bicycle Equipment Program	Work with local non-profits and local businesses to create local bicycle donation and rehabilitation program. Program would obtain and repair older bicycles from the community and fix them up to provide them to Carson City students without a bicycle	All	\$\$\$	Long
	E-3	Walking / Biking Encouragement	Increase number of School Safety Champions to one at each school	All	\$	Near
	E-4	Walking / Biking Encouragement	Work with School Safety Champions and School administrations to create a network of parents who are willing and able to supervise Walking School Buses and/or Bike Trains at each of the six elementary schools. Leverage available funding for compensating volunteers.	Elementary	\$	Near
	E-5	Active Transportation Challenges / Competitions	Work with schools to develop a Golden Sneaker Challenge between classrooms at each school during Walk to School Day. Expand the challenge to be community wide (between each school) within three years.	All	\$	Near
School Zone Engagement	SZ-1	School Speed Zone Engagement	Increase SRO or police presence in school zones (as possible) during morning and afternoon peak periods to increase enforcement of School Zone laws. Key areas of focus are MTES (prohibiting left-out turns), FES (prohibiting left-out turns & speeding), and ASES (Speeding)	All	\$\$	Near
	SZ-2	School Speed Zone Task Force	Collaborate with local law enforcement and CCSD to develop a School Speed Zone task force. The task force would conduct intermittent and Nearly visible School Speed Zone engagement programs at each study school throughout the school year.	All	\$\$\$	Medium
	SZ-3	Mobile Speed Feedback Trailers	Work with Carson City Sheriff's Office to place mobile speed feedback trailers on school routes at the beginning of the school year and following extended holiday breaks.	All	\$	Long
Equity	N/A	Equitable Program of Projects	All engineering projects were evaluated through the prioritization process based on the benefit provided to economically disadvantaged areas. Projects providing direct benefits to these locations were assigned additional points during prioritization. It is recommended that projects be implemented based on priority ranking, as possible, in order to deliver an equitable program of projects.	All	-	-
Program Evaluation	PE-1	Student Hand Tallies	Conduct hand tallies of how students arrived to and will depart from school during a two to three day period at each school once per year.	All	\$	Near
	PE-2	Parent Surveys	Conduct surveys of parents regarding how their child got to and from school and basic demographic information. It is recommended that this be conducted periodically, potentially every three years.	All	\$\$	Long
	PE-3	Program Report Card	Develop Safe Routes to School Report Card which will be used to celebrate program successes and identify the impacts of program implementation as possible. This report card should be conducted every three years in order to assess benefits of implementation.	All	\$	Medium

Theme	Project Number	Type	Description	Schools	Cost	Priority
Engineering School Safety	ENG-1	School Speed Zone Standard	Develop standard for School Speed Zone signage, lane markings, and controls which will create a standard look and feel for School Speed Zones across Carson City. This may include installing flashers at all existing "School Zone When Flashing" signs (S5-1) and replacing existing School Zone Time Specific sign combinations (S4-3P, R2-1, S4-1P) with S5-1 signs. Additionally, a standard may include traffic calming strategies such as in-road message signs (R1-6), intersection bulb-outs, and speed feedback signs.	All	\$	Near
	ENG-2	School Speed Zone Standard	Implement School Speed Zone standard at all eight study schools as funding is available.	All	\$ - \$\$	Medium
	ENG-3	School Speed Zone Standard	Ensure that Speed Feedback Signs within a School Zone are programmed to reflect the school zone speed limits during the appropriate hours of the day.	All	\$	Near
	ENG-4	School Bus Stop Awareness	Utilize temporary school bus stop signage and public messaging campaigns to increase driver awareness of bus stops during the school year. Initial efforts will focus on locations identified as "Quick Wins" and may expand to other locations following the first year of implementation.	All	\$\$	Near
Education	ED-1	Bicycle Safety Education	Develop TA-Set Aside grant application to bolster and expand upon the existing Bicycle Safety Education program at all six elementary schools. Items to include in grant application are new bicycles, easy to use bicycle helmets, funding for on-going maintenance and repairs, and updated curriculum materials	Elementary	\$\$	Near
	ED-2	Bicycle Safety Education	Work with CCSD to expand the total number of days of bicycle education instruction to provide 3rd, 4th, and 5th grade students with at least 2 class periods of experience on a bike each school year	Elementary	\$\$	Long
	ED-3	Student Pedestrian Education	Develop / obtain pedestrian safety education curriculum for elementary school students and incorporate these lessons into an expanded Bicycle Safety Education program	Elementary	\$	Medium
	ED-4	Student Pedestrian Education	Develop / obtain pedestrian safety education curriculum for middle school students. Disseminate this information to students during the school year or as part of a Bicycle/Pedestrian Safety Program	Middle	\$	Medium
	ED-5	Parent / Caregiver Safety Education	Develop and implement a public messaging campaign to make drivers aware of School Zone laws. This campaign can be reused at the beginning of each school year and following long breaks.	All	\$\$\$	Near
	ED-6	Parent / Caregiver Safety Education	Develop and implement public messaging campaign focused on parents and the importance of teaching safe pedestrian habits to their children.	All	\$\$\$	Medium

PROGRAMMATIC RECOMMENDATIONS

DESIGN TOOLBOX





PLAN BENEFITS

- Team Buy-In
- Sets Priorities
- Focus Resources
- Improved Accountability
- Improves Funding Opportunities
- Helps Achieve Infrastructure Goals

Questions?



Scott Bohemier

Western Nevada Safe Routes to School Coordinator

Transportation Planner/ Analyst

Public Works Department | Carson City

3505 Butti Way, Carson City, NV 89701

Direct: 775-283-7396 | Email: sbohemier@carson.org



Western Nevada Safe Routes to Schools

Carson City • Douglas County • Lyon County • Storey County

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PROFESSIONAL SERVICES CONSULTANT AGREEMENT**Contract No. 23300195****Title: Douglas County Safe Routes to School Master Plan**

THIS CONTRACT is made and entered into this 11th day of January 2023, by and between the Regional Transportation Commission for Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Parametrix, 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 (does involve___) (does not involve X) 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 X) (does not ___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300195** (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 and 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 services identified as Tasks 00 to 04, inclusive, in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

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

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

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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:
(OMITTED)

2.8 **CITY Responsibilities:**

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. **CONTRACT TERM:**

3.1 The term of this Contract begins on January 12, 2023, subject to Carson City Regional Transportation Commissions' approval (anticipated to be January 11, 2023) and ends on September 30, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

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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 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:

Bardia Nezhati, Senior VP/Nevada Regional Manager
Parametrix, Inc.
215 E. Warm Springs Rd., Suite 104
Las Vegas, NV 89119
702-445-2307
BNezhati@parametrix.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 SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Three Hundred Sixty Five Thousand Eighty Eight Dollars and 00/100 (\$365,088.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **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.

5.6 The **CONSULTANT** further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of

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Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

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

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requirements; or

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

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

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

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7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance Section 19 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately 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

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proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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.

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12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

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

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

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

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required 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 liability insurance policy 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 **CONSULTANT**, 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 shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the

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Waiver of Subrogation Clause.

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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

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 acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **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:** 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:

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.

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

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

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

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

13.22.4 Discovery period: 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 of \$500,000.00 each employee per accident for bodily injury by accident or 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.

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

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Contract. **CITY** may set-off against consideration due any delinquent government obligation.

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.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300195

Title: Douglas County Safe Routes to School Master Plan

received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

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

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

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

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations (including but not limited to DOT Order 1050.2A), and, 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).

22.1.6 The **CONSULTANT**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of DOT-assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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(4) Disqualifying the CONSULTANT from future bidding as non-responsible.

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 Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Douglas County Safe Routes to School Master Plan

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 **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. 23300195

Title: Douglas County Safe Routes to School Master Plan

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Executive Office

Attn: Carol Akers, Purchasing & Contracts Administrator

Purchasing and Contracts Department

201 North Carson Street, Suite 2

Carson City, Nevada 89701

Telephone: 775-283-7362

Fax: 775-887-2286

CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

By: _____
Deputy District Attorney

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

Project: G304017001

Acct: Contractual 2503040-500625

By: _____

Dated _____

PROJECT CONTACT PERSON:

Scott Bohemier, Transportation Planner/ Analyst

Telephone: 775-283-7396

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300195

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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: Bardia Nezhati

TITLE: Senior VP/Nevada Regional Manager

FIRM: Parametrix, Inc.

CARSON CITY BUSINESS LICENSE #: BL-007673

Address: 215 E. Warm Springs Rd., Suite 104

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

Telephone: 702-445-2307

E-mail Address: BNezhati@parametrix.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. 23300195

Title: Douglas County Safe Routes to School Master Plan

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of January 11, 2023 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300195**. 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 11th day of January 2023.

ATTEST:

WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 11th day of January 2023.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300195

Title: Douglas County Safe Routes to School Master Plan

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Brittany Burrows, email: BBurrows@carson.org

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

DOUGLAS COUNTY SAFE ROUTES TO SCHOOL ACTION PLAN SCOPE OF WORK

Carson City Department of Public Works

INTRODUCTION

The result of this planning study will be an actionable plan that is data-driven and community-based. The Douglas County Safe Routes to School Action Plan (SRTS Action Plan) will identify prioritized infrastructure investments and program recommendations to promote safe walking and biking for students attending the eleven Douglas County public schools. Community engagement will be a priority throughout the plan development process, with other key phases including data collection, alternatives development, and prioritization.

TASK 00 – PROJECT MANAGEMENT

Objectives

The objective of this task is to provide overall project management of the consultant contract with the Carson City Department of Public Works.

This task includes general project management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Weekly tracking of the project budget using BST10 to verify that progress is keeping pace with spending.
- Monthly project team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly progress meeting to support the invoice documenting services performed and tasks completed by the Parametrix team.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Quality assurance and quality control are fundamental to our work. Our quality manager, Bardia Nezhati, will review materials prior to submission so that only accurate and complete information will be presented to project stakeholders and the public.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports accompanying the invoices.

Assumptions

Assumptions for this task include:

- Project duration is anticipated to be 9 months.
- Budget assumes to have 9 monthly meetings.

TASK 01 – COMMUNITY ENGAGEMENT

Objective

Beginning with the kick-off meeting and continuing through the adoption of the SRTS Action Plan, community engagement will be the cornerstone of the planning process. The initial step will be a kick-off meeting with the Carson City project manager and other agency staff to confirm the goals, deliverables, and schedule for the SRTS Action Plan.

Following the kick-off meeting and the completion of data collection task including preliminary mapping and data analysis, our team will initiate in person meetings with individual schools to facilitate robust participation from these critical stakeholders. School administrators, staff, law enforcement, and safety advocates have a wealth of information about issues and concerns specific to each school, which will be a critical input into the analysis process. The team will tour the school vicinities during this initial field visit.

Other important tools to be used in the engagement process include the following:

- Meetings with City, County, WNSRTS, CAMPO, and Douglas County School Board staff (up to 5)
- Stakeholder meetings (up to 3)
- Follow-up meetings with school staff and leadership (up to 3)
- Project website content
- Online surveys and interactive comment maps
- Social media and traditional media outreach content
- Public and virtual meetings (1 in person public meeting and 1 virtual public meeting)
 - An in-person meeting will be held during the spring 2023 school semester to identify issues and opportunities, and a virtual public meeting will be held during the fall 2023 school semester to gather input on the draft report.
- Two presentations to the Douglas County School Board and one for the RTC Board.
- Presentations to advisory committees (2)

Deliverables

Deliverables for this task include:

- Presentation materials and document the results of community engagement events.

TASK 02 – DATA COLLECTION AND EXISTING CONDITIONS ANALYSIS

Objective

We will coordinate a combination of digital and manual data collection, analysis of existing GIS data and aerial photos, in-person field work, and online map-based public comments. Our team will expand upon existing GIS datasets and digitize additional spatial information that is needed to develop the plan. We will conduct tablet-based field GIS data collection to supplement and verify GIS data sets and aerial photo information. The study area will include a 2-mile radius around each school and will also consider school bus stop locations. The result of the data collection and existing conditions analysis will be a comprehensive, data-driven assessment of safety and transportation (motorized and non-motorized) needs. Understanding current infrastructure gaps and crash hot spots will enable the team to focus priority areas of concern with targeted solutions.

1. **Safety Data** - Safety data provided by the Nevada Department of Transportation (NDOT) will be a key input into identifying priority areas of concern. We will develop crash heat maps in proximity to school zones and along connections from local neighborhoods to schools. This analysis will be used to identify the areas of greatest need for further study. We will disaggregate the crash data by the crash type, involvement of bicycles or pedestrians, and factors that contributed to crashes. NDOT crash data will be supplemented by any additional locally available crash information.
2. **School Access and Circulation** - School access and circulation will be observed by our team to determine any existing operational gaps or issues related to how students arrive and access the schools. Special attention will be given to potential student and vehicular conflicts, speed limits, signage, and the number and type of crossings students need to make to arrive at the school.
3. **Parent Survey** – The project will include a parent survey about SRTS topics to identify potential areas of concern and opportunities to improve the potential for children to walk or bike to school safely.
4. **Existing Facilities** - We will identify available existing GIS datasets in coordination with Carson City. Targeted data elements include:
 - Sidewalk locations based on existing datasets, aerial photo analysis, and field visits for verification.
 - Crosswalk locations, including crossing guard locations at signalized and unsignalized intersections
 - Bicycle facility locations and types
 - Equity analysis to ensure that the needs of underserved communities are fully addressed in this plan. This analysis will include socioeconomic data including zero car households and households with incomes below poverty and free and reduced-price meal information for each school
 - School pick-up/drop-off zones and parent parking locations

Deliverables

Deliverables for this task include:

- Existing Conditions Chapter of the SRTS Action Plan – Draft and Final Submittals.

TASK 03 – DEVELOPMENT AND EVALUATION OF ALTERNATIVES

Objective

We will identify a range of alternative solutions and collaborate with the community to screen and evaluate these options. This phase of the project will include:

- **School zone network plan** – Based on school zone boundaries and population centers, we will identify circulation plans for each school. This work will include an assessment of the pick-up/drop-off zone for each school.
- **Short-, mid-, and long-term capital improvements** – Based on safety and infrastructure analysis, we will develop a range of improvement options with associated planning-level cost estimates. These alternatives will be time stratified into suites of options to include: lower-cost improvements that can be implemented relatively quickly, mid-term improvements that can be implemented in the 2–5-year time frame, and longer-term improvements that may have a greater complexity and/or cost. Improvements will include projects along the roadway (such as sidewalks and multiuse paths) and roadway crossings.
- **Program options** – Our team will work closely with WNSRTS to identify programming options to expand SRTS outreach and education, for both students and parents.
- **Alternatives evaluation and prioritization** – We will develop an evaluation criterion to facilitate the alternatives evaluation screening and ranking. Based on data-driven needs assessment and community input, applying the evaluation criteria, we will evaluate and prioritize each of the improvements with the greatest safety and mobility benefits that can be successfully implemented by regional partners.
- **Project visualizations** – Up to 11 before and after photo simulations will be developed as part of this scope.

Deliverables

Deliverables for this task include:

- Alternatives Development and Evaluation Chapter of the SRTS Action Plan including maps for each school area and GIS data files showing proposed improvements and SRTS circulation networks – Draft and Final Submittals.

TASK 04 – ACTION PLAN DEVELOPMENT

Objective

Work in the previous tasks will result in development of a SRTS Action Plan that includes a prioritized list of capital projects and programs. The plan will feature reader-friendly maps and graphics that clearly illustrate the transportation recommendations, planning-level cost estimates, implementation timeframes (short-, mid-, and long-term), agency champion(s) for delivering the improvements and will be included along with a funding strategy. We will identify competitive and formula funds that are best suited to each recommended project.

The plan will include a prioritized list of projects that aim to improve safety, expand multimodal connectivity, and address ADA accessibility. The cost effectiveness of projects will be assessed as part of the evaluation.

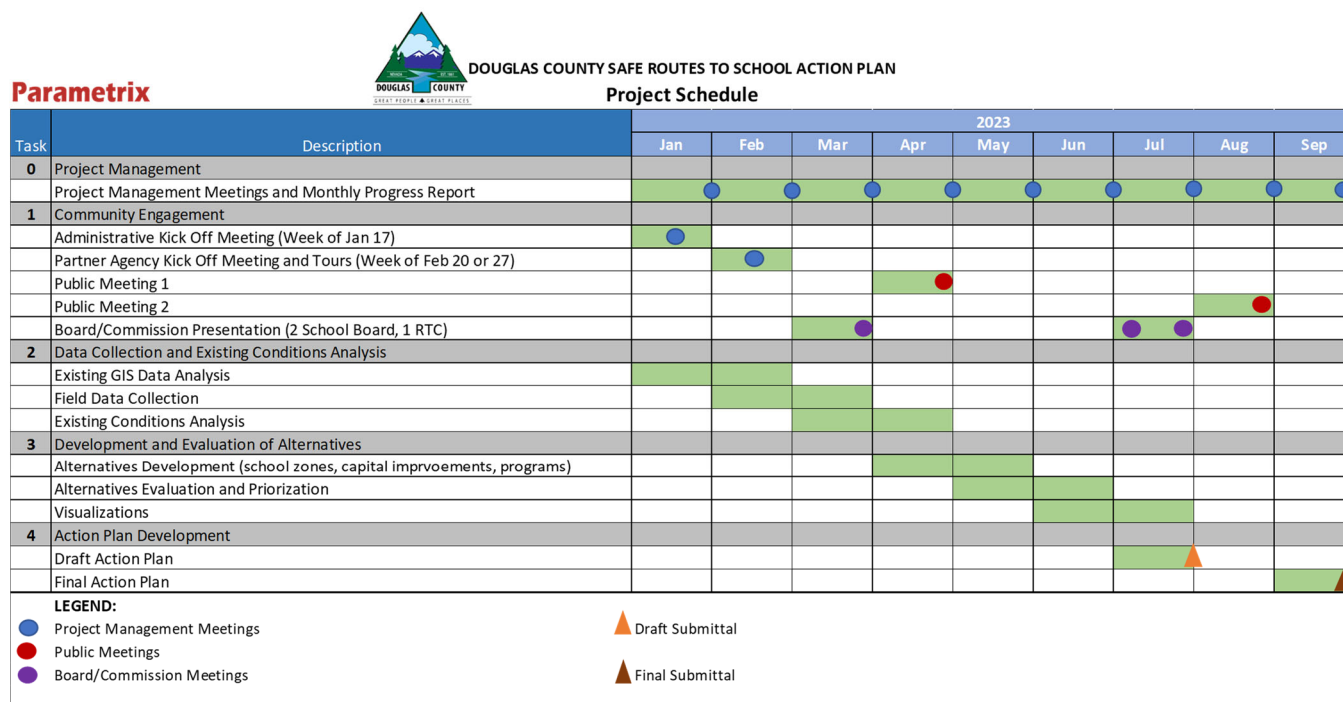
Deliverables

Deliverables for this task include:

SCOPE OF WORK (continued)

- Draft and final submittal of the Douglas County SRTS Action Plan, featuring summary fact sheets and maps for each individual school. The final report will be in an 11"x17" landscape layout developed in Microsoft Word to allow for future updates by CAMPO staff.

SCHEDULE



DOUGLAS COUNTY SAFE ROUTES TO SCHOOL ACTION PLAN
Estimated Budget Detail

Exhibit A

Parametrix

Douglas County SRTS Plan

					Parametrix											
					Amy Cummings	Bardia Nezhati	Jennifer Velentine	Jackie Kuechenmeister	Eric Nielsen	Heather McLaughlin-Kolb	Amir Almotahari	Wayne Sullivan	Kai Tohinaka	Fred Young	Hicham Chatila	Marriah McCreery
Fully Burdend Rates					\$309.34	\$460.63	\$192.53	\$224.34	\$112.09	\$143.35	\$138.47	\$213.35	\$158.74	\$244.12	\$415.58	\$133.49
Task	SubTask	Description	Labor Dollars	Labor Hours												
00		Project Management and Coordination	\$10,089.60	54	12	0	6	6	6	0	0	0	0	0	0	24
	01	Project Management Meetings	\$5,648.48	26	8		6	6	6							
	02	Monthly Progress Reports	\$4,441.12	28	4											24
01		Community Engagement	\$60,813.52	308	80	2	52	32	74	50	18	0	0	0	0	0
01	01	Administrative Kick Off Meeting	\$1,676.60	8	2		2	2	2							
	02	Partner Agency Kick Off Meeting and Tours (2 days)	\$11,136.12	60	18		2	2	20		18					
	03	Follow-up school meetings (up to 5)	\$7,029.58	34	16				16	2						
	04	Website and social media information	\$8,799.60	44	4		24	8		8						
	05	Presentations to boards and commissions (up to 3)	\$7,962.00	36	16		4	4	12							
	06	Public meetings (in-person and virtual)	\$24,209.62	126	24	2	20	16	24	40						
02		Data Collection and Existing Conditions Analysis	\$72,938.66	460	18	0	62	16	124	16	164	0	28	28	4	0
02	01	Safety Data	\$4,564.66	30	2		2	2	8		16					
	02	Intersection Analysis	\$11,485.92	74	2				8		60				4	
	03	School Access and Circulation	\$13,455.36	84	2		8	2	24		24		12	12		
	04	Parent Survey	\$11,228.64	72	4		16	4	24		24					
	05	Existing Conditions Analysis	\$32,204.08	200	8		36	8	60	16	40		16	16		
03		Development and Evaluation of Alternatives	\$60,335.42	308	20	2	32	18	44	4	32	140	8	8	0	0
03	01	School Zone Network Plan	\$6,576.16	40	4		8	4	16		8					
	02	Short, Mid, and Long Term Capital Improvements	\$6,576.16	40	4		8	4	16		8					
	03	Program Options	\$4,123.32	20	4		8	4	4							
	04	Alternatives Evaluation and Prioritization	\$43,059.78	208	8	2	8	6	8	4	16	140	8	8		
04		Action Plan Development	\$28,410.46	146	12	2	44	20	20	16	8	0	8	16	0	0
04	01	Development of Draft Action Plan	\$24,358.82	126	8	2	40	16	20	8	8		8	16		
	02	Development of Final Action Plan	\$4,051.64	20	4		4	4		8						

PMX Base Labor Hour Totals:		1,276	142	6	196	92	268	86	222	140	44	52	4	24
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PMX Base Labor Totals:	\$232,587.66		\$43,926.28	\$2,763.78	\$37,735.88	\$20,639.28	\$30,040.12	\$12,328.10	\$30,740.34	\$29,869.00	\$6,984.56	\$12,694.24	\$1,662.32	\$3,203.76
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Total by Company (base tasks only)	Hours	Labor Total	Expense Total	Total	%
Parametrix	1,276	\$232,588	\$6,000	\$238,588	64%
Headway		\$75,000	\$1,500	\$76,500	
Toole Design		\$45,000	\$5,000	\$50,000	
Base Tasks Total:	1,276	\$352,588	\$12,500	\$365,088	

Total Without Optional Tasks:	\$365,088
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Task	SubTask	Description	Labor Dollars	Labor Hours												
05		Optional Tasks	\$24,235.50	144	26	0	8	8	48	0	54	0	0	0	0	0
05	01	Additional Public/Stakeholder Meetings	\$9,494.54	42	24				16		2					
	02	Additional Intersection Analysis	\$7,962.60	50	2		8	8	16		16					
	03	LiDAR Data Analysis	\$6,778.36	52					16		36					

PMX Optional Labor Hour Totals:		144	26	0	8	8	48	0	54	0	0	0	0	0	0	0
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PMX Optional Labor Totals:	\$24,235.50		\$8,042.84	\$0.00	\$1,540.24	\$1,794.72	\$5,380.32	\$0.00	\$7,477.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total by Company (optional task only)	Hours	Labor Total	Expense Total	Total	%
Parametrix	144	\$24,236	\$0	\$24,236	71%
Traffic Vendors		\$0	\$10,000	\$10,000	
Optional Task Total:	144	\$24,236	\$10,000	\$34,236	

Total With Optional Tasks:	\$399,323
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Additional Federal Funding Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2A.
2. The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
3. The Consultant agrees to complete and sign- "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," RSOQ Exhibit C - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.
4. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the CITY, Nevada Department of Transportation and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the Consultant whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.
5. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

6. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of City-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement. In event of such a breach, the City may:
 - a. Withhold progress payments or a portion thereof;
 - b. Assess sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Consultant from future bidding as non-responsible.
7. The Consultant must disclose in writing any existing or potential conflict of interest relative to the performance of this Contract. Any such relationship that might be perceived or represented as a conflict must be disclosed. By signing this Contract, the Consultant affirms that it has not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this Contract.

Federal Language to be Included in all Sub-Contract Agreements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)



Signature

Title

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada

} ss

COUNTY OF Clark

I, Bardia Nezhati, PE (Name of party signing this affidavit
and the Proposal Form) Sr. Vice President (title).
being duly sworn do depose and say: That Parametrix, Inc. (name of person, firm,
association, or corporation) has not, either directly or indirectly, entered into agreement, participated in
any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this
contract; and further that, except as noted below to the best of knowledge, the above named and its
principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.



Signature

Sr. Vice President

Title

Sworn to before me this 12 day of October, 2022

(SEAL)

STATE OF NEW MEXICO
NOTARY PUBLIC
Valerie Garcia
Commission No. 1113113
January 27, 2024



Notary Public, Judge or other Official

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

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:

Unique Entity ID

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by [SAM.gov](https://sam.gov)) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract.

The unique entity identifier used in SAM.gov has changed.

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps here.
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Parametrix UEI #ZLNPHTNKVJ11



PARAMETRIX, INC.

Unique Entity ID ZLNPHNTNKVJ11	CAGE / NCAGE OTFU8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 28, 2023	
Physical Address 1019 39TH AVE SE STE 100 Puyallup, Washington 98374-2115 United States	Mailing Address 1019 39TH Avenue SE STE 100 Puyallup, Washington 98374 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 10	State / Country of Incorporation Washington / United States	URL http://www.parametrix.com

Registration Dates

Activation Date Nov 30, 2022	Submission Date Nov 28, 2022	Initial Registration Date Mar 11, 2002
--	--	--

Entity Dates

Entity Start Date Apr 26, 1974	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0TFU8

Points of Contact**Electronic Business**

 **JANICE WALDEN**
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

CARRIE CUPLER
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

Government Business

 **JANICE WALDEN**
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

DENISE LEDINGHAM
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

Past Performance

 **DENISE LEDINGHAM**
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

JANICE WALDEN
1019 39TH AVE SE Suite 100
Puyallup, Washington 98374
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C214	Architect And Engineering- General: Management Engineering
C219	Architect And Engineering- General: Other
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits

F999 **Other Environmental Services**
R425 **Support- Professional: Engineering/Technical**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that ARMAC Construction, LLC (“ARMAC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Roop Street Road and Sewer Reconstruction Project (“Project”) to make improvements to Roop Street between 5th Street and Musser Street and to award Contract No. 23300249 for the Project to ARMAC for a total not to exceed amount of \$1,404,836.68.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for Project improvements which include concrete sidewalk and curb ramp upgrades, utility improvements, and pavement reconstruction. The not to exceed amount of \$1,404,836.68 includes the base bid amount of \$1,277,124.25, plus a 10% contingency amount of \$127,712.43. The engineer’s estimate was \$1,413,000.00.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

The Project includes pavement rehabilitation on Roop Street between 5th Street and Musser Street. This section of road serves approximately 7,400 vehicles per day and is in very poor condition (Pavement Condition Index less than 40). Roop Street is located in Performance District 2, as provided in the approved 2019-2023 Pavement Management Plan.

Four bids were opened at approximately 11:30 a.m. on December 15, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Tim Whited, ARMAC Construction, LLC; Darcy Carpenter and Carlos Guerrero, Sierra Nevada Construction, Inc.; Skye Colling and Kimberly Dixon, F.W. Carson Co.; Mike Grock and Gary Isaman, MDK Construction, Inc.; Diane Ponciano, Great Basin Water Supply LLC; Michael Friend and Kate Allen, Public Works and Carol Akers, Carson City Purchasing and Contracts Administrator.

Contractor	Bid Amount
ARMAC	\$1,277,124.25
F.W. Carson Co.	\$1,750,383.00
Sierra Nevada Construction, Inc.	\$1,754,007.00
MKD Construction	\$2,177,777.00

Staff recommends award to ARMAC 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 #P303519009, Regional Transportation fund, Capital Improvements / 2503035-507010, V&T Infrastructure fund, Capital Improvements account / 2535005-507010, Water fund, Capital Improvements account / 5203505-507199, and Wastewater fund, Capital Improvements / 5103205-507010.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of fiscal impact: If approved,

- The Regional Transportation fund, Capital Improvements account / 2503035-507010 which has an available balance of \$95,000 in Fiscal Year ("FY") 2022 will be rolled forward during first round of augmentations to FY 2023 and reduced by \$95,000.00.
- The City has an available budget in 2535005-507010 of \$550,715 in FY 2022 and will roll forward during the first round of augmentations to FY 2023. The City will move \$280,000 from the V & T Infrastructure Capital / 2535005-507102 account in FY 2023 so the total available budget will be \$820,104 in FY 2023 and will then be reduced by \$751,134.68.
- The Wastewater fund, Capital Improvements account / 5103205-507010 which has an available balance of \$465,000 in FY 2022 will be rolled forward during the first round of budget augmentation to FY 2023, will be reduced by \$465,000.00.
- The Water fund, Capital Improvements account / 5203505-507199, which has an available balance of \$257,924 in FY 2022, will be rolled forward to FY 2023, and \$93,702.00 will be transferred to 5203505-507010 and reduced by \$93,702.00.

Alternatives

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

Supporting Material

-Exhibit-1: Draft Contract No. 23300249

-Exhibit-2: Contract No. 23300249 Bid Tabulation Report

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**Contract No: 23300249****Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project**

THIS CONTRACT made and entered into this 11th day of January 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and ARMAC Construction, LLC, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300249**, titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street 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. 23300249 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 <https://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: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street 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:

Robert V. McQueary, President
ARMAC Construction, LLC
PO Box 4616
Carson City, NV 89702
775-884-3053
robmcqueary@armacconstruction.com

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Two Hundred Seventy Seven Thousand One Hundred Twenty Four Dollars and 25/100 (\$1,277,124.25).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (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**.

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

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

(1) The name of the worker;

(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,*

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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 332.065(4) 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. 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.

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13. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

15.5 Insurance Coverage (15.6 through 15.23):

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

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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.

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.

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- 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.
- 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 to 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.

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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' 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:**

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

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** 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: (not applicable)

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

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:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

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-Benabou, 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

By: _____

Dated _____

Contract# 23300249

Project# P303519009

Account#

5103205-507010 = \$422,727.28

2535005-507010 = \$682,849.71

2503035-507010 = \$ 86,363.63

5203505-507199 = \$ 85,183.63

PROJECT CONTACT PERSON:

Michael Friend, Project Manager
Telephone: 775-283-7713

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

Title: Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project

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

CONTRACTOR

BY: Robert V. McQueary

TITLE: President

FIRM: ARMAC Construction, LLC

CARSON CITY BUSINESS LICENSE #: BL-003785

NEVADA CONTRACTORS LICENSE #: 0074381

Address: PO Box 4616

City: Carson City **State:** NV **Zip Code:** 89702

Telephone: 775-884-3053

E-mail Address: robmcqueary@armacconstruction.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300249

**Title: Roop Street Road and Sewer Reconstruction from 5th to
Musser Street Project**

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of January 11, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300249** and titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11th day of January 2023

ATTEST:

WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 11th day of January 2023

PERFORMANCE BOND

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

Bond #: _____

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

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ (state sum in Words) _____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300249** and titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 23300249** and titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project**

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called
CONTRACTOR, and

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 23300249** and titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street
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.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300249** and titled **Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned ARMAC Excavating & Paving LLC dba ARMAC Construction, 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 Total Bid dollars (\$ 5% of Total 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 # 23300249, PWP # CC-2023-106, for the Project Title: Roop Street Road & Sewer Reconstruction From 5th to Musser St.

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 Oblige 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 Oblige the full amount of the bid bond as a penalty irrespective of the Oblige'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 Oblige 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: December 13, 2022

ARMAC Excavating & Paving LLC dba ARMAC Construction

Principal

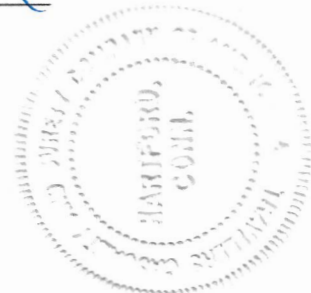
By: [Signature]

Travelers Casualty and Surety Company of America

Surety

By: [Signature]

Andrea Cantlon, 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 **Andrea Cantlon** 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

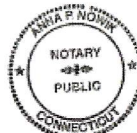
City of Hartford ss.

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, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of 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 **13th** day of **December**, **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.



23300249 (PWP# CC-2023-106) Addendum 2

Armac Construction

Supplier Response

Event Information

Number: 23300249 (PWP# CC-2023-106) Addendum 2
Title: Roop Street Road & Sewer Reconstruction From 5th to Musser St
Type: Invitation for Bid
Issue Date: 11/17/2022
Deadline: 12/15/2022 11:00 AM (PT)
Notes: **Summary:** The project includes replacement of asphalt pavement, sidewalk, curb and gutter, driveway aprons, sewer main, water main, storm drain catch basins, signs and related improvement on Roop Street from 5th Street to East Musser Street.

Project# P303519009
PWP# CC-2023-106

Engineers Estimate: \$1,413,000.00

This Project is deemed a **Horizontal** Construction Project.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: Suite 2
City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carson.org

Armac Construction Information

Contact: Greg McQueary
 Address: PO Box 4616
 Carson City, NV 89702
 Phone: (775) 884-3053
 Email: greg@armacconstruction.com

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

Robert V. McQueary

Signature

Submitted at 12/15/2022 10:50:32 AM (PT)

robmcqueary@armacconstruction.com

Email

Requested Attachments

Bid Bond Form

BID BOND Roop St Road & Sewer.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

Vendor Information Form

Vendor Information 3.24.22 - ARMAC.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

References

Project Reference Page - Roop St.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

5% Bidders Form

scan0009.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.
 Contractor MUST Self-List.

1% Subcontractor Information

scan0010.pdf

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab. Contractor MUST Self-List. Email to CAkers@carson.org

Certification of Auth & Understanding

Cert. of Auth. - Roop St.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Conflict of Interest

Conflict of Interest Form -Roop St.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Local Preference Affidavit

scan0004.pdf

This document is only required with bid submission if the Contractor has a Nevada State Contractors Board Certificate of Eligibility. You can download this document from the "Attachments" Tab. (If Applicable)

Certificate of Eligibility (NRS 338.147 & 338.1389)

No response

Required Certificate from General at time of bid (If Applicable)

Project Workforce Checklist

Work Force - Roop St.pdf

Required from General 24 hours after bid opening. You can download this document from the "Attachments" Tab.
 Email to CAkers@carson.org

1	Contractor's License Carson City has determined that the responsive bidder must possess a minimum of a Class A with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid. <div>Nevada Contractors License #0074381 Limit:1.3 Million. A-12, A-13, A-15,!-16, A-19, A-20.</div>
2	A Copy of Contractor's Certificate of Eligibility A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000. <div>N/A</div>
3	Substitutions No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. <div>No Substitutions Or Revisions Made.</div>
4	Acknowledgement of Addendums Bidder acknowledges receipt of _____ Addendums. <div>ARMAC Acknowledges Addendum #1 & #2 for this project.</div>

5 References:

Exhibit A

Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (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.

Information to be included:

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

1. Company Name: Reno-Tahoe Airport Authority
2. Mailing Address: 2001 Easy Plum Lane Reno, Nv 89501
2. Telephone Number: 775-386-7802
4. E-Mail : bjuzek@renotahoeairport.com
5. Project Title : Remote Economy Parking Lot Phase #1
6. Amount of Contract : 1,209,000.00
7. Scope of Work: Earthwork, new storm drain system tying into an existing system, electrical conduits, electrical wiring to a new security booth and gate and tigers teeth spikes, concrete valley gutters, median curbs, approach slabs, handicamp ramp, sidewalk, signage including pedestrian crossing signs, striping, light poles with new concrete bases, aggregate base, asphalt paving and parking lot and access road and trench patches, minor demolition, new chain link fencing for perimeter security.
1. Company Name: HR Butler
2. Mailing Address: PO Box 10989 Zephyr Cove, NV 89448
2. Telephone Number: 775-588-7477
4. E-Mail : hrbutler@yahoo.com
5. Project Title: River Park Dunes
6. Amount of Contract : \$150,000.00
- 7: Scope of Work: Water Main & Services for 29 lot Subdivision
1. Company Name: Genesis Designs
2. Mailing Address: 7033 Kalgan Road NE Rio Ranch, NM 87144
2. Telephone Number: 316-293-6559
4. E-Mail : riveraantonina@gmail.com
5. Project Title: Round Hill Pines
6. Amount of Contract : \$532,000.00
- 7: Scope of Work: Road and parking lot excavation, grading, concrete work, rock wall installation and repave of road and parking lot (includes striping)

6 Prevailing Wages

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. **(Email to Cakers@carson.org)**

ARMAC Used : 2023 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL COUNTIES
(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)
DATE OF DETERMINATION: October 1, 2022
APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

7 Required Documents

Exhibit A

Acknowledgement of Required Documents:

Bid Bond-Due at Bid Submission

Vendor Information-Due at Bid Submission

References-Due at Bid Submission

5%-Sub-Contractor Information-Due at Bid Submission. **General Contractor must self-list**

1%-Sub-Contractor Information-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor must self-list** (Email to **Cakers@carson.org**)

Cert of Authorization & Understanding-Due from General at Bid Submission/Sub-Contractors first week of work

Conflict of Interest-Due from General at Bid Submission/Sub-Contractors first week of work

Local Preference Affidavit-Due at time of Bid Submission (If applicable)

Certificate of Eligibility-(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable)

Project Workforce Checklist-Due from Lowest Bid-General Contractor 24 hours from bid opening (Email to **Cakers@carson.org**)

Prevailing Wage Determination(State)-Due from General Contractor 24 hours after bid opening (Email to **Cakers@carson.org**)

Sub Contractor Monthly Payment Form-Due with each pay application submitted

N/A

8 Apprentices-NRS 338.01165 (SB 207)

Apprentices-NRS 338.01165; SB 207 (2019)

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

- **Apprenticeship Utilization Request Form**
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**
Titled: "Apprentice Agreement"

Titled: "Project Workforce Checklist"

NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID SUBMISSION.

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR. **(Emailed to Cakers@carson.org.)**

Sub-Contractors Project Workforce Checklist will be required prior to beginning work.

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.

N/A

9 Acknowledgement & Execution of Bid Proposal

I the Bidder, 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: 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, 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 said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

☒ Acknowledged (Acknowledged)

Bid Lines

1 Package Header

Schedule A: Base Bid Items

Quantity: 1 UOM: EA

Total: \$1,277,124.25

Package Items**1.1 Mobilization, Demobilization, and Clean-up**

Quantity: 1 UOM: LS Unit Price: \$58,031.00 Total: \$58,031.00

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: \$38,726.00 Total: \$38,726.00

1.3 Stormwater Protection

Quantity: 1 UOM: LS Unit Price: \$13,803.00 Total: \$13,803.00

1.4 Survey and Record Drawings

Quantity: 1 UOM: LS Unit Price: \$14,760.00 Total: \$14,760.00

1.5 Over Excavation of Unsuitable Materials

Quantity: 500 UOM: CY Unit Price: \$100.00 Total: \$50,000.00

1.6 Sewer Bypass Pumping

Quantity: 1 UOM: LS Unit Price: \$58,835.00 Total: \$58,835.00

1.7 Remove Existing 48" Diameter Sewer Manhole

Quantity: 5 UOM: EA Unit Price: \$2,471.00 Total: \$12,355.00

1.8 Remove, replace, relocate ex drop inlet with Type 4R catch basin, w/ 18" SD section replacement

Quantity: 1 UOM: LS Unit Price: \$15,461.00 Total: \$15,461.00

1.9 Install 48" Diameter Sewer Manhole

Quantity: 6 UOM: LS Unit Price: \$5,404.00 Total: \$32,424.00

1.10 Install 8" SDR-35 PVC Sanitary Sewer Pipe

Quantity: 979 UOM: LF Unit Price: \$99.00 Total: \$96,921.00

1.11 Sewer Service Lateral Verification

Quantity: 11 UOM: EA Unit Price: \$369.00 Total: \$4,059.00

1.12 Install 4" Diameter SDR35 PVC Sewer Lateral to Back of Sidewalk

Quantity: 11 UOM: EA Unit Price: \$2,775.00 Total: \$30,525.00

1.13 Abandon & Grout 6" Sewer Main

Quantity: 338 UOM: LF Unit Price: \$22.00 Total: \$7,436.00

1.14 Remove Ex. PCC Curb and Gutter

Quantity: 1900 UOM: LF Unit Price: \$15.00 Total: \$28,500.00

1.15 Remove Ex. PCC Sidewalk, Pedestrian Ramps, Valley Gutter, and Driveways

Quantity: 9294 UOM: SF Unit Price: \$2.00 Total: \$18,588.00

1.16 Root Mitigation

Quantity: 1 UOM: LS Unit Price: \$3,834.00 Total: \$3,834.00

1.17 Install PCC Curb & Gutter (Type 1)

Quantity: 1900 UOM: LF Unit Price: \$37.00 Total: \$70,300.00

1.18 Install PCC Sidewalk

Quantity: 5421 UOM: SF Unit Price: \$9.25 Total: \$50,144.25

1.19 Install PCC Driveway & Driveway Approach

Quantity: 1298 UOM: SF Unit Price: \$23.00 Total: \$29,854.00

1.20 Install PCC Valley Gutter

Quantity: 418 UOM: SF Unit Price: \$41.00 Total: \$17,138.00

1.21 Install PCC ADA Pedestrian Ramp

Quantity: 2157 UOM: SF Unit Price: \$19.00 Total: \$40,983.00

1.22 Install PCC Retaining Curb

Quantity: 161 UOM: LF Unit Price: \$22.00 Total: \$3,542.00

1.23 Remove and Replace Sidewalk Cross Drain

Quantity: 3 UOM: EA Unit Price: \$990.00 Total: \$2,970.00

1.24 Roadbed Modification and Repaving: 6" Bituminous Plantmix on 10" Type 2 Class B Aggregate Base, OR 7" Bituminous Plantmix on 8" Recycled Pulverized Cement Treated Base

Quantity: 4778 UOM: SY Unit Price: \$96.00 Total: \$458,688.00

1.25 Pavement markings, 4" wide

Quantity: 50 UOM: LF Unit Price: \$1.00 Total: \$50.00

1.26 Pavement markings, 8" wide

Quantity: 200 UOM: LF Unit Price: \$1.00 Total: \$200.00

1.27 Pavement markings, 24" wide crosswalk or stop bar

Quantity: 1205 UOM: LF Unit Price: \$6.00 Total: \$7,230.00

1.28 Pavement marking 4" double solid yellow (price per pair)

Quantity: 255 UOM: LF Unit Price: \$1.00 Total: \$255.00

1.29 Pavement marking 6" dashed white (2' stripe 3' gap)

Quantity: 50 UOM: LF Unit Price: \$1.00 Total: \$50.00

1.30 Pavement marking, turn lane, 4" solid yellow plus 4" dashed (10' stripe 30' gap)

Quantity: 1500 UOM: LF Unit Price: \$1.00 Total: \$1,500.00

1.31 Pavement Markings, Shared-Use Bike Lane Arrow

Quantity: 11 UOM: EA Unit Price: \$180.00 Total: \$1,980.00

1.32 Removal and Restoration of Existing Site Improvements

Quantity: 1 UOM: LS Unit Price: \$14,604.00 Total: \$14,604.00

1.33 Remove and Reinstall Existing Sign and Post

Quantity: 4 UOM: EA Unit Price: \$480.00 Total: \$1,920.00

1.34 Install Yield to Pedestrian Sign R1-5a (36"x48")

Quantity: 4 UOM: EA Unit Price: \$840.00 Total: \$3,360.00

1.35 Install Pedestrian Sign W11-2 (36"x36") and W16-7P (24"x12")

Quantity: 2 UOM: EA Unit Price: \$960.00 Total: \$1,920.00

1.36 Install Share The Road Sign W11-1 (18"x24") and W16-1P (36"x36")

Quantity: 2 UOM: EA Unit Price: \$2,268.00 Total: \$4,536.00

1.37 Protect and adjust new and existing type 1, 3R & 4R catch basin structure to new finish grade

Quantity: 3 UOM: EA Unit Price: \$925.00 Total: \$2,775.00

1.38 Protect and adjust new and existing water/utility valve boxes to finish grade

Quantity: 9 UOM: EA Unit Price: \$352.00 Total: \$3,168.00

1.39 Install Traffic Loops

Quantity: 7 UOM: EA Unit Price: \$744.00 Total: \$5,208.00

1.40 Lower Push Button at Pedestrian Crossings

Quantity: 3 UOM: EA Unit Price: \$537.00 Total: \$1,611.00

1.41 Remove Existing Water Service Line at 201 Roop

Quantity: 1 UOM: LS Unit Price: \$6,526.00 Total: \$6,526.00

1.42 Relocate Meter Box, Ball Valve, Yoke, and Check Valve on Existing Service; Replace Meter Box

Quantity: 3 UOM: EA Unit Price: \$6,796.00 Total: \$20,388.00

1.43 Install 6" PVC C900 Water Pipe

Quantity: 78 UOM: LF Unit Price: \$237.00 Total: \$18,486.00

1.44 Procure 6"x6" Hot Tap Saddle and 6" Gate Valve

Quantity: 1 UOM: LS Unit Price: \$5,459.00 Total: \$5,459.00

1.45 Install 6" Gate Valve

Quantity: 3 UOM: EA Unit Price: \$2,130.00 Total: \$6,390.00

1.46 Water Main Location Riser and Can

Quantity: 3 UOM: EA Unit Price: \$1,378.00 Total: \$4,134.00

1.47 Install ARV

Quantity: 1 UOM: EA Unit Price: \$7,497.00 Total: \$7,497.00

Response Total: \$1,277,124.25

Vendor Information

Vendor Information:	
Company Name: ARMAC Construction, LLC	Federal ID No: 27-0179469 UEI/DUNS #:02-413-0369
Mailing Address: 30 Brown Drive	City, State, Zip Code: Carson City, NV 89706
Telephone Number: 775-884-3053	Email: tim@armacconstruction.com

Contact Person/Title:	
Name: Timothy Whited	Title: Project Estimator
Mailing Address: P.O. Box 4616	City, State, Zip Code: Carson City, NV 89706
Telephone Number: 775-884-3053	Email: tim@armacconstruction.com

Licensing Information:	
Nevada State Contractor's License Number: 0074381	
License Classification(s): A-12, A-13, A-15, A-16, A-19, A-20	Date Issued: 01/15/2010
Limitation(s) of License: \$1,300,000.00	Date of Expiration: 01/31/2024
Name of Licensee: ARMAC Excavating & Paving dba ARMAC Construction, LLC	

Carson City Business License Number:		
Name of Licensee: ARMAC Excavating & Paving, LLC		
Disclosures of Principals:		
Individual and/or Partnership:		
(1) Owner Name: Robert V. McQueary		
Address: P.O. Box 4616		
City: Carson city	State: NV	Zip Code: 89702
Telephone: 775-884-3053	Email: robmcqueary@armacconstruction.com	
(2) Owner Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
(1) Other Title:		
Name:		
(2) Other Title:		
Name:		



Project Reference Page

Project Reference #1

1. Company Name: Reno-Tahoe Airport Authority
2. Mailing Address: 2001 East Plumb Lane Reno, Nv 89501
2. Telephone Number: 775-386-7802
4. E-Mail : bjuzek@renotahoeairport.com
5. Project Title : Remote Economy Parking Lot Phase #1
6. Amount of Contract : 1,209,000.00
7. Scope of Work: Earthwork, new storm drain system tying into an existing system, electrical conduits, electrical wiring to a new security booth and gate and tigers teeth spikes, concrete valley gutters, median curbs, approach slabs, handicamp ramp, sidewalk, signage including pedestrian crossing signs, striping, light poles with new concrete bases, aggregate base, asphalt paving and parking lot and access road and trench patches, minor demolition, new chain link fencing for perimeter security.

Project Reference #2

1. Company Name: HR Butler
2. Mailing Address: PO Box 10989 Zephyr Cove, NV 89448
2. Telephone Number: 775-588-7477
4. E-Mail : hrbutler@yahoo.com
5. Project Title: River Park Dunes
6. Amount of Contract : \$150,000.00
7. Scope of Work: Water Main & Services for 29 lot Subdivision

Project Reference #3

1. Company Name: Genesis Designs
2. Mailing Address: 7033 Kalgan Road NE Rio Ranch, NM 87144
2. Telephone Number: 316-293-6559
4. E-Mail : riveraantonina@gmail.com
5. Project Title: Round Hill Pines
6. Amount of Contract : \$532,000.00
7. Scope of Work: Road and parking lot excavation, grading, concrete work, rock wall installation and repave of road and parking lot (includes striping)



BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: 23300249

Contractor: ARMAC Excavation, Grading & Paving LLC

Project No(s): CC-PWP-2023-106

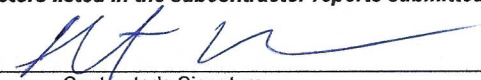
Address: 30 Brown Drive Mound House, NV 89706Total Bid Amount \$ 1,277,983.00

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
ARMAC Excavation, Grading & Paving LLC	775-884-3053	1.1-1.3,1.5,1.7-1.24,1.32-1.47	0074381	\$1.3Million	All Work Except: Striping, Bypass Pumping

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."


 Contractor's Signature

12/15/2023
 Date

Telephone No. 775-884-3053

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: 23300249

Contractor: ARMAC Excavation, Grading & Paving LLC

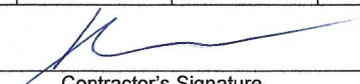
Project No(s): CC-PWP-2023-106

Address: 30 Brown Drive Mound House, NV 89706Bid Amount \$ 1,277,983.00

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
ARMAC Excavation, Grading & Paving	775-884-3053	1.1-1.3, 1.5, 1.7-1.24, 1.32, 1.37-1.47	0074381	\$1.3 Million	All Site Work
Rain For Rent	775-358-0875	1.6	0081571	\$1.5 Million	Sewer Bypass Pumping & Maintenance
MAPCA Surveys Inc.	775-451-7255	1.4	N/A	N/A	Survey & Drawings
Intermountain Slurry Seal Inc	775-355-6755	1.25-1.31, 1.33-1.36	0023657	Unlimited	Signs & Pavement Markings

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."


 Contractor's Signature

12/15/2023

Date

Telephone No. 775-884-3053

Certification of Authorization and Understanding

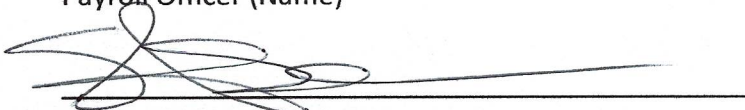
Project Name: Roop Street Road & Sewer Reconstruction

Project Number: CC-PWP-2023-106

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.

Stacey Schell

Payroll Officer (Name)


Payroll Officer (Signature)

ARMAC Excavating & Paving, LLC, dba ARMAC Construction, LLC

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

President

(Title)

0074381

(Contractor/Subcontractor License Number)

12/15/2022

(Date)

Conflict of Interest Disclosure Form

Date: 12/15/2022

Project: 23300249 - PWP-CC-2023-106

Title: Roop Street Road & Sewer Reconstruction

Name: Robert V. McQueary

Position: President

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: 12/15/2022

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, N/A, on behalf of the Contractor, N/A, 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. **23300249- CC-PWP-2023-106**

Project Name: **Roop Street Road & Sewer Reconstruction**

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

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: **N/A**

Title: **N/A**

Signature:

Date: **12/15/2022**

STATE OF NEVADA
Office of the Labor Commissioner

Required Form
Exhibit A

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.: 23300249 Project Name: Roop Street Road & Sewer Reconstruction
USE MOST CURRENT EXAMPLE ON LABOR COMMISSIONERS WEBSITE
Contractor/Subcontractor: ARMAC Excavating & Paving, LLC

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cement Mason, can also include plasterers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron).	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, and traffic barrier erector.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

*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

Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other*:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 

Name and Title: Robert V. McQueary President

Date: 12/15/2022

Contractor Name: ARMAC Excavating & Paving, LLC

Notice to Contractors Bid# 23300249 Roop Street Road and Sewer Reconstruction from 5th to Musser Street Project**Date and Time of Opening: 12/15/2022 @ 11:30am**

Line #	Description	QTY	UOM	Armac Construction, LLC		FW Carson Co		Sierra Nevada Construction, Inc.		MKD Construction	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization, and Clean-up	1	LS	\$58,031.00	\$58,031.00	\$137,200.00	\$137,200.00	\$15,000.00	\$15,000.00	\$212,000.00	\$212,000.00
1.2	Traffic Control	1	LS	\$38,726.00	\$38,726.00	\$59,100.00	\$59,100.00	\$131,235.10	\$131,235.10	\$150,780.25	\$150,780.25
1.3	Stormwater Protection	1	LS	\$13,803.00	\$13,803.00	\$24,700.00	\$24,700.00	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00
1.4	Survey and Record Drawings	1	LS	\$14,760.00	\$14,760.00	\$22,200.00	\$22,200.00	\$13,000.00	\$13,000.00	\$24,000.00	\$24,000.00
1.5	Over Excavation of Unsuitable Materials	500	CY	\$100.00	\$50,000.00	\$147.00	\$73,500.00	\$100.00	\$50,000.00	\$82.00	\$41,000.00
1.6	Sewer Bypass Pumping	1	LS	\$58,835.00	\$58,835.00	\$44,800.00	\$44,800.00	\$35,000.00	\$35,000.00	\$102,883.00	\$102,883.00
1.7	Remove Existing 48" Diameter Sewer Manhole	5	EA	\$2,471.00	\$12,355.00	\$2,400.00	\$12,000.00	\$5,000.00	\$25,000.00	\$2,750.00	\$13,750.00
1.8	Remove, replace, relocate ex drop inlet with Type 4R catch basin, w/ 18" SD section replacement	1	LS	\$15,461.00	\$15,461.00	\$9,200.00	\$9,200.00	\$18,000.00	\$18,000.00	\$13,600.00	\$13,600.00
1.9	Install 48" Diameter Sewer Manhole	6	LS	\$5,404.00	\$32,424.00	\$7,600.00	\$45,600.00	\$12,000.00	\$72,000.00	\$11,000.00	\$66,000.00
1.10	Install 8" SDR-35 PVC Sanitary Sewer Pipe	979	LF	\$99.00	\$96,921.00	\$194.00	\$189,926.00	\$260.00	\$254,540.00	\$230.00	\$225,170.00
1.11	Sewer Service Lateral Verification	11	EA	\$369.00	\$4,059.00	\$1,200.00	\$13,200.00	\$800.00	\$8,800.00	\$1,100.00	\$12,100.00
1.12	Install 4" Diameter SDR35 PVC Sewer Lateral to Back of Sidewalk	11	EA	\$2,775.00	\$30,525.00	\$6,600.00	\$72,600.00	\$11,000.00	\$121,000.00	\$9,200.00	\$101,200.00
1.13	Abandon & Grout 6" Sewer Main	338	LF	\$22.00	\$7,436.00	\$8.00	\$2,704.00	\$30.00	\$10,140.00	\$73.00	\$24,674.00
1.14	Remove Ex. PCC Curb and Gutter	1900	LF	\$15.00	\$28,500.00	\$10.00	\$19,000.00	\$26.00	\$49,400.00	\$14.00	\$26,600.00
1.15	Remove Ex. PCC Sidewalk, Pedestrian Ramps, Valley Gutter, and Driveways	9294	SF	\$2.00	\$18,588.00	\$2.00	\$18,588.00	\$5.60	\$52,046.40	\$3.25	\$30,205.50
1.16	Root Mitigation	1	LS	\$3,834.00	\$3,834.00	\$13,700.00	\$13,700.00	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00
1.17	Install PCC Curb & Gutter (Type 1)	1900	LF	\$37.00	\$70,300.00	\$45.00	\$85,500.00	\$49.00	\$93,100.00	\$65.00	\$123,500.00
1.18	Install PCC Sidewalk	5421	SF	\$9.25	\$50,144.25	\$13.00	\$70,473.00	\$13.75	\$74,538.75	\$16.00	\$86,736.00
1.19	Install PCC Driveway & Driveway Approach	1298	SF	\$23.00	\$29,854.00	\$20.00	\$25,960.00	\$21.00	\$27,258.00	\$30.00	\$38,940.00
1.20	Install PCC Valley Gutter	418	SF	\$41.00	\$17,138.00	\$22.00	\$9,196.00	\$40.00	\$16,720.00	\$40.00	\$16,720.00
1.21	Install PCC ADA Pedestrian Ramp	2157	SF	\$19.00	\$40,983.00	\$26.00	\$56,082.00	\$32.00	\$69,024.00	\$36.00	\$77,652.00
1.22	Install PCC Retaining Curb	161	LF	\$22.00	\$3,542.00	\$53.00	\$8,533.00	\$55.00	\$8,855.00	\$60.00	\$9,660.00
1.23	Remove and Replace Sidewalk Cross Drain	3	EA	\$990.00	\$2,970.00	\$3,700.00	\$11,100.00	\$4,700.00	\$14,100.00	\$2,500.00	\$7,500.00
1.24	Roadbed Modification and Repaving: 6" Bituminous Plantmix on 10" Type 2 Class B Aggregate Base, OR 7" Bituminous Plantmix on 8" Recycled Pulverized Cement Treated Base	4778	SY	\$96.00	\$458,688.00	\$119.00	\$568,582.00	\$92.00	\$439,576.00	\$115.00	\$549,470.00
1.25	Pavement markings, 4" wide	50	LF	\$1.00	\$50.00	\$1.70	\$85.00	\$1.50	\$75.00	\$1.00	\$50.00
1.26	Pavement markings, 8" wide	200	LF	\$1.00	\$200.00	\$2.00	\$400.00	\$1.75	\$350.00	\$1.00	\$200.00
1.27	Pavement markings, 24" wide crosswalk or stop bar	1205	LF	\$6.00	\$7,230.00	\$8.00	\$9,640.00	\$7.50	\$9,037.50	\$9.00	\$10,845.00
1.28	Pavement marking 4" double solid yellow (price per pair)	255	LF	\$1.00	\$255.00	\$2.00	\$510.00	\$1.75	\$446.25	\$1.25	\$318.75
1.29	Pavement marking 6" dashed white (2' stripe 3' gap)	50	LF	\$1.00	\$50.00	\$1.70	\$85.00	\$1.50	\$75.00	\$1.25	\$62.50
1.30	Pavement marking, turn lane, 4" solid yellow plus 4" dashed (10' stripe 30' gap)	1500	LF	\$1.00	\$1,500.00	\$1.40	\$2,100.00	\$1.25	\$1,875.00	\$1.00	\$1,500.00
1.31	Pavement Markings, Shared-Use Bike Lane Arrow	11	EA	\$180.00	\$1,980.00	\$197.00	\$2,167.00	\$175.00	\$1,925.00	\$80.00	\$880.00
1.32	Removal and Restoration of Existing Site Improvements	1	LS	\$14,604.00	\$14,604.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$23,000.00	\$23,000.00
1.33	Remove and Reinstall Existing Sign and Post	4	EA	\$480.00	\$1,920.00	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$850.00	\$3,400.00
1.34	Install Yield to Pedestrian Sign R1-5a (36"x48")	4	EA	\$840.00	\$3,360.00	\$1,000.00	\$4,000.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00

1.35	Install Pedestrian Sign W11-2 (36"x36") and W16-7P (24"x12")	2	EA	\$960.00	\$1,920.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$815.00	\$1,630.00
1.36	Install Share The Road Sign W11-1 (18"x24") and W16-1P (36"x36")	2	EA	\$2,268.00	\$4,536.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$850.00	\$1,700.00
1.37	Protect and adjust new and existing type 1, 3R & 4R catch basin structure to new finish grade	3	EA	\$925.00	\$2,775.00	\$2,100.00	\$6,300.00	\$550.00	\$1,650.00	\$2,400.00	\$7,200.00
1.38	Protect and adjust new and existing water/utility valve boxes to finish grade	9	EA	\$352.00	\$3,168.00	\$2,700.00	\$24,300.00	\$1,400.00	\$12,600.00	\$1,500.00	\$13,500.00
1.39	Install Traffic Loops	7	EA	\$744.00	\$5,208.00	\$800.00	\$5,600.00	\$710.00	\$4,970.00	\$800.00	\$5,600.00
1.40	Lower Push Button at Pedestrian Crossings	3	EA	\$537.00	\$1,611.00	\$200.00	\$600.00	\$490.00	\$1,470.00	\$600.00	\$1,800.00
1.41	Remove Existing Water Service Line at 201 Roop	1	LS	\$6,526.00	\$6,526.00	\$3,600.00	\$3,600.00	\$8,000.00	\$8,000.00	\$2,600.00	\$2,600.00
1.42	Relocate Meter Box, Ball Valve, Yoke, and Check Valve on Existing Service; Replace Meter Box	3	EA	\$6,796.00	\$20,388.00	\$6,600.00	\$19,800.00	\$5,500.00	\$16,500.00	\$3,700.00	\$11,100.00
1.43	Install 6" PVC C900 Water Pipe	78	LF	\$237.00	\$18,486.00	\$334.00	\$26,052.00	\$600.00	\$46,800.00	\$425.00	\$33,150.00
1.44	Procure 6"x6" Hot Tap Saddle and 6" Gate Valve	1	LS	\$5,459.00	\$5,459.00	\$7,700.00	\$7,700.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00
1.45	Install 6" Gate Valve	3	EA	\$2,130.00	\$6,390.00	\$2,500.00	\$7,500.00	\$2,900.00	\$8,700.00	\$6,200.00	\$18,600.00
1.46	Water Main Location Riser and Can	3	EA	\$1,378.00	\$4,134.00	\$1,300.00	\$3,900.00	\$1,700.00	\$5,100.00	\$2,500.00	\$7,500.00
1.47	Install ARV	1	EA	\$7,497.00	\$7,497.00	\$16,600.00	\$16,600.00	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00
Schedule A: Base Bid Items				\$1,277,124.25		\$1,750,383.00		\$1,754,007.00		\$2,177,777.00	

Carson City is recommending award to ARMAC Construction, LLC and is tentatively scheduled for approval and award at the January 11, 2023 Carson City Regional Transportation Commission meeting. ☐



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Highway Agreement No. PR699-22-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to partially fund pedestrian, bicycle, and roadway improvements near Carson Middle School and Bordewich Bray Elementary School (“Project”) for a total of \$1,052,632.00, with \$1,000,000 from Federal earmark funding known as Congressionally Designated Spending (“CDS”) and a 5% local match of \$52,632; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The Project, referred to in the Agreement as the West Carson Vulnerable User Pedestrian Safety Improvement Project, has a total estimated cost of \$1,250,000. The Project was identified and prioritized using the Carson City Safe Routes to School Master Plan. Carson City was awarded \$1,000,000 in CDS funds for the Project in Federal Fiscal Year (“FFY”) 2022. This Agreement allows NDOT to disperse CDS funds to RTC for use on the Project.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

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

Background/Issues & Analysis

Federal CDS funds were awarded to Carson City under the Highway Infrastructure Program as part of the Consolidated Appropriations Act of 2022. Under the program, the Federal Highway Administration makes Federal-aid highway funds available to NDOT in accordance with law. NDOT is responsible for working with local agencies for the completion of the planning, design, and construction of projects and programs that utilize this funding under the same guidelines and criteria as other Federal-aid highway funds.

The scope of work for this Project would include improvements to sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements. Additional signage or flashing beacons, curb bulb out ramps, additional crosswalks, and raised pedestrian crossings are examples of intersection enhancements. Along with pedestrian and bicycle improvements, roadway improvements will include preservation treatment. Projects limits would encompass portions of Musser Street, Telegraph Street,

Thompson Street, and W 5th Street, which are in the vicinity of Carson Middle School and Bordewich Bray Elementary School.

The CDS funded portion of the Project will be used for design and construction activities including project management, engineering design, pavement preservation, replacement of non-compliant ADA curb ramps, and pedestrian enhancements.

The Agreement covers a total of \$1,052,632.00 for the Project through CDS funding and a 5% local match; however, it is anticipated that an additional \$197,368 will be needed to complete the Project. That additional funding will come from Regional Transportation Funds in the amount of \$250,000 to be used for the 5% local match and other design and construction costs.

Construction is anticipated to start in spring of 2024. CDS funds must be obligated by FFY 2025.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: For revenue – Regional Transportation Fund, Federal Grants / 2503082-431010, and budget transfers from expense accounts: Regional Transportation Fund – Street Repair / 2503035 – 500480.

Is it currently budgeted? ☒ Yes ☐ No

If approved, Project # P303523005 will receive \$1,000,000 in CDS revenues. CDS funding requires a 5% local match, which would equate to approximately \$52,632 in local funding. Regional Transportation funds will be used for this local match.

The \$197,368 in additional Project funding not provided through the Agreement, as noted on page 6 of the Agreement, will come from Regional Transportation Fund, Street Repair account, which has a current available budget of \$350,000. These additional amounts for design and construction have been added to Project # P303523005.

Alternatives

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

Supporting Material

-Exhibit-1: Cooperative Agreement No. PR699-22-063

Board Action Taken:

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

(Vote Recorded By)

Highway Agreement PR699-22-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
West Carson Vulnerable User Pedestrian Safety Improvement Project

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

WITNESSETH:

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

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

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

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY is willing to agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure and intersection enhancements as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson Area Metropolitan Planning Organization (CAMPO) for Federal Congressionally Designated Spending (Earmark/DEMO) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) DTBPJMA2QFC8 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Earmark/DEMO funding for the PROJECT in a maximum amount of One Million and No/100 Dollars (\$1,000,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
9. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
10. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
11. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
12. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
13. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.
14. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the

requirements of 2 CFR Part 200.

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

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

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

18. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - CITY AGREES:

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

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

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

4. To ensure that any utility relocations are in compliance with ADA requirements.
5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.
6. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
7. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
8. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
9. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
10. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.
11. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.
12. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.
13. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.
14. To submit to the DEPARTMENT the DBE information submitted by bidders on the

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

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

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

17. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

18. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

19. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

20. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Fifty-Two Thousand Six Hundred Thirty-Two and No/100 Dollars (\$52,632.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

21. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section

112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2026 or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY’s indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

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

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 109,044.00
DEPARTMENT Construction Engineering Costs:	\$ 5,300.00
CITY Construction Engineering Costs:	\$ 50,593.00
Construction Costs	<u>\$ 882,695.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$1,052,632.00
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Available Funding Sources:

Federal Earmark/DEMO Funds, NV095:	\$1,000,000.00
CITY Match Funds:	<u>\$ 52,632.00</u>

<u>Total PROJECT Funding:</u>	\$1,052,632.00
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Additional CITY funds outside this agreement:	\$ 197,368.00
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6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The

"Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

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

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

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

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

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

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

14. All notices or other communications required or permitted to be given under this

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

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Kelly Stein, PE
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
E - mail address: kstein@dot.nv.gov

FOR CITY: Bryan Byrne, PE
Transportation/Traffic Engineer
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7431
Fax: (775) 887-2112
E -mail: bbyrne@carson.org

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

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

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

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

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

20. Except as otherwise expressly provided herein, all property presently owned by

either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

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

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

Carson City Regional Transportation
Commission

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

Chris Martinovich
Transportation Manager

On behalf of Director

Attest:

Approved as to Legality & Form:

Aubrey Rowlett
Clerk-Recorder

Deputy Attorney General

Approved as to Form:

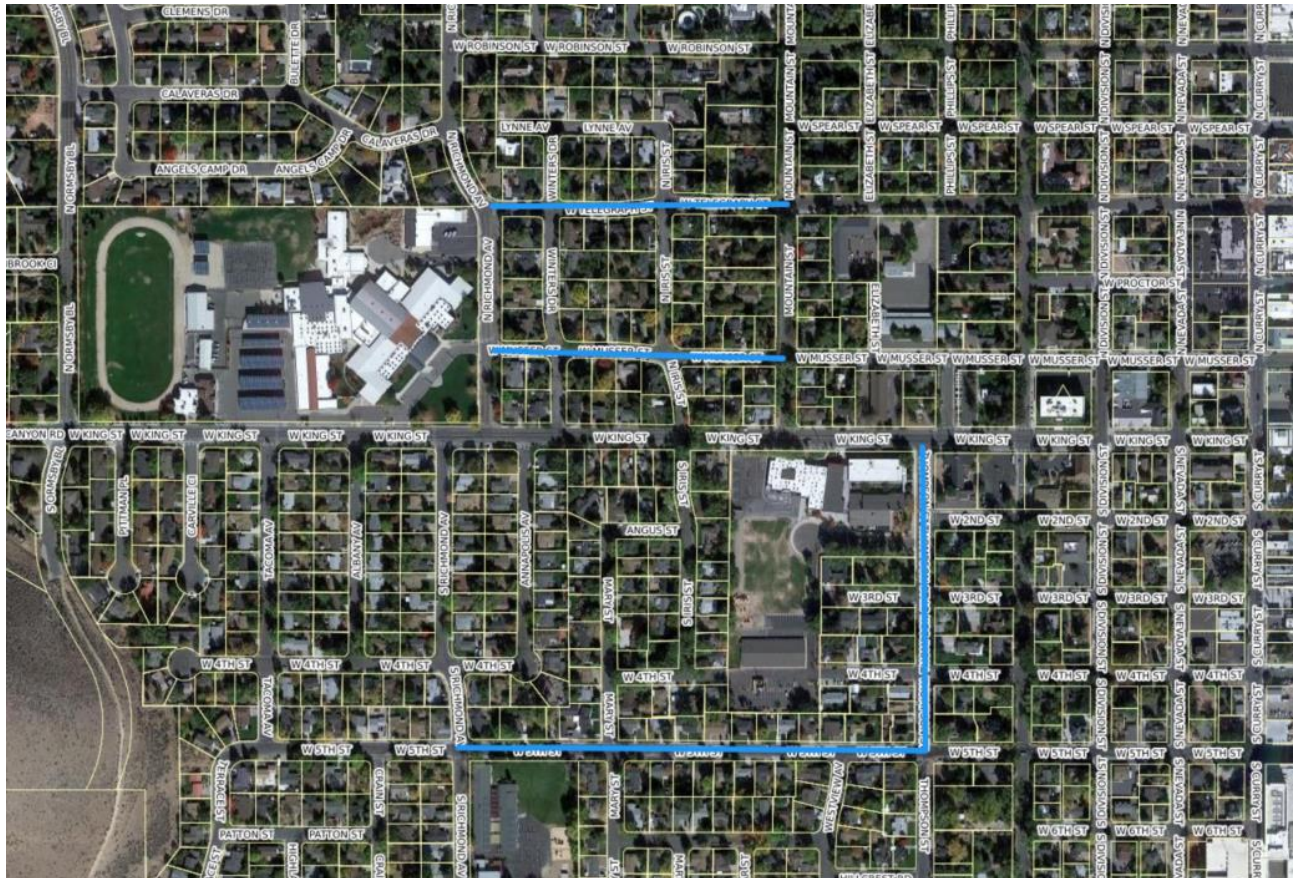
Adam Tully
Deputy District Attorney

Attachment A

SCOPE OF WORK

West Carson Vulnerable User Pedestrian Safety Improvement Project

Project improvements include replacing existing and constructing new pedestrian curb ramps to be ADA compliant, sidewalk gap closures, replacing substandard or hazardous sidewalks, ensuring pedestrian landing areas are ADA compliant, enhancing crosswalk safety at intersections, and associated roadway pavement. Intersection enhancements may include additional signing or flashing beacons, curb bulb out ramps, additional crosswalks, and raised pedestrian crossings. Along with pedestrian and bicycle improvements, roadway improvements will include preservation treatment. The selected projects from the Plan are for the following roads and limits within the Carson Middle School and Bordewich Bray Elementary School area: 5th Street from S Richmond Ave to Thompson St, Thompson St from W 5th St to W King St, Musser St from N Richmond Ave to Mountain Street, and Telegraph St from N Richmond Ave to Mountain Street, as depicted on the attached image.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

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

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Packet Page 143

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature

Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____

Project No(s).: _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.:

Contractor: _____

Project No(s). :

Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter “NONE” under “SUBCONTRACTOR NAME” if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter “multiple” or “various.”

Contractor’s Signature _____

Date _____

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered
into agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this contract; and further that, except as noted below to
the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a
civil judgement rendered against them for commission of fraud or a criminal offense in
connection with obtaining, attempting to obtain, or performing a public or private
agreement or transaction; violation of Federal or State antitrust statutes, including those
proscribing price fixing between competitors, allocation of customers between
competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery,
falsification or destruction of records, making false statements, tax evasion, receiving
stolen property, making false claims, or obstruction of justice; commission of any other
offense indicating a lack of business integrity or business honesty that seriously and
directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (Federal, State or local) with commission of any of the offenses
enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more
public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in
determining bidder responsibility and whether or not the Department will enter into contract with the
party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and
dates of action. Providing false information may result in criminal prosecution or administrative
sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

[illegible]



Project Status Report

6-B

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: January 11, 2023

Time Requested: 10 Minutes

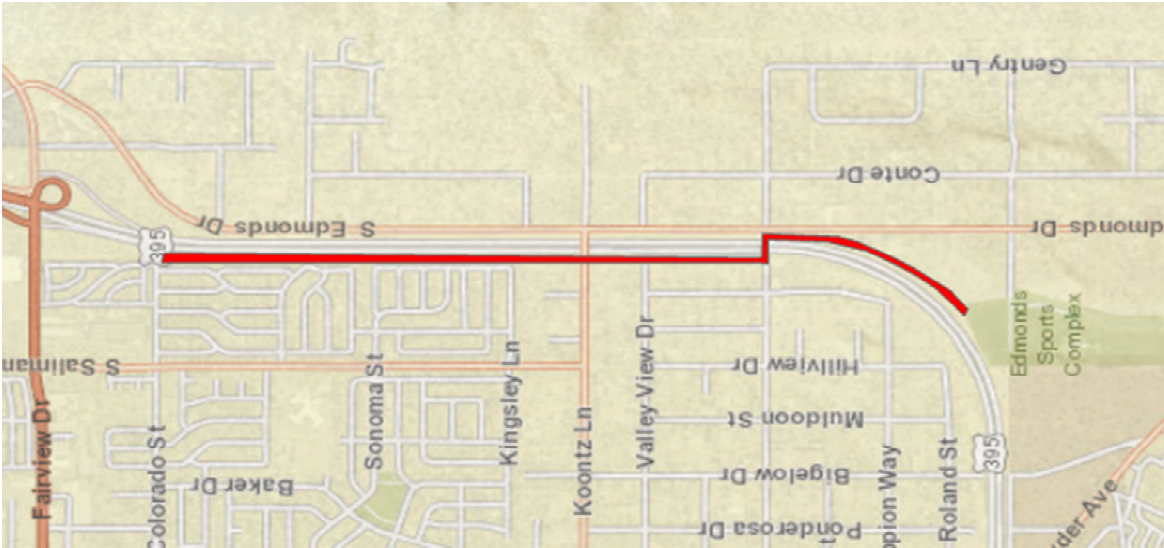
To: Regional Transportation Commission


From: Bryan Byrne, Transportation Engineer

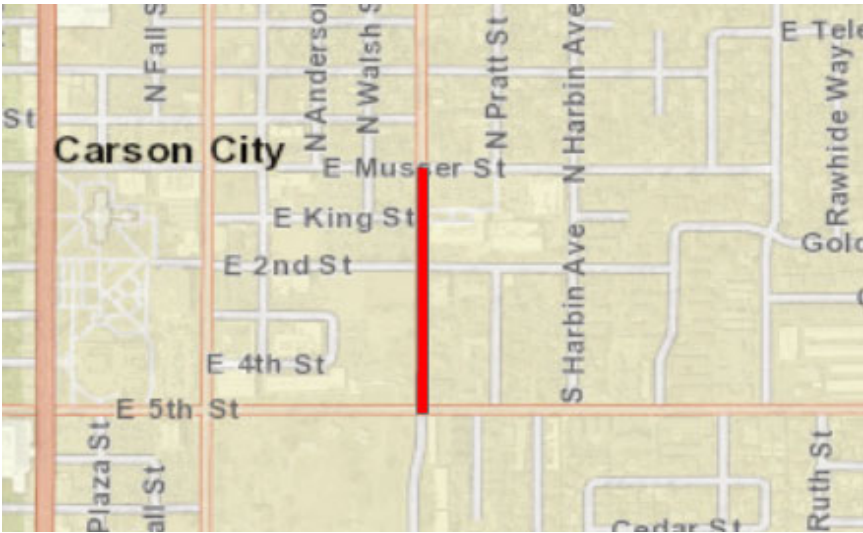
Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$95,218	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$4,959,343	3
P303519009 - Roop Street Rehabilitation Project	\$109,601	4
P303520001 - FY 2020 District 2 Long Street Project	\$2,812,902	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$2,927,281	6
P303521001 - Colorado Street CDBG Pavement Project	\$146,056	7
P303521008 - District 3 E. 5th Street Reconstruction Project	\$310,616	8
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$530,385	9
P751021001 - East William Complete Streets Project	\$776,747	10
P303522005 - DMV Multi-Use Path Project	\$27,978	11
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$104,775	12
P303523001 - Desatoya ADA Improvements CDBG	\$14,876	13
P303523003 - District 5 – Medical Parkway Preservation Project	\$3,113	14
P303523004 - District 5 – Mountain Street Preservation Project	\$8,405	15
	\$12,827,296	

*As of December 29, 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	\$95,218	As of Date	Grant Funded	Total Budget
		December 29, 2022	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 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.				
Project Status				
This project has completed and submitted the 100% plans and bid documents to NDOT for final review. The project can go out to bid once approval from NDOT is received. Construction is anticipated to start in Spring 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	\$4,959,343	As of Date	Grant Funded	Total Budget
		December 29, 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				
Construction is complete and Carson City has accepted the project. No additional costs associated with the Federal FLAP Grant are anticipated. Carson City will monitor revegetation through the summer. The project will be removed from this report.				
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	\$109,601	As of Date	Grant Funded	Total Budget
		December 29, 2022	No	\$1,574,702
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
2535005	507010	V&T Infrastructure Fund	FY23	\$280,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
5203505	507010	Water Fund	FY 22	\$93,702
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				
Bids opened on December 15, 2022. Construction award to be presented at the January RTC meeting. Pending approval, construction is expected to begin early 2023.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Aug-19	Feb-22	N/A	
Construction	Apr-23	Sep-23	N/A	
				



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

Project Cost to Date	\$2,812,902	As of Date	Grant Funded	Total Budget
		December 29, 2022	No	\$3,204,750
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5053705	507010	Stormwater Drainage	FY22	\$400,000
5203505	507010	Water Fund	FY20	\$898,305
5203505	507010	Water Fund	FY21	\$486,892
5103205	507010	Wastewater Utility Fund	FY20	\$207,540
5103205	507010	Wastewater Utility Fund	FY21	\$520,351

[illegible]

Project Length	0.55 miles (2,900 feet) of sewer, water, and roadway replacement.
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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	
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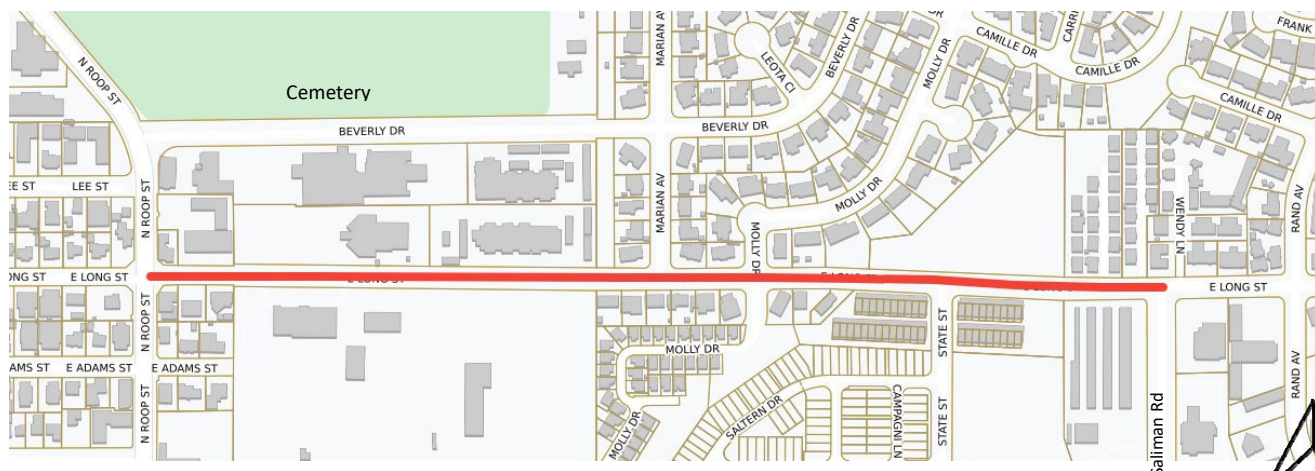
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes 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	
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The project is complete and is being closed out. This project will be removed from the projet status report.

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



Project Name:		Robinson Area Sewer Replacement Project		
Project Number:		P320121001		
Department Lead:		Public Works		
Project Cost to Date	\$2,927,281	As of Date	Grant Funded	Total Budget
		December 29, 2022	No	\$3,123,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,230,504
5203505	507010	Waterline Replace/Rehab	FY21	\$817,905
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				
The contractor and City are coordinating on punch list items.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	May-20	Mar-21	NA	
Construction	Jul-21	Jun-22	NA	

Project Name:	Colorado Street CDBG Pavement Project
Project Number:	P303521001
Department Lead:	Public Works

Project Cost to Date	\$146,056	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$4,397,101
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5203505	507010	Water Fund	FY 22	\$1,822,937
2750620	507010	RT Fund (Federal-CDBG)	FY 21	\$340,868
2750620	507010	RT Fund (Federal-CDBG)	FY 22	\$234,237
2503035	507010	RT Fund (Federal-STBG)	FY 20	\$741,292
2535005	507010	V&T Infrastructure Fund	FY 21	\$927,767
6037510	507010	Redevelopment Capital	FY 22	\$330,000

[illegible]

Project Length	0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.
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This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.

	Project Justification
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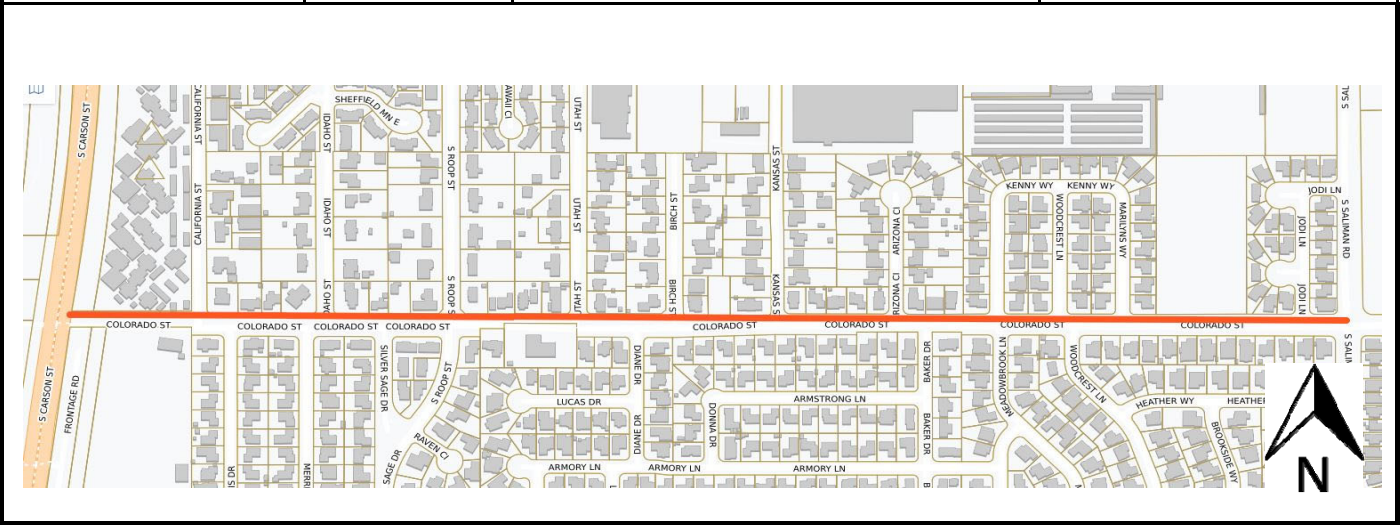
Project Justification
<p>There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high maintenance costs associated with the wide pavement area. This project was awarded a CDBG grant for ADA improvements. Project costs are being supplemented with Federal STBG and V&T Infrastructure funding.</p>

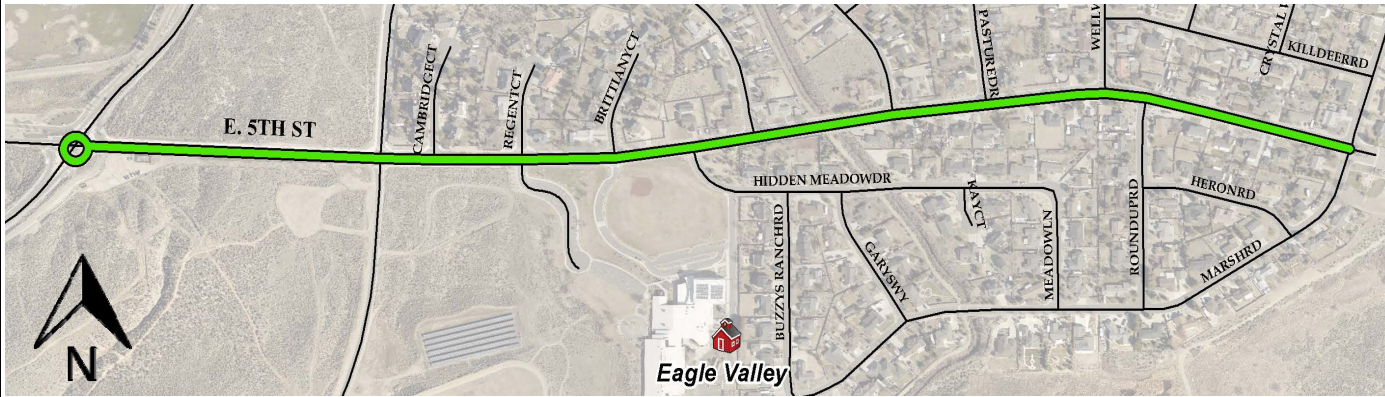
Project Status	
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Project has been awarded and a pre-construction meeting has been scheduled for January. A construction start date has not yet been determined. Construction is expected to begin early 2023.

Project Schedule	
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Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-20	Nov-21	Jan-21
Construction	Mar-23	Oct-23	Feb-22



Project Name:		District 3 E. 5th Street Reconstruction Project		
Project Number:		P303521008		
Department Lead:		Public Works		
Project Cost to Date	\$310,616	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$3,495,200
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$2,366,000
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$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				
The project is working on a 60% design for the roundabout and other portions of the project. Staff are working to complete a noise study required as part of the Project's Environmental Review. Final design of the project is expected July of 2023.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Jul-21	Jul-23		8/5/2021
Construction	2023	2024		TBD
				

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

Project Cost to Date	\$530,385	As of Date	Grant Funded	Total Budget
		December 29, 2022	No	\$650,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$588,000
5053705	507010	Stormwater Drainage	FY 22	\$62,000

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

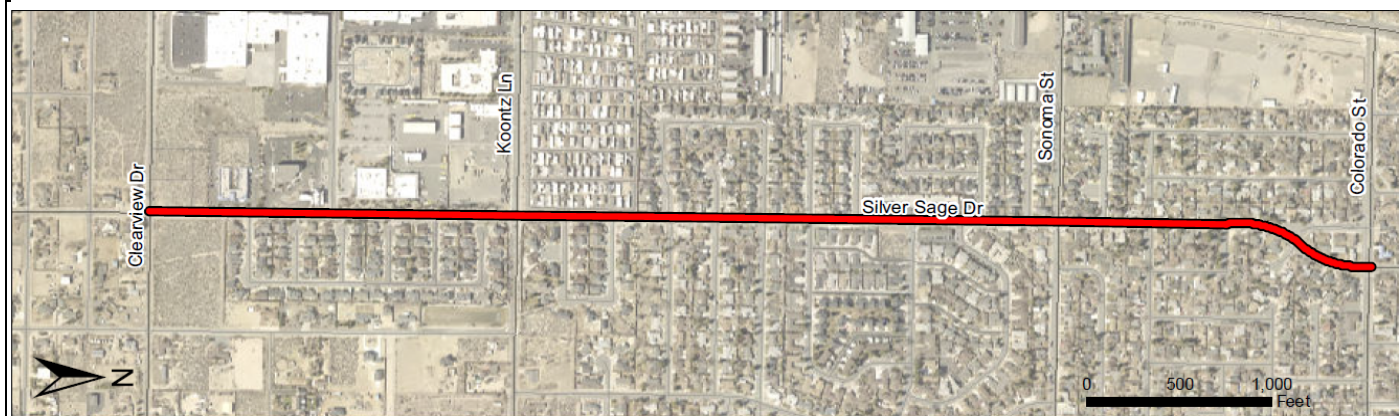
Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes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

Project Status

The project is complete and is being closed out. This project will be removed from the project status report.

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

Project Cost to Date	\$776,747	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
2503035	507010	RT Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$4,459,260
6037510	507010	Redevelopment Capital	FY 22/23	\$385,000
2503082	431010	Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$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

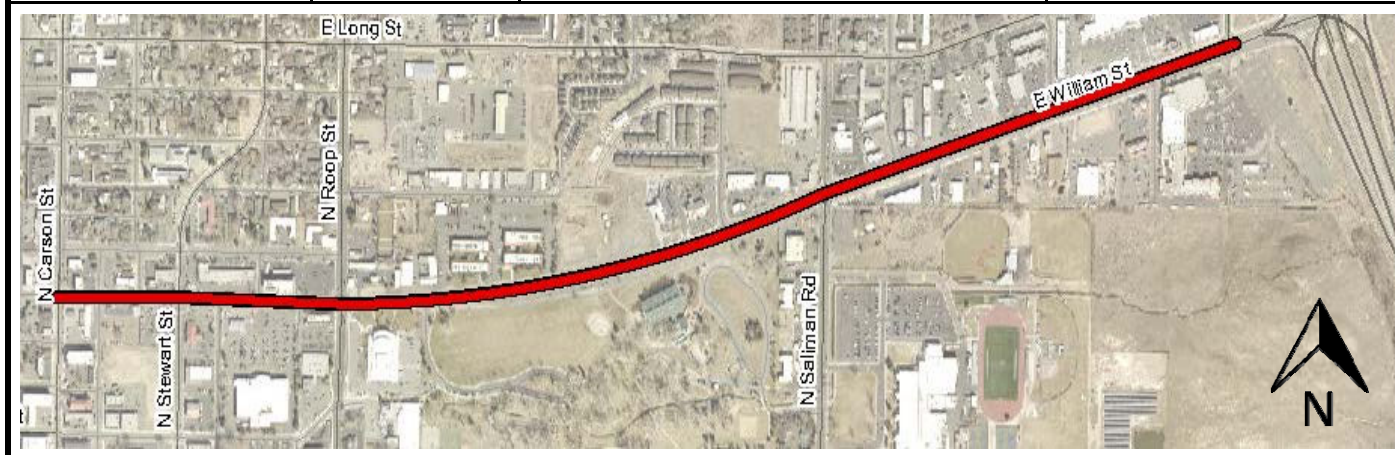
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian 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

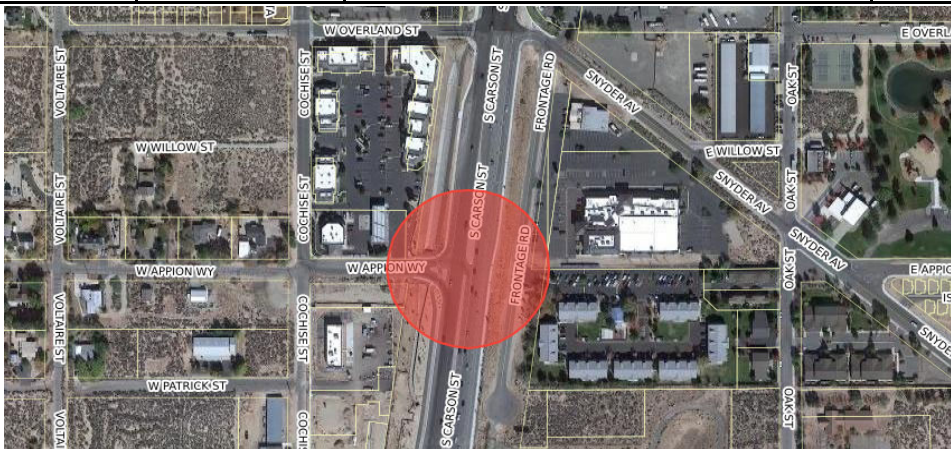
The consultant has developed and submitted 60% design plans, NEPA documents and technical studies to the City for review. The City is planning for a public meeting in late January and to present the 60% design plans to the RACC, RTC, and BOS in February.

Project Schedule

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



Project Name:		DMV Multi-Use Path Project		
Project Number:		P303522005		
Department Lead:		Public Works		
Project Cost to Date	\$27,978	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal-TAP)	FY 22	\$1,548,500
Project Description				
Project Length	0.37 miles of new paved path; 7 miles rehabilitated path			
This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.				
Project Justification				
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.				
Project Status				
The project is continuing with development of 60% design plans. The project Final design is expected to be completed in Summer 2023 with construction outlined for spring/summer of 2024.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Jul-22	Apr-23	1/11/2022	
Construction	Spring 2024	Fall 2024	TBD	
				

Project Name:		Appion Way Traffic Signal and Intersection Improvement Project		
Project Number:		P751021002		
Department Lead:		Public Works		
Project Cost to Date	\$104,775	As of Date	Grant Funded	Total Budget
		December 29, 2022	No	\$1,478,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22	\$100,000
2503082	431010	Federally Directed Spending	FY 22	\$1,100,000
2503082	475100	Developer Contribution	FY 22	\$220,800
Project Description				
Project Length	New signal at intersection of S. Carson Street and Appion Way			
Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection 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 future leg of this intersection will connect a new frontage road to Snyder Avenue.				
Project Justification				
Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 5.				
Project Status				
The Consultant is scheduled to submit 90% plans to the City by end of January 2023 for review. Coordination continues with NDOT along with the subsurface utility investigations. Design is expected to be completed by the Spring 2023.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Apr-22	Apr-23		NA
Construction	Spring 2024	Fall 2024		TBD
				

Project Name:	Desatoya ADA Improvements CDBG			
Project Number:	P303523001			
Department Lead:	Public Works			
Project Cost to Date	\$14,876	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$330,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	RT Fund (Federal-CDBG)	FY 23	\$330,000
Project Description				
Project Length	Two intersections			
<p>Project improvements include replacing existing and reconstructing new pedestrian curb ramps to be ADA compliant, replacing substandard or hazardous sidewalks, ensuring pedestrian landing areas are ADA compliant, enhancing crosswalk safety at intersections, and associated roadway pavement and drainage replacement as needed in areas where curb and sidewalk are being reconstructed. Improvements are at the intersections of La Loma Drive, and Monte Rosa Drive.</p>				
Project Justification				
<p>Improvements in this area would improve pedestrian safety for children and families walking to and from nearby schools and commercial areas. Desatoya Drive is utilized by children accessing Empire Elementary School and Eagle Valley Middle School. The road was identified in the 2020 Safe Routes to School Master Plan as one of several projects aimed at enhancing safety and connectivity for students.</p>				
Project Status				
<p>Staff have completed 90% design plans. Design completion is expected to be completed early 2023 with bidding in February 2023.</p>				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Feb-23	N/A	
Construction	Spring 2023	Fall 2023	N/A	

Project Name: District 5 – Medical Parkway Preservation Project
Project Number: P303523003
Department Lead: Public Works

Project Cost to Date	\$3,113	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$670,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY23	\$420,000
2750600	507010	ARPA	FY23	\$250,000

Project Description

Project Length 1.4 miles of slurry seal

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Medical Parkway between Carson Street and around the Medical Parkway loop. Pavement preservation is also planned for Silver Oak Drive, Presti Lane, and Vista. It also includes some curb ramps modifications, pavement patching, and striping.

Project Justification

Medical Parkway provides access to the Carson Tahoe Hospital and commercial areas. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway which provides the primary access to several medical facilities. In early 2022, the Board of Supervisors allocated ARPA funding to preservation of local roads in each performance district. a portion of the project includes preservation using ARPA funds.

Project Status

Staff are working to complete the final design plans by the end of January, with bidding scheduled for February 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Jan-23	N/A
Construction	Spring 2023	Fall 2023	N/A



Project Name:	District 5 – Mountain Street Preservation Project			
Project Number:	P303523004			
Department Lead:	Public Works			
Project Cost to Date	\$8,405	As of Date	Grant Funded	Total Budget
		December 29, 2022	Yes	\$500,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$500,000
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 Mountain Street between King Street and Winnie Lane. It also includes ADA upgrades to several curb ramps along Mountain Road near Fritsch Elementary School and Bordewich Bray. Other items of work include pavement patching, and striping.				
Project Justification				
Mountain Street provides access to residential areas, Carson Middle School, Bordewich Bray, and Fritsch 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 have completed 90% design plans and are currently being reviewed. Design completion is expected to be completed early 2023 with bidding in February 2023.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Feb-23	N/A	
Construction	Spring 2023	Fall 2023	N/A	
