

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

Day: Wednesday
Date: May 10, 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 – April 12, 2023

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding a proposed Pavement Management Plan (“Plan”) for Fiscal Years (“FY”) 2024 through 2028.

Staff Summary: The Plan formalizes and establishes an efficient and effective strategy for pavement condition management of Carson City’s 285 centerline miles of paved roadway. The Plan uses a five-year rotating cycle for the maintenance of the five pavement performance districts and is

designed to provide a predictable guide for roadway funding that still maintains flexibility to fund unplanned City projects and local match for federal grant opportunities. Staff has updated the Plan for the next five-year cycle.

5-B For Possible Action – Discussion and possible action regarding the 60% design plans and updated cost estimates for the East 5th Street Reconstruction Project (“Project”) and different options for Project funding and implementation.

Staff Summary: This Project is located between Fairview Drive and Marsh Road and includes (1) the expansion of the existing roundabout located at the intersection of East 5th Street and Fairview Drive and (2) pavement preservation, waterline replacement, and Americans with Disabilities Act (“ADA”) upgrades along East 5th Street between Fairview Drive and Marsh Road. Staff will present a status update on the Project, including a review of the 60% design plans, roundabout expansion, and preliminary cost estimate. Staff will also present options for Project funding and implementation. The Project was approved as part of Performance District 3.

5-C For Possible Action – Discussion and possible action regarding Amendment 1 (“Amendment”) to Cooperative Agreement PR279-19-063 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) for the Edmonds Multi-Use Path Project (“Project”) by increasing the total Agreement amount from \$1,618,000 to \$2,153,256, resulting in the 5% local match obligation increasing by \$26,763, from \$80,900 to \$107,663.

Staff Summary: The Project will construct approximately 1.8 miles of a multi-use path along the I-580 freeway from Colorado Street south to the Pete Livermore Sports Complex, previously the Edmonds Sports Complex. The Amendment adds \$508,493 in additional Transportation Alternative Program (“TAP”) funding to the Agreement to increase the amount of construction funding available for the Project. This TAP funding is subject to a 5% local match, and this Amendment increases the total required local match by \$26,763.

5-D For Possible Action – Discussion and possible action regarding a determination that MKD Construction, Inc. (“MKD”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Edmonds Sports Complex Multi-Use Path Project (“Project”) and to award Contract No. 23300289 (“Contract”) for the Project to MKD for a total not to exceed amount of \$1,897,254.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include the construction of the multi-use path, fencing, utility improvements, and curb ramp modifications. The not to exceed amount of \$1,897,254 includes the base bid amount of \$1,724,777, plus a 10% contingency amount of \$172,477. The engineer’s estimate for the Project was \$1,264,000.

5-E For Possible Action – Discussion and possible action regarding the submission of a Federal Fiscal Year (“FFY”) 2023 Safe Streets and Roads for All (“SS4A”) grant application to the United States Department of Transportation (“USDOT”) to update the Carson City Safe Routes to School Master Plan (“Project”) for \$125,000, with \$100,000 coming from the SS4A program and the remaining \$25,000 coming from a 20% local match.

Staff Summary: USDOT is currently requesting FFY 2023 SS4A discretionary grant applications, which must be submitted no later than July 10, 2023. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries

through the development and implementation of safety plans focused on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. Staff is seeking approval to submit a FFY 2023 SS4A grant application to the USDOT in the amount of \$125,000 for the Project.

6. Non-Action Items:

6-A Transportation Manager's Report

6-B Street Operations Report

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

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

7. Public Comment:**

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

8. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **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.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way
www.carson.org/agendas
<http://notice.nv.gov>

CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the April 12, 2023 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, April 12, 2023, 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
 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 at <https://www.carson.org/minutes>.

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

(5:10:38) – Chairperson Bagwell called the meeting to order at 5:10 p.m.

2. ROLL CALL

(5:10:42) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:10:55) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MARCH 8, 2023

(5:11:20) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:11:45) – Commissioner Novak moved to approve the minutes of the March 8, 2023 RTC meeting as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.

5. PUBLIC MEETING ITEMS

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5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS CONCERNING THE FISCAL YEAR (“FY”) 2024 BUDGETS AND SUPPLEMENTAL REQUESTS FOR THE REGIONAL TRANSPORTATION, TRANSIT, CAMPO, AND STREET MAINTENANCE FUNDS (COLLECTIVELY, “FUNDS”).

(5:12:10) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich introduced Carson City Chief Financial Officer Sheri Russell-Benabou and Public Works Operations Manager Rick Cooley. He also presented the Fiscal Year (FY) 2024 budgets and supplemental requests for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds, all of which are incorporated into the record, and responded to clarifying questions along with Ms. Russell-Benabou and Mr. Cooley. Ms. Russell-Benabou also announced that the savings from the unanticipated savings (due to a less-than-anticipated employee health insurance rate increase) would fund additional street repairs.

(5:24:20) – Discussion ensued regarding Transit undesignated accounts and Chair Bagwell noted that she would not be amenable to “approve nine and 10 years of use of General Fund dollars sitting in an undesignated account...because lots of things change federally...lots of other grants become available.” She was, however, in favor of “capital requests for the buses, making sure we have enough match for that and also the \$30,000 for the capital request for the [Transit Center Administration].” Vice Chair Schuette requested clarification on the undesignated Transit funds and Ms. Russell-Benabou and Chair Bagwell explained that “it’s a budget transfer...within their own fund.” Chairperson Bagwell also noted that she wished to “see all the federal grants...to have a clear understanding of the path and the matches...to make sure we can continue to supply the service.” She also clarified that a supplemental budget meant that the funds were added to the budget every year and were not a one-time addition and that was why she was not in favor of the \$284,000 supplemental allocation but would be amenable to the \$125,000 amount. Commissioner Dodson wished to see a table that would show the local match amounts. Commissioner Maloney received confirmation from Mr. Martinovich that most operating expenses of federal transit grants were eligible for a 50/50 match with the exception of vehicle repair and technical equipment that would qualify for an 80/20 match. She also supported the \$284,000 supplemental allocation.

(6:12:45) – Chairperson Bagwell entertained public comments; however, none were forthcoming. Mr. Martinovich referenced the written comments received as late material and incorporated into the record, from Monica Ward, Office Manager at Pioneer Academy, and three students. She also entertained Commissioner discussion and a motion. Commissioner Dodson was informed that “City Staff, as in the City Manager’s [Office] has agreed to give them a supplemental [budget] of \$125,000.” Commissioner Maloney was informed that the \$125,000 was the total supplemental budget which would include the Transit Coordinator job reclassification. Chair Bagwell entertained a motion.

(6:33:03) – Chairperson Bagwell moved to recommend that the Board of Supervisors approve the Fiscal Year 2024 budgets with the adjustments discussed on the record and the supplemental requests, with the exception of the Transit System at \$125,000 for the match. The motion was

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seconded by Commissioner Novak and carried 4-1-0, with Commissioner Maloney as the “nay” vote.

(6:34:16) – Chairperson Bagwell instructed Staff to work on a retreat-type transit discussion meeting.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT 2 (“AMENDMENT”) TO CONTRACT 21300242 (“CONTRACT”) FOR HANSFORD ECONOMIC CONSULTING, LLC (“HANSFORD CONSULTING”) TO EXPAND THE SCOPE OF SERVICES AND INCREASE THE AMOUNT OF THE CONTRACT BY \$46,310 FOR THE CARSON CITY ROADS FUNDING PROJECT (“PROJECT”) FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$96,275 FOR THE CONTRACT.

(6:34:28) – Chairperson Bagwell introduced the item. Mr. Stucky gave background and presented the Staff Report with accompanying documentation, including the proposed contract amendment. He also responded to clarifying questions. Commissioner Novak received clarification that another amendment might be presented to the RTC with options on what General Improvement District “could look like.” Chair Bagwell entertained public comments and when none were forthcoming, a motion.

(6:37:34) – Commissioner Dodson moved to approve Amendment 2, as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.

5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT WEST COAST PAVING, INC. (“WEST COAST”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE DESATOYA ADA IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 23300297 (“CONTRACT”) FOR THE PROJECT TO WEST COAST FOR A TOTAL NOT TO EXCEED AMOUNT OF \$305,800.00.

(6:37:49) – Chairperson Bagwell introduced the item and entertained Commissioner and/or public comments and discussion; however, none were forthcoming. She also entertained a motion.

(6:38:30) – Commissioner Maloney moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency, if necessary. The motion was seconded by Commissioner Novak and carried 5-0-0.

5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT INTERMOUNTAIN SLURRY SEAL, INC. (“ISS”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE DISTRICT 5 MEDICAL PARKWAY PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 23300283 (“CONTRACT”) FOR THE PROJECT TO ISS FOR A TOTAL NOT TO EXCEED AMOUNT OF \$484,954.98.

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(6:38:48) – Chairperson Bagwell introduced the item and entertained Commission and/or public comments. When none were forthcoming, she entertained a motion.

(6:39:31) – Vice Chair Schuette moved to award the contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency, if necessary. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC. (“SNC”), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338, FOR THE DISTRICT 5 MOUNTAIN STREET PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 23300284 (“CONTRACT”) FOR THE PROJECT TO SNC FOR A TOTAL NOT TO EXCEED AMOUNT OF \$426,807.70.

(6:39:58) – Chairperson Bagwell introduced the item and entertained Comments by the Commissioners and members of the public. Deni French commented that the ADA ramps do not work especially during cold weather. He believed ramps “need to be redesigned or set to go with drainage so that they don’t become small lakes and river crossings.” Mr. Byrne noted that there hadn’t been any significant changes to the federal ADA requirements. Chairperson Bagwell entertained a motion.

(6:43:43) – Commissioner Dodson moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency, if necessary. The motion was seconded by Commissioner Novak and carried 5-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

(6:44:17) – Mr. Martinovich announced being awarded the NV Energy Transit Electrification Study for \$225,000 with no match requirement.

6-B STREET OPERATIONS REPORT

(6:45:41) – Mr. Martinovich referenced the January and February 2023 Bi-Monthly Capital Project Status Reports, incorporated into the record, and highlighted the increased pothole repair numbers in February. He also pointed out the major increases in Snow and Ice Control, Sand/Salt mixture application, and Brine mixture application. Chair Bagwell praised the efforts of the Street Maintenance staff and noted she had received a positive public comment regarding a specific pothole repair. Vice Chair Schuette provided additional “kudos” she had received from citizens regarding Carson Connect. Discussion ensued regarding the overtime costs with the increased maintenance needs. Mr. Stucky called it “a rough year all around.” Commissioner Dodson noted that he had served as a planning

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committee member of the Nevada Transportation Conference for several years and noted that Mr. Martinovich's presentation last year was "very well received."

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

- **FUTURE AGENDA ITEMS**

(6:44:48) – Mr. Martinovich stated that the District 1 Preservation Projects, an update to the City's pavement management plan, the Edmonds Path construction contract with a Local Public Agency Amendment, and District 3, Fifth Street Project-related items would be agendized for the May meeting.

- **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

(6:50:10) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:50:25) – Chairperson Bagwell adjourned the meeting at 6:50 p.m.

The Minutes of the April 12, 2023 Carson City Regional Transportation Commission meeting are so approved on this 10th day of May, 2023.

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STAFF REPORT

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

Meeting Date: May 10, 2023

Staff Contact: Bryan Byrne, Transportation / Traffic Engineer

Agenda Title: For Possible Action - Discussion and possible action regarding a proposed Pavement Management Plan (“Plan”) for Fiscal Years (“FY”) 2024 through 2028.

Staff Summary: The Plan formalizes and establishes an efficient and effective strategy for pavement condition management of Carson City’s 285 centerline miles of paved roadway. The Plan uses a five-year rotating cycle for the maintenance of the five pavement performance districts and is designed to provide a predictable guide for roadway funding that still maintains flexibility to fund unplanned City projects and local match for federal grant opportunities. Staff has updated the Plan for the next five-year cycle.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the Pavement Management Plan, as presented.

Previous Action

April 11, 2018 (Item 6-C) – The Carson City Regional Transportation Commission approved the Plan for FY 2019 through 2023.

Background/Issues & Analysis

To maintain the City's infrastructure investment despite limited resources for maintaining its 285 centerline miles of paved roadway, a clear and transparent plan is necessary. Therefore, staff has developed this Plan for the FY 2024-2028 five-year cycle to manage the City's roadways.

The items below outline the modifications made from the previously approved Plan.

- **Project Prioritization Process:** The project prioritization process outlined in the Plan involves data collection, pre-screening, and analysis of a range of factors, including roadway functional classification, traffic volume, safety needs, and multimodal opportunities, to determine the most effective approach for each road segment. The process aligns with the goals and criteria expressed in the Regional Transportation Plan and the Nevada Department of Transportation’s One Nevada Transportation Process.
- **Scheduling of Process and Implementation:** The revised schedule provides transparency by categorizing road projects based on their type, ranging from preservation to reconstruction, and illustrating how each milestone has varying time frames for completion.

- Pavement Condition Index (“PCI”) Data: This Plan reflects the latest information on the City’s pavement condition for each district and the City average. This data is organized and processed through our pavement software, PAVER.

Furthermore, the Plan continues to create a transparent process to share and track the City's pavement conditions. A PCI rating will be used to establish targets for pavement condition, which will help staff and decision-makers annually evaluate the allocation of resources for the City's pavement infrastructure.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.210

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number: N/A

Is it currently budgeted? ☐ Yes ☐ No

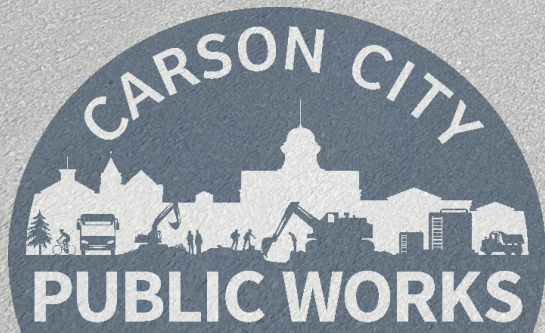
Alternatives

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

Supporting Material

-Exhibit 1-Pavement Management Plan for Fiscal Year 2024-2028

CARSON CITY PAVEMENT MANAGEMENT PLAN



**Fiscal Year 2024-2028
Draft for Approval**

Executive Summary

Staff has developed this Pavement Management Plan (Plan) for Fiscal Year 2024-2028, which formalizes and establishes an efficient and effective strategy for preserving and maintaining the City's 285 centerline miles of paved roadway. The Plan establishes five performance districts within the City and a five-year rotating schedule to streamline work efforts. The Plan provides a predictable use of roadway funding while maintaining flexibility for unplanned City projects and "match" for grant funding opportunities, as needed.

The five Performance Districts ensure transparency, ensure an equitable distribution of funding, and target cost-saving strategies. The Plan identifies current conditions and establishes performance measures to monitor pavement conditions over time. The 2022 overall pavement condition within Carson City is rated Fair, with a pavement condition index (PCI) rating of 62 out of a 100-point scale.

This Plan establishes a process to share and track the City's pavement conditions. Using the Pavement Condition Index (PCI) rating, the City will be able to set targets for improving pavement conditions at a city-wide level and for different transportation facilities, including regional and local roadways. Target setting will help staff and decision makers annually evaluate the allocation of resources for maintaining pavement infrastructure. Pavement Condition Index (PCI) is the most commonly used metric nationwide for assessing pavement conditions. PCI documents the type, severity, and extent of pavement distress and ranks conditions on a scale from 0-100, 0 being the worst pavement condition and 100 being the best pavement condition.

The table below identifies the five performance districts and their 2022 pavement condition.

Pavement Condition Index (PCI) Rating by Performance Districts						
Performance Districts	District 1 (Red)	District 2 (Purple)	District 3 (Light Green)	District 4 (Orange)	District 5 (Blue)	City-wide Average
Pavement Condition	Fair (PCI 61)	Fair (PCI 63)	Fair (PCI 64)	Fair (PCI 61)	Fair (PCI 62)	Fair (PCI 62)

The Plan establishes a five-year Capital Improvement Cycle within an annual budget and project selection process to select, design, and construct pavement projects, for one district per year on a City-wide, rotating five-year cycle. The Plan identifies project evaluation criteria to prioritize projects consistently and transparently. Each district is illustrated with maps in Appendix C.

A large percentage of the Carson City Regional Transportation Commission (RTC) funding will be programmed to implement the Pavement Management Plan, and a small percentage will remain unencumbered to maintain a level of responsiveness for unforeseen needs and to capitalize on funding opportunities as they become available.



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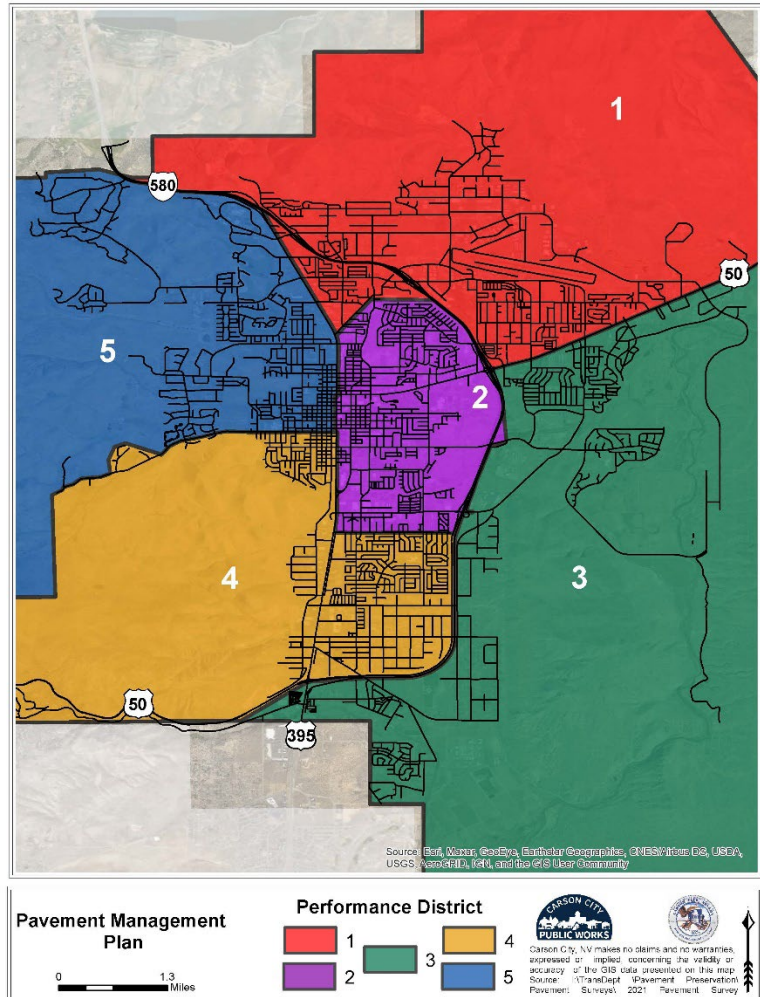


Introduction

This Pavement Management Plan sets out a defined strategy and process for Carson City Public Works. The Plan is a living document to be followed and updated by an interdisciplinary team, comprised of a construction inspector, engineer, and planner. The purpose of this Plan is to consistently and efficiently evaluate, select, design, and implement pavement projects annually.

This Plan designates five Performance Districts. The performance districts and annual schedule were developed to streamline delivery of pavement projects. Use of performance districts facilitates more efficient and effective pavement condition monitoring over time and prompt identification of immediate maintenance and rehabilitation needs. Centerline miles and pavement conditions by facility type, such as regional and local roadways, were considered to create districts with balanced needs. Political boundaries were reviewed to ensure that a performance district was not contained within a single political boundary. Project limits may extend across performance district boundaries if determined by engineering judgment.

District specific maps with more detail are illustrated in Appendix C.



Roadway Functional Classification Explained

The functional classification of roadways defines the role of each individual facility within the larger City-wide roadway network. Functional classification carries with it requirements and expectations for roadway design, including: speed, capacity, structural section, width, multi-modal accessibility, and relationship to existing and future land use development. Federal legislation continues to use functional classification in determining eligibility for funding under the Federal-aid program. There are three official roadway functional classifications:

- **Arterial Roadways** - provide service for trips of moderate length, serve geographic areas that are smaller than their higher classified roadways (Freeways, Interstates) and offer connectivity to the large, regional roadway network. In an urban context, arterials provide inter- and intra-community continuity. These roads are eligible to receive federal funding.



- Collector Roadways - serve a critical role in the roadway network by gathering traffic from local roads and funneling them to the arterial network. These roads are eligible to receive federal funding.
- Local Roadways - account for the largest percentage of roadway in terms of mileage. These neighborhood streets are not intended for use in long-distance travel, except at the origin or destination end of the trip. These roads are not eligible to receive federal funding.

A current Functional Classification Map is available on the Nevada Department of Transportation website at:

<https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/planning/roadway-systems/functional-classification-maps/carson-city>

[click on map](#)

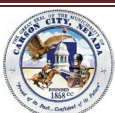


This Plan establishes a process to share and track the City's pavement conditions. This aligns with the City's asset management initiative of the Carson City FY 2022-2026 Strategic Plan and the goals listed in the 2050 Regional Transportation Plan. Annual reporting will assist decision makers in priority based budgeting. Using the PCI rating, the City will be able to set targets for improving pavement conditions. Target setting will help staff and decision makers evaluate the allocation of resources for maintaining pavement infrastructure.

2022 Performance Districts Characteristics						
Characteristics	District 1 (Red)	District 2 (Purple)	District 3 (Light Green)	District 4 (Orange)	District 5 (Blue)	City-wide
Weighted PCI Average	Fair (PCI 61)	Fair (PCI 63)	Fair (PCI 64)	Fair (PCI 61)	Fair (PCI 62)	Fair (PCI 62)
Total Centerline Miles	57	51	63	57	57	285
Regional Road Centerline Miles	16	14	18	16	16	80
Local Road Centerline Miles	41	37	45	41	41	205

By focusing on pavement condition, the PCI rating allows staff to target the most effective time to perform pavement preservation treatments. Pavement preservation treatments are the most efficient use of the City's limited resources because the treatments are typically low cost and preserve past investment in infrastructure. As a result, this Plan proposes pavement condition targets that align with the most effective time to perform preservation treatments.

- PCI Rating Target for Regional Roads – 75 and above
- PCI Rating Target for Local Roads – 70 and above



Pavement Condition Index (PCI)									
Facility Type		Average Estimated PCI							
		2015	2016	2017*	2018	2019	2020	2021	2022*
Performance District 1 Red	Regional Roads	68	67	67	66	66	62	56	69
	Local Roads	63	63	62	60	56	52	48	57
	All Roads	65	65	64	62	59	55	51	61
Performance District 2 Purple	Regional Roads	69	60	69	72	70	71	68	80
	Local Roads	66	69	62	60	58	54	49	53
	All Roads	67	64	65	65	62	60	56	63
Performance District 3 Light Green	Regional Roads	71	51	78	74	74	71	68	77
	Local Roads	64	60	63	57	57	54	51	58
	All Roads	63	55	70	62	62	59	56	64
Performance District 4 Orange	Regional Roads	75	73	68	64	62	75	69	79
	Local Roads	67	64	58	56	52	49	45	51
	All Roads	71	69	63	59	56	58	53	61
Performance District 5 Blue	Regional Roads	67	67	65	63	62	58	53	65
	Local Roads	68	69	65	64	61	57	52	60
	All Roads	68	68	65	64	61	57	52	62
City-wide	Regional Roads	69	68	68	68	67	67	63	74
	Local Roads	64	63	62	59	57	53	49	56
	All Roads	66	65	65	62	60	58	54	62

*Completed Pavement Survey

Approach to Funding

The Plan's approach to funding provides a predictable use of roadway funding while maintaining flexibility for unplanned City projects and "match" for grant funding opportunities, as needed. Currently, two City budgets fund the maintenance and capital improvements for the City's transportation network. The two budgets are the Street Maintenance fund and the Regional Transportation Commission (RTC) fund. These budgets are primarily funded by the Carson City share of federal, state, and local fuel taxes, a portion of the City's sales tax, and from grant awards.

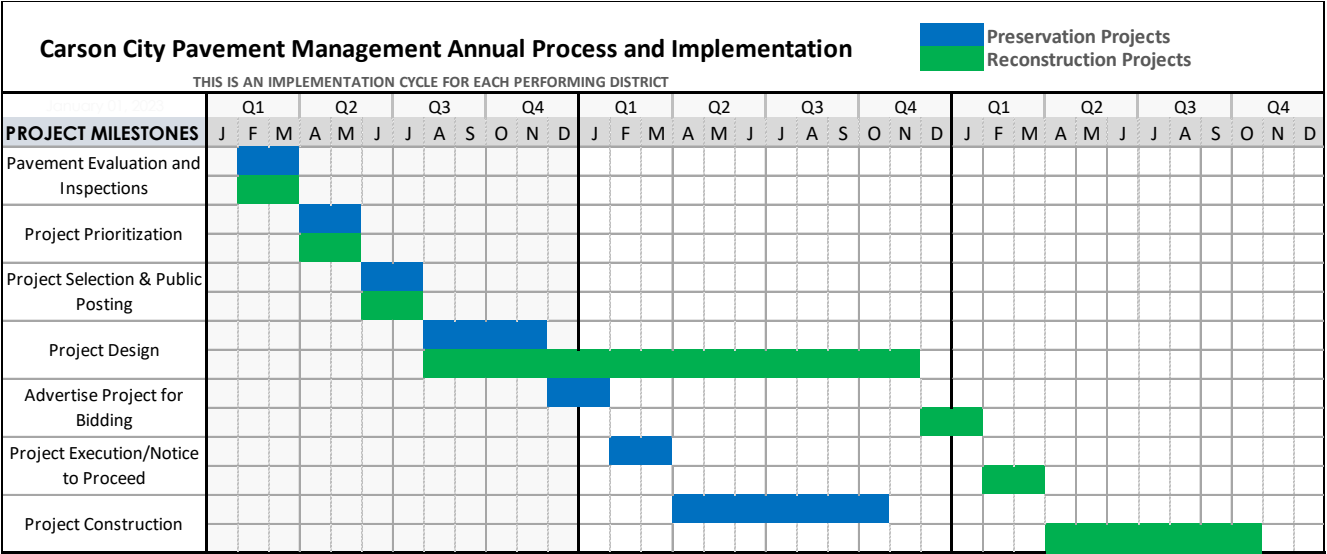
The Pavement Management Plan establishes a Five-Year Capital Improvement Cycle, funded through the Transportation Infrastructure account in the RTC budget. At least eighty percent (80%) of the funding will be used to implement the strategies outlined in this Pavement Management Plan and will follow the annual performance district cycle. The remaining funds in this account will be used for unplanned City-wide improvements and match for grant opportunities. At this time, funding from the RTC budget is directed toward City owned arterial and collector roadways as these roads carry the majority of the traffic volume in Carson City. Street Maintenance funding will continue to be used for maintenance activities, such as crack filling, street repair, street sweeping, snow plowing, and the maintenance of signs, signals, sidewalks, shoulders and striping City-wide on all roadway classifications. Where possible, funding may be pooled for efficiency of design and construction resources and to prevent duplicative work in the same general area.

If supplemental funds are allocated within the five-year cycle, either as a one-time allocation or as an increase to the overall budgeted Transportation Infrastructure fund, efforts will be made to distribute funding across each performance district in accordance with the project prioritization and cost saving strategies outlined in this plan. Any additional funding will be used in the allocated fiscal year and staff



will document how and where funding is used. This allows for and encourages future funding opportunities into this five-year Plan.

Process and Implementation Schedule (1 District/Year)



The performance districts and annual schedules were developed to streamline the delivery of pavement projects. Below are the anticipated benefits from the implementation of the Pavement Management Plan.

Pavement Evaluation and Inspection

Pavement evaluations and inspections will be conducted annually on a performance district prior to the evaluation and selection of projects to gather an accurate assessment of the current condition of all roads within a performance district. Staff can use this evaluation to determine which roadways are eligible for different types of maintenance or rehabilitation treatments. City staff conduct on-site visits to determine the types of treatment required, which are then matched with the PCI ratings in the City's pavement asset management software, PAVER. This software was developed by the U.S. Army Corps of Engineers; in which, uses a PCI scale to assess the current and anticipated deterioration rates of the asphalt pavement. The PCI is calculated using established standards and methodologies by measuring the type, extent, and severity of pavement surface distresses and the smoothness of the road. Measuring and tracking the PCI helps to evaluate the rate of pavement deterioration and allows staff to develop an appropriate preventive maintenance strategy for the roadway. Additional and more detailed inspections or surveys may need to be completed periodically with consultant support to maintain an accurate city-wide PCI rating.

Depending on the available funding, staff may use sub-sets of the performance districts to further narrow groups of roadways considering factors such as work history, sustainability of ‘at-risk’ infrastructure, alignment with other regional plans, travel demands and regional significance, and efficiency of transportation funding resources.

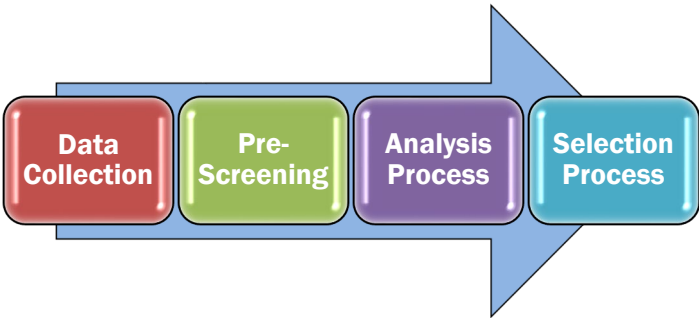


Reliance on these evaluation factors and PCI inspections plays a critical role in performance-based asset management and facilitates a feasible approach for continuous maintenance of the City’s transportation infrastructure condition database.

Project Prioritization

Data Collection

Staff work to collect city-wide pavement condition data that is then used in the pavement analysis software, PAVER. This data is collected through a variety of means, including field inspections and surveys, which provide information on the type, extent, and severity of pavement surface distresses. The data is then entered into the GIS system, which allows for the analysis and mapping of pavement conditions throughout the city.



Pre-Screening

Pre-screening analyzes pavement condition, work history, and treatment type to identify the best candidates for further evaluation. During pre-screening, pavement condition is evaluated based on the PCI rating, which indicates the relative condition of the roadway. The City uses the following PCI ranges to categorize the relative condition of a roadway: 86 to 100 is Good; 71 to 85 is Satisfactory; 56 to 70 is Fair; 41 to 55 is Poor; 26 to 40 is Very Poor; 11 to 25 is Serious; and less than 11 is Failed. Work history is also considered, including any previous maintenance or repairs that have been done on the roadway. Treatment type is another important factor, as certain treatments may be more effective than others depending on the condition of the roadway.

Analysis Process

Once road segments have been identified through the pre-screening process, a detailed analysis process begins. This analysis involves evaluation of each road segment, taking into account a range of factors, including:

- Roadway Functional Classification
- Preventive and Corrective Maintenance Schedule (per industry standards)
- Safety Needs/Targets
- ADA Accessibility
- Multimodal Opportunities
- Traffic Volume
- Constructability and Construction Efficiencies– Dig once approach
- Utility Improvement Coordination
- Funding Eligibility and Availability of Federal Competitive/Discretionary Grant Funding

During the analysis process, staff use data and modeling tools to evaluate different parameters and determine the most effective approach for each road segment. This may involve considering factors such as the cost-effectiveness of different treatments, the expected lifespan of each treatment, constructability in terms of size and scale, and the potential impact on traffic flow, pedestrian access, and safety.

Standard PCI Rating Table

100	Good
85	Satisfactory
70	Fair
55	Poor
40	Very Poor
25	Serious
10	Failed
0	



The following PCI ranges are used to help determine the appropriate pavement treatment:

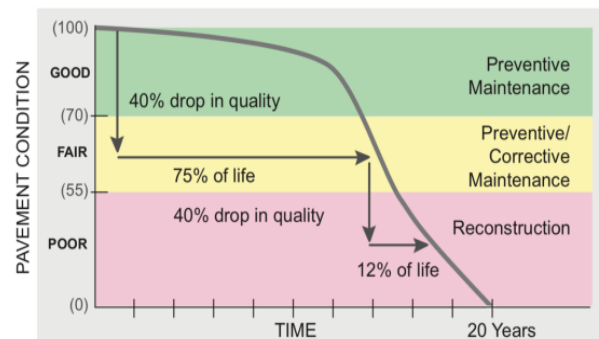
- Preventative Maintenance – Eligible for all road conditions
 - Filling potholes, crack sealing, and pavement patching.
- Surface Preservation – Eligible at PCI of 65 or greater
 - Surface treatments methods such as slurry and micro surfacing, chip sealing and crack treatment meant to seal and preserve the street.
- Surface Rehabilitation – Eligible at PCI between 41 and 65
 - Cold mill and overlay to prolong the life of fair condition roads with adequate structural base and subgrade and complete reconstruction implementing repairs to slow further street decay and make incremental improvements for ADA compliance.
- Reconstruction – Eligible at PCI less than 40
 - Complete roadway reconstruction to replace failed roads with full depth structural section and associated ADA updates.

Preventative maintenance and surface preservation projects are a high priority of this Plan. When streets begin to fail, they fail quickly and the costs to repair them increase dramatically. Focusing on maintaining streets in good condition provides the most efficient use of the City's limited resources.

To capitalize on opportunities for construction cost savings, large projects with a particular type of pavement treatment within a consolidated geographic area (sub-district) are likely to be recommended over smaller dispersed projects in which the City would have multiple contractors. This approach reduces mobilization costs and capitalizes on economies of scale.

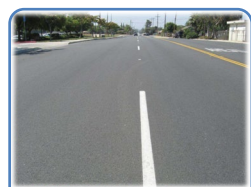
Proper Maintenance Saves You Money!

Pavements deteriorate with time if not maintained.

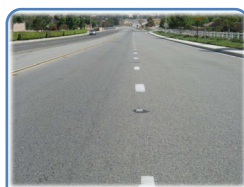


Pavement not treated at the right time, costs 4-5 times as much to fix later!

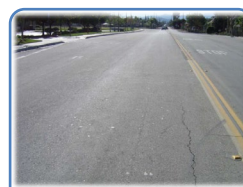
Visualizing Pavement Condition Index Rating



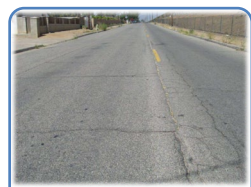
PCI = 98
(Good)



PCI = 84
(Satisfactory)



PCI = 78
(Satisfactory)



PCI = 56
(Fair)



PCI = 30
(Very Poor)



PCI < 10
(Failed)



Project Selection & Public Posting

In June or July of each year, projects will be presented to the Carson City Regional Transportation Commission (RTC) for approval. Selected projects will be based on the project evaluation factors discussed in the previous section alongside consideration of available funding. A dedicated webpage will provide information on the annual process.

Project Design

Project design begins after the Carson City RTC selects and approves the annual pavement projects. The length of time required to design is very dependent on the type of project. Preventative maintenance projects typically have a shorter design phase compared to a reconstruction project, however, even maintenance projects can necessitate a comprehensive design because each project requires staff evaluation of potential opportunities to upgrade outdated utilities or make other facility improvements to address issues such as ADA accessibility, Complete Streets, poor street design, or failing storm drainage infrastructure. To ensure that projects are completed within a reasonable time frame, consultants may be utilized to provide additional support to staff in the completion of various project components, such as design. This additional assistance can help ensure that the project is executed efficiently and effectively while adhering to all relevant standards and regulations.

Advertise Project(s) for Bidding

Once the design phase is complete, construction projects will be advertised for private construction firms to submit proposals consistent with Carson City purchasing and contract policies. Cost proposals fluctuate with market conditions. If cost proposals are above estimates, projects may need to be scaled down or the number of projects reduced.

Project Execution/Notice to Proceed

Once cost proposals are accepted, City staff will procure for the construction services through a contract, in accordance with the City's Purchasing and Contracts Policies and Procedures. After contract execution, staff will update the webpage with a final list of projects.

Project Construction

Once a contract is executed, construction can begin. The actual start date will depend on a variety of factors, but mainly contractor availability and weather. Residences and businesses abutting the construction area will be notified prior to construction activity.

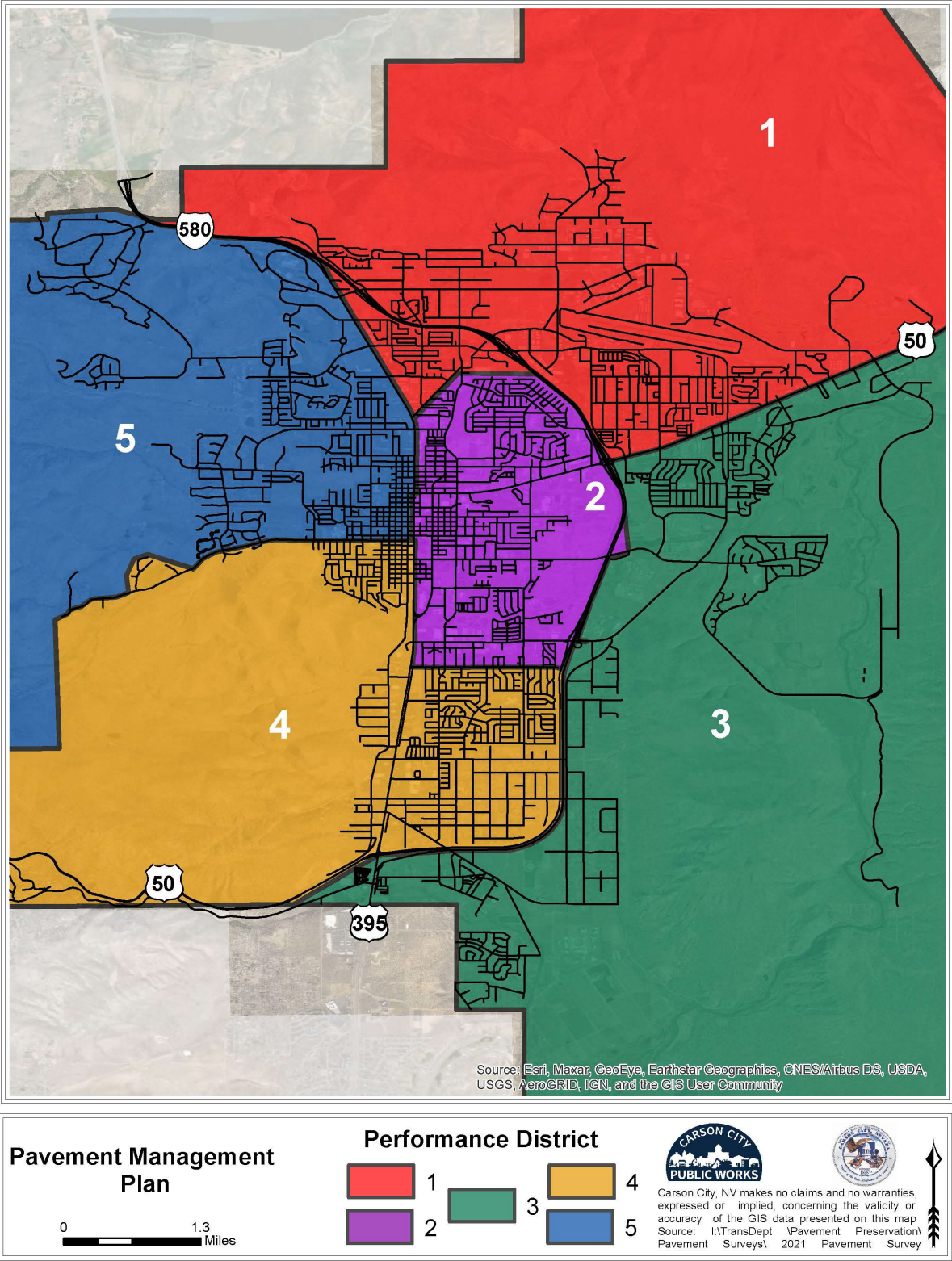


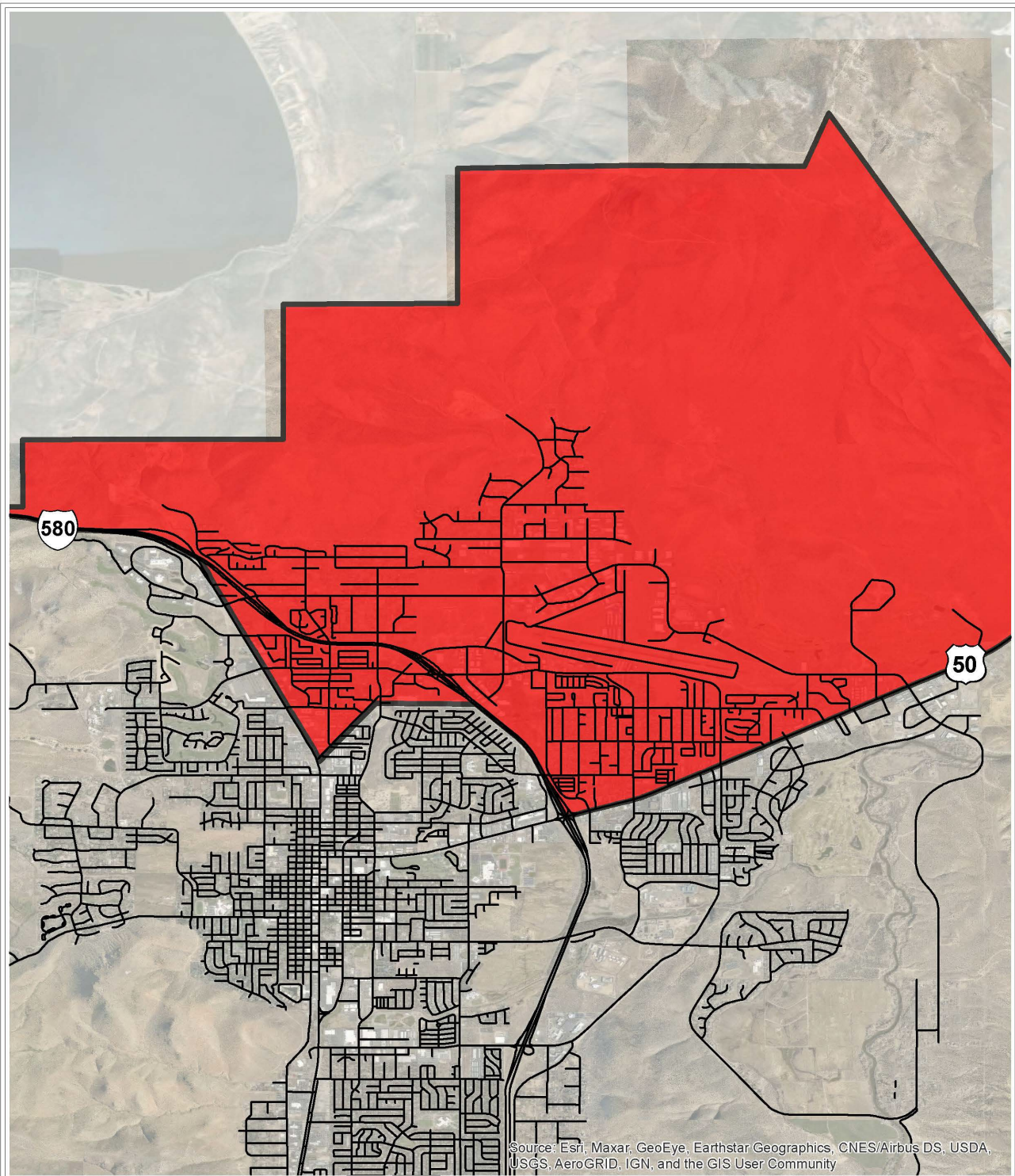
Appendix B – Annual Performance Report Card

Annual Performance Report Card 2022				
District 1	Road Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	16	69	3%	75
Local Roads	41	57	-7%	70
All Roads	57	61	-4%	n/a
District 2	Road Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	14	80	9%	75
Local Roads	37	53	-18%	70
All Roads	51	63	-7%	n/a
District 3	Road Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	18	77	6%	75
Local Roads	45	58	1%	70
All Roads	63	64	3%	n/a
District 4	Road Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	16	79	28%	75
Local Roads	41	51	-13%	70
All Roads	57	61	2%	n/a
District 5	Road Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	16	65	2%	75
Local Roads	41	60	-10%	70
All Roads	57	62	-6%	n/a
City-wide	Paved Centerline Miles	Current PCI	% Change From Previous	Target PCI Range
Regional Roads	80	74	10%	75
Local Roads	205	56	-9%	70
All Roads	285	62	-2%	n/a



Appendix C – Performance District Maps





Pavement Management Plan

0 1.1 Miles

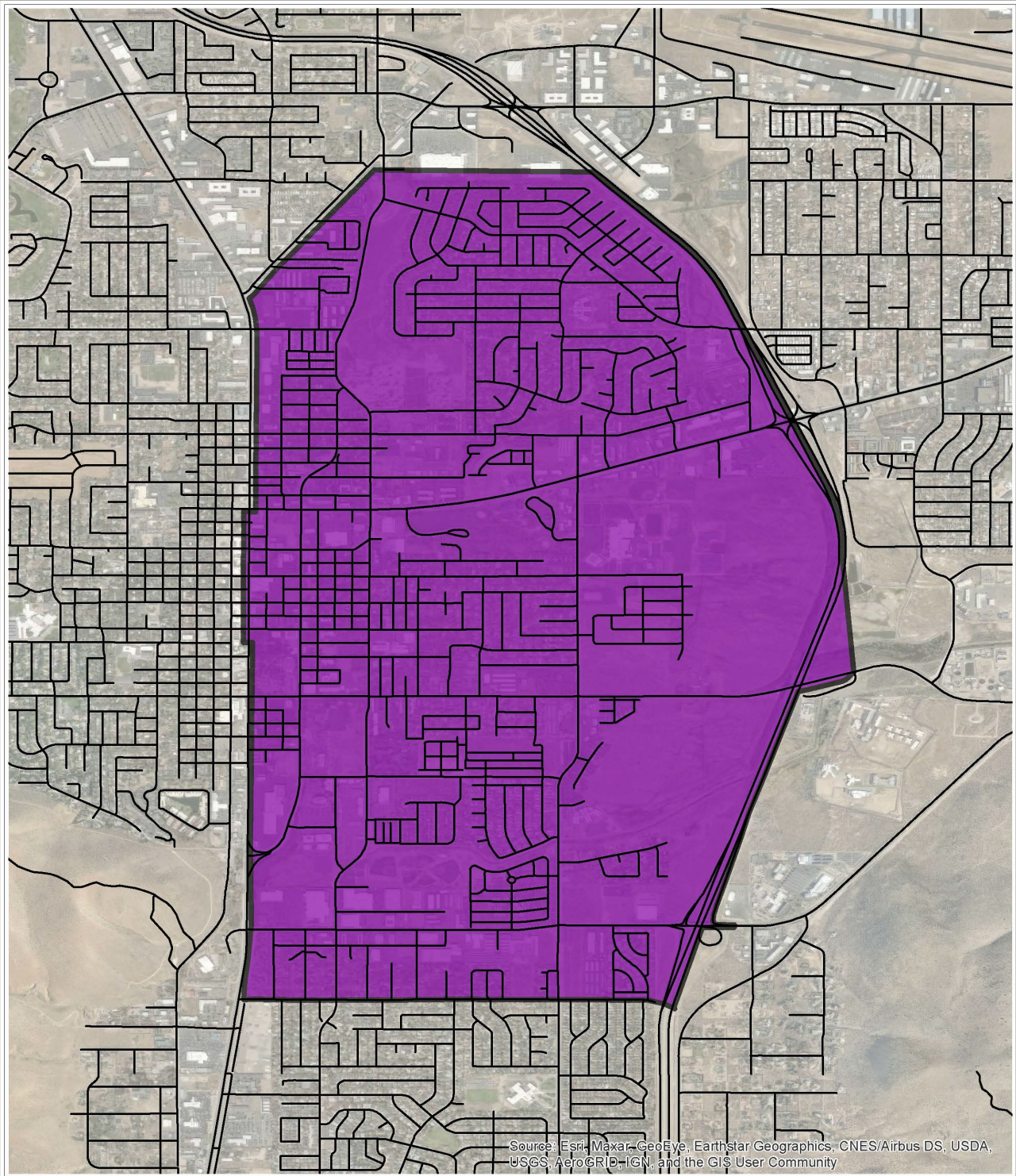
Performance District

1



Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.
 Source: I:\TransDept \Pavement Preservation\ Pavement Surveys\ 2021 Pavement Survey





Pavement Management Plan

0 0.5 Miles

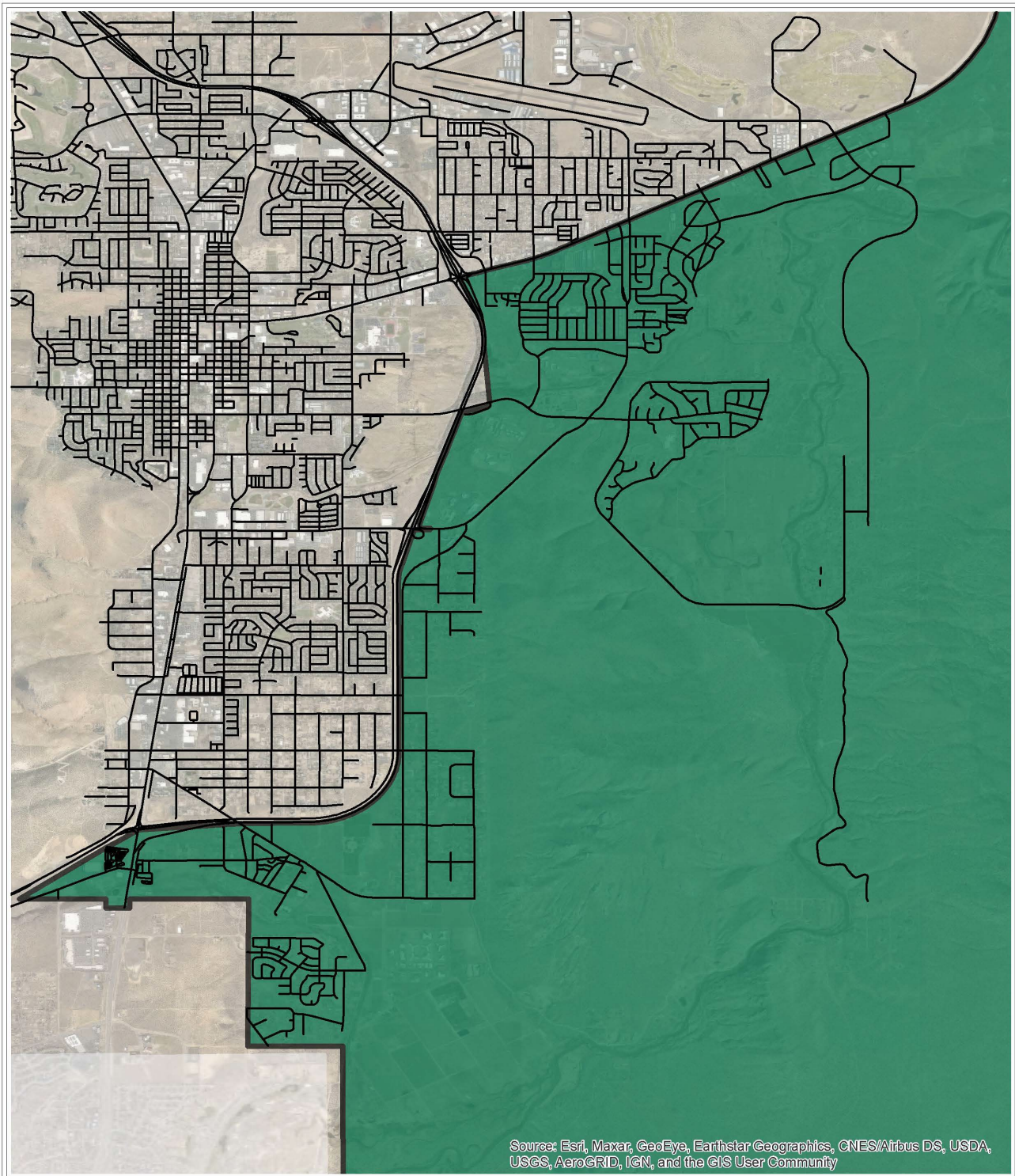
Performance District

2



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Source: I:\TransDept \Pavement Preservation\ Pavement Surveys\ 2021 Pavement Survey







Pavement Management Plan

0 1 Miles

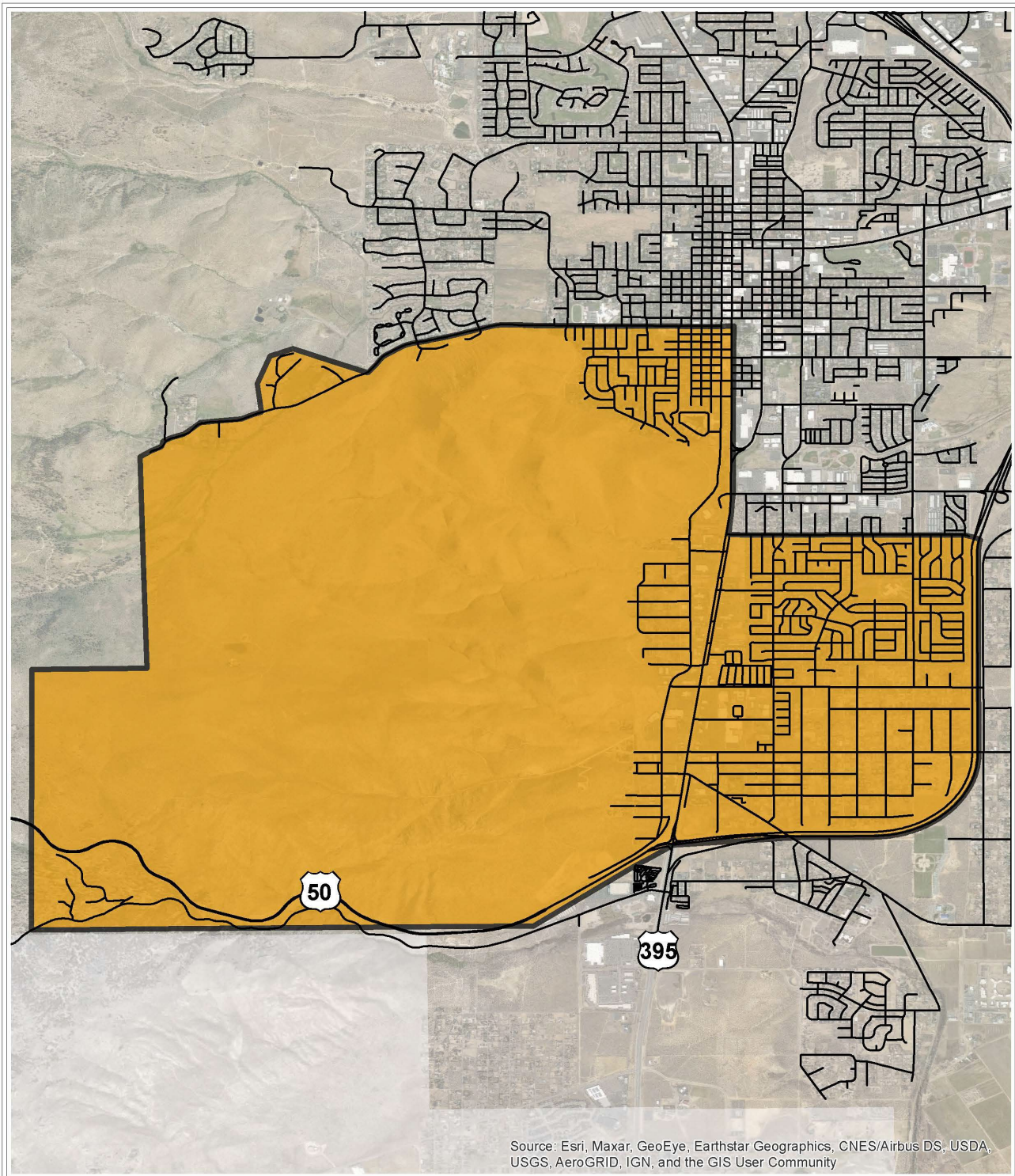
Performance District

3

Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.
 Source: I:\TransDept \Pavement Preservation\ Pavement Surveys\ 2021 Pavement Survey

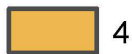




Pavement Management Plan

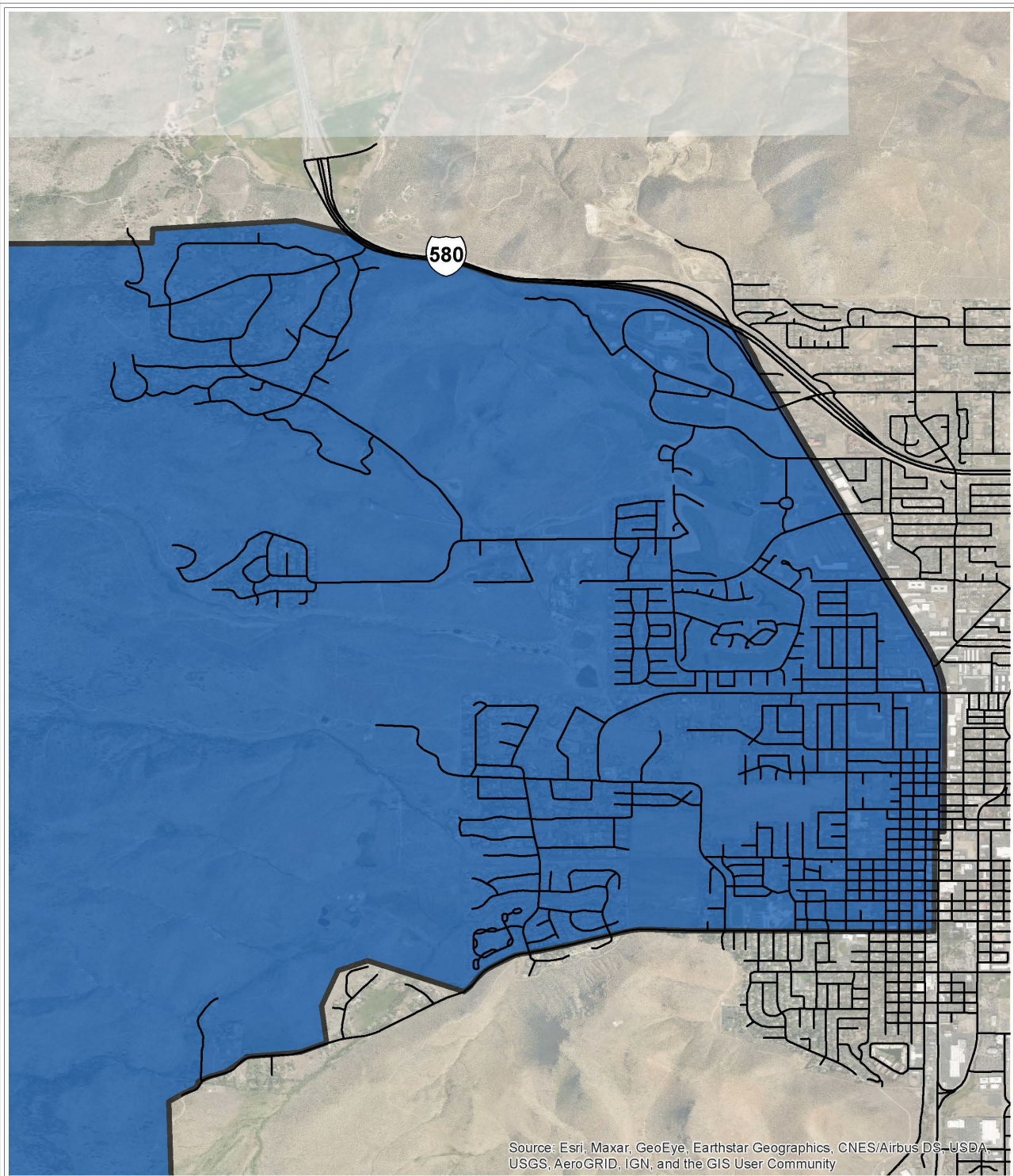
0 0.9 Miles

Performance District



Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.
 Source: I:\TransDept \Pavement Preservation\ Pavement Surveys\ 2021 Pavement Survey





Pavement Management Plan

0 0.7 Miles

Performance District

5



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Source: I:\TransDept \Pavement Preservation\ Pavement Surveys\ 2021 Pavement Survey



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STAFF REPORT

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

Meeting Date: May 10, 2023

Staff Contact: Bryan Byrne, Transportation / Traffic Engineer

Agenda Title: For Possible Action - Discussion and possible action regarding the 60% design plans and updated cost estimates for the East 5th Street Reconstruction Project (“Project”) and different options for Project funding and implementation.

Staff Summary: This Project is located between Fairview Drive and Marsh Road and includes (1) the expansion of the existing roundabout located at the intersection of East 5th Street and Fairview Drive and (2) pavement preservation, waterline replacement, and Americans with Disabilities Act (“ADA”) upgrades along East 5th Street between Fairview Drive and Marsh Road. Staff will present a status update on the Project, including a review of the 60% design plans, roundabout expansion, and preliminary cost estimate. Staff will also present options for Project funding and implementation. The Project was approved as part of Performance District 3.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

Depends on discussion.

Previous Action

March 9, 2022 (Item 5-D) – Staff presented design alternatives for the Project to the Carson City Regional Transportation Commission (“RTC”), and the RTC selected design alternative 1 for the Project, which included two lanes for the north and southbound direction with right turn lanes in east and westbound direction.

Background/Issues & Analysis

The Project includes a combination of pavement rehabilitation and pavement replacement on East 5th Street between Fairview Drive and Marsh Road, the expansion of the roundabout at the intersection East 5th Street and Fairview Drive, pathway and ADA upgrades at intersections, and waterline replacement. The Project is located in Performance District 3, as described in the Pavement Management Plan. The construction of the right-turn lane at Carson River Road was a preliminary component of the Project, and that was completed in the summer of 2022.

Staff analyzed the existing traffic conditions and Level of Service (“LOS”) for the existing 5th Street roundabout. Based on these values, the existing roundabout performs at a LOS “F” in the morning peak hour, meaning it is failing under 2021 traffic conditions. The intersection operates at LOS “C” or better all other hours of the day and on non-school days. Carson City Municipal Code, Title 18 Appendix, Section 12.13.3.3 outlines that an overall LOS of “D” or better is typically required for all intersections. Other key factors analyzed as part of the Project’s design alternatives review include design constraints, safety of traffic movements in a single or multi-lane configuration, pedestrian and bicycle access and safety, crash data,

configuration based on entering and exiting movements, future growth and capacity, funding availability, and the overall impact to surrounding areas.

The Project's 60% design plans are now complete and a noise study and a drainage study remain pending to meet environmental clearance regulations. Staff has updated the cost estimate for the Project based on the 60% design and accounting for recent construction bid-item costs, required utility relocations, and anticipated constructability constraints. Costs for the Project are estimated to be \$5,969,000. The available funding for the Project is \$3,053,244.

To address the difference in the estimated cost and the available funding, staff has developed two options for the Project's design and construction. Option 1 endorses the current design, as previously approved by the RTC, but necessitates \$2,915,756 in additional funding. Option 2 suggests reducing the scope of the roundabout improvements to only adding a westbound right turn lane along East 5th Street at the roundabout with the remainder of the Project, to Marsh Road, unchanged. Option 2 will slightly improve LOS and reduce queuing lengths during morning peak hours; however, it does not result in an overall LOS "D" or better at the roundabout.

Staff is seeking a recommendation on which option to proceed with for the Project.

Applicable Statute, Code, Policy, Rule or Regulation

N/A.

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Project # P303521008, Regional Transportation Capital Improvements / 2503035-507010; V&T Infrastructure Fund, Construction Account / 2535005-507010; Water Fund, Capital Improvements account / 5203505-507010.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: Project # P303521008 has an original budget of \$3,495,200. The current available balance is \$ 3,053,244 which consists of federal funding and local funding from various City Capital Improvement Accounts. The future fiscal impact depends on the discussion.

- If Option 1 is selected and the project proceeds: staff will reallocate a total \$2,915,756 from various sources as described in the Exhibit 1 presentation including from available Surface Transportation Block Grant ("STBG") federal funding and funding from the Regional Transportation Fund and V&T Infrastructure Fund for Performance District 1 in fiscal year 2024.
- If Option 2 is selected: staff will redistribute the estimated extra \$477,344 in STBG federal funding to the Colorado Street Pavement Preservation Project.

Alternatives

- I move to approve Option 1 as presented.
- I move to approve Option 2 as presented.
- Decline to approve either option for the East 5th Street Reconstruction Project and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Presentation E. 5th Street Reconstruction Project

District 3 - E. 5th Street Reconstruction Project

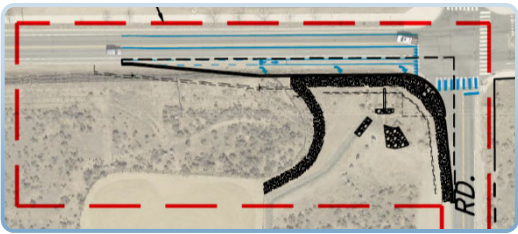
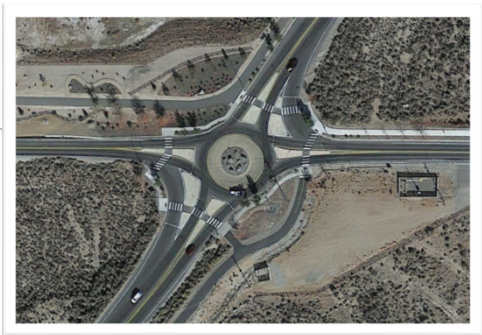
PRESENTED BY: BRYAN BYRNE, TRANSPORTATION ENGINEER

1

Project Overview

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

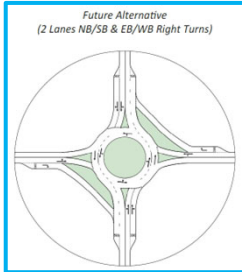
- Constructed Right Turn Lane - Carson River Road
- Completed 60% Design



2

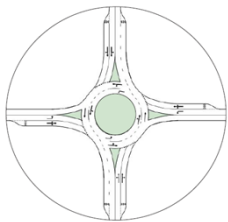
Previously Discussed

Alternative 1



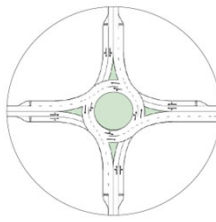
Alternative 2

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



Alternative 3

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



3 DESIGN ALTERNATIVE

- ❖ ALTERNATIVE 1
 - 2 LANES NB/SB & EB/WB RIGHT TURNS
- ❖ ALTERNATIVE 2
 - 2 ENTRY/EXIT LANES, 1 EB/WB EXIT LANE
- ❖ ALTERNATIVE 3
 - 2 CIRCULATING LANE WITH 2 ENTRY/EXIT LANES – ALL APPROACHES

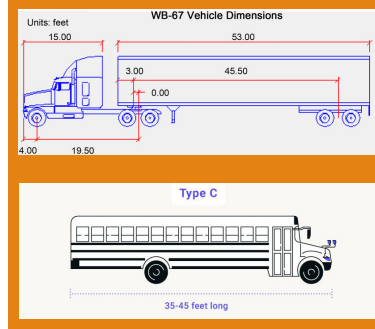
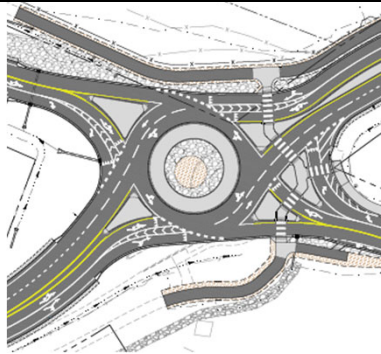
Approach	Existing Condition						Scenario	Alternative 1					
	AM*			Afternoon				AM*			Afternoon		
	Delay	LOS	v/c ³	Delay	LOS	v/c ³		Delay	LOS	v/c ³	Delay	LOS	v/c ³
Overall	122.1	F	-	22.7	C	-	2 Land NB and SB w/ Rt Turn Lanes	26.5	D	-	12	B	-
Northbound Approach	28.2	D	0.8	26.7	D	0.8		13	B	0.44	10.6	B	0.4
Southbound Approach	265	F	1.53	20.6	C	0.74		27.2	D	0.77	9.4	A	0.37
Eastbound Approach	27.2	D	0.75	18	C	0.62		24.4	C	0.72	12.7	B	0.52
Westbound Approach	61.3	F	1.02	24.2	C	0.75		35.7	E	0.92	16.1	C	0.64

* LOS is reflective of less than 1 hour on school days only

3

60% Design Features

- ❖ 2 LANES NB/SB
- ❖ RIGHT TURN LANES EB/WB
- ❖ SIMPLIFIED PEDESTRIAN/BIKE CROSSINGS
- ❖ WB-67 DESIGN VEHICLE & SCHOOL BUS
- ❖ 160' INSCRIBED CIRCLE (MINIMUM FOR 2 LANE)
- ❖ 9 INTERSECTIONS WITH ADA IMPROVEMENTS ALONG 5TH STREET



4

Budget/Schedule

5th Street Reconstruction Project																							
START DATE																							
			FY23				FY24										FY25						
			FY23Q4		FY24Q1			FY24Q2		FY24Q3		FY24Q4		FY25Q1		FY25Q2							
PROJECT NAMES + TASK TITLES			04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24	05/24	06/24	07/24	08/24	09/24	10/24	11/24	12/24
District 3 E. 5th Street Reconstruction Project																							
Design																							
Notice To Proceed																							
Bid																							
Construction																							

60% Cost Estimate

- Project Total = \$5,969,000
- Remaining Budget = \$3,053,244

Budget Breakdown

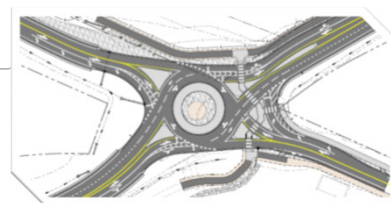
STBG	\$ 2,366,000.00
RT Fund	\$ 646,000.00
V&T	\$ 108,200.00
Water	\$ 375,000.00
Total	\$ 3,495,200.00

5

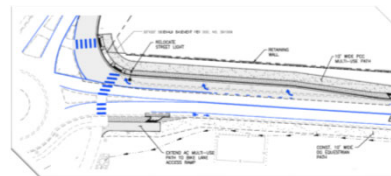
Evaluated Options

➤ OPTION 1 - FINALIZE ALTERNATIVE 1

- 2 LANES IN NORTH AND SOUTHBOUND DIRECTION
- RIGHT TURN LANES FOR EAST AND WESTBOUND DIRECTION



➤ OPTION 2 – REDUCE SCOPE - DESIGN WESTBOUND RIGHT LANE ONLY



➤ OPTION 3 – PHASE PROJECT

- DESIGN AND CONSTRUCT PORTIONS OF ROUNDABOUT OVER TIME



Not Feasible with Configuration

6

Option 1 – Construct Alternative 1

Option 1 - Alternative 1	
Construction Total	\$ 5,613,700.00
Labor/Testing	\$ 355,300.00
Subtotal	\$ 5,969,000.00
Budget Remaining	\$ 3,053,244.00
Additional Funds Needed	\$ (2,915,756.00)

Pros

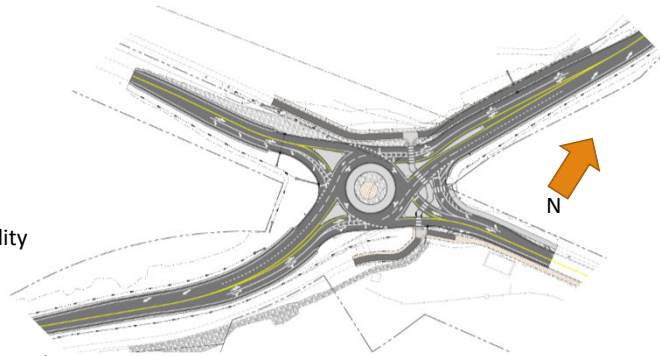
- Increases Overall Capacity
- Meets Design Standards – LOS D

Cons

- Cost
- Constructability

Potential Funding Sources

- FY23 CAMPO STBG - \$1.3 mil
- FY24 RT Fund from District 1 Projects- \$800k
- FY24 V&T Infrastructure Fund - \$816k



7

Option 2 – Design Westbound Right Turn Lane

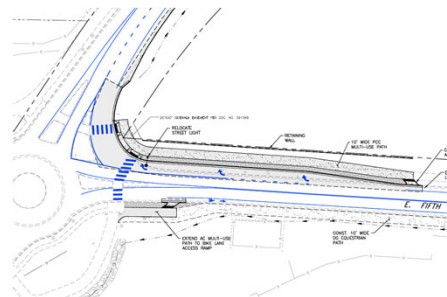
Option 2 - WB Right Turn Lane	
Construction Total	\$ 2,220,600.00
Labor/Testing	\$ 355,300.00
Subtotal	\$ 2,575,900.00
Budget Remaining	\$ 3,053,244.00
Reallocation Total	\$ 477,344.00

Pros

- Improves Queuing and Capacity for WB Traffic
- Constructability

Cons

- Overall LOS E During AM Peak



Estimated Reallocation of Funds

- STBG = \$477,344

Approach	Existing Condition						Scenario	Option 2					
	AM*			Afternoon				AM*			Afternoon		
	Delay	LOS	v/c ³	Delay	LOS	v/c ³		Delay	LOS	v/c ³	Delay	LOS	v/c ³
Overall	122.1	F		22.7	C		WB Right Turn Lane	111.8	F		19.7	C	
Northbound Approach	28.2	D	0.8	26.7	D	0.8		28	D	0.8	26.7	D	0.8
Southbound Approach	265	F	1.53	20.6	C	0.74		273	F	1.55	20.6	C	0.74
Eastbound Approach	27.2	D	0.75	18	C	0.62		27.2	D	0.75	18	C	0.62
Westbound Approach	61.3	F	1.02	24.2	C	0.75		17.1	C	0.74	12.2	B	0.52

* LOS is reflective of less than 1 hour on school days only

8



OPTION 1 – ALTERNATIVE 1

- ❖ STAFF WOULD FINALIZE THE DESIGN AND FOLLOW THE ORIGINAL SCHEDULE

OR

OPTION 2 – WB RIGHT TURN LANE

- ❖ STAFF WOULD REVISE AND FINALIZE THE DESIGN AND FOLLOW THE ORIGINAL SCHEDULE
- ❖ SEEK ADDITIONAL FUNDING TO COMPLETE ALTERNATIVE 1 DESIGN AND CONSTRUCTION

9



THANK YOU

10

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STAFF REPORT

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

Meeting Date: May 10, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Amendment 1 (“Amendment”) to Cooperative Agreement PR279-19-063 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) for the Edmonds Multi-Use Path Project (“Project”) by increasing the total Agreement amount from \$1,618,000 to \$2,153,256, resulting in the 5% local match obligation increasing by \$26,763, from \$80,900 to \$107,663.

Staff Summary: The Project will construct approximately 1.8 miles of a multi-use path along the I-580 freeway from Colorado Street south to the Pete Livermore Sports Complex, previously the Edmonds Sports Complex. The Amendment adds \$508,493 in additional Transportation Alternative Program (“TAP”) funding to the Agreement to increase the amount of construction funding available for the Project. This TAP funding is subject to a 5% local match, and this Amendment increases the total required local match by \$26,763.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Amendment as presented.

Previous Action

June 12, 2019 (Item 6-A) – The Agreement was approved by the Carson City Regional Transportation Commission.

Background/Issues & Analysis

The Agreement authorizes Carson City to seek reimbursement through NDOT for work completed on the Project, which will construct approximately 1.8 miles of a multi-use path within and along the I-580 freeway right-of-way from Colorado Street south to the Pete Livermore Sports Complex. This leg of the path runs along the west side of the freeway to Clearview Drive, and then crosses to the east side of the freeway and runs along the freeway to the Pete Livermore Sports Complex. The Project is anticipated to be constructed in 2023.

The total TAP funding currently allotted for construction is \$1,330,000. Following the opening of construction bids, a deficit of \$535,256 was identified. Carson City respectfully requested additional funding from NDOT to allow for the construction of the Project, and NDOT has approved the use of the additional funds, as shown in the Amendment.

This Project provides a valuable multi-use path connection to the Pete Livermore Sports Complex on Livermore Lane from the previously constructed multi-use path from I-580 to Colorado Street. This multi-use path will provide pedestrian and bicycle access to the Pete Livermore Sports Complex that was eliminated by the construction of the freeway.

The Amendment increases the Agreement total to \$2,153,256. This amount includes design, construction, construction inspection, and material testing activities.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270(1)(e)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: For revenue – Regional Transportation Fund, Federal Grants / 2503082-431010. For expenses and budget transfers – Project # P303518008, Regional Transportation Fund - Capital Improvements / 2503035-507010, Regional Transportation Fund - Infrastructure Capital / 2503035 – 507102.

Is it currently budgeted? ☒ Yes ☐ No

If approved, Project # P303518008 will receive an additional \$508,493 in TAP funding. Federal TAP funding requires a 5% local match in the amount of \$26,763. The local match will be transferred from the Regional Transportation Fund - Infrastructure Capital account.

Alternatives

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

Supporting Material

-Exhibit-1: Amendment 1 to Cooperative Agreement PR279-19-063

-Exhibit-2: Cooperative Agreement PR279-19-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR279-19-063

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, on August 9, 2019, the parties entered into Agreement No. PR279-19-063 to design and construct the Edmonds Sports Complex Path Project; and

WHEREAS, the termination date must be amended due to additional time required to obtain underlying fee clearance from the BLM; and

WHEREAS, the parties desired to make Thirty-Two Thousand and No/100 Dollars (\$32,000.00) in unspent preliminary engineering funds available for construction; and

WHEREAS, the parties desired to add Five Hundred Eight Thousand Four Hundred Ninety-Three and No/100 Dollars (\$508,493.00) federal TAP funding with a Twenty-Six Thousand Seven Hundred Sixty-Three and No/100 Dollars (\$26,763.00) local match to the project due to high construction costs; and

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

WHEREAS, the contact information regarding the project has changed; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR279-19-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"To obligate Federal TAP funding for the project in a maximum amount of Two Million Forty-Five Thousand Five Hundred Ninety-Three and No/100 Dollars (\$2,045,593.00)."

- B. Article II, Paragraph 22, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the five (5%) match of Federal funds in an amount not to exceed One Hundred Seven Thousand Six Hundred Sixty-Three and No/100 Dollars (\$107,663.00) 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."

- C. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2023 to June 30, 2027.
- D. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 4,000.00
LOCAL AGENCY Preliminary Engineering Costs:	\$ 95,000.00
DEPARTMENT Construction Engineering Costs:	\$ 7,000.00
LOCAL AGENCY Construction Engineering Costs:	\$ 150,000.00
Construction Costs:	<u>\$ 1,897,256.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 2,153,256.00

Available Funding Sources:

Federal TAP Funds:	\$ 2,045,593.00
CITY Match Funds:	<u>\$ 107,663.00</u>
<u>Total PROJECT Funding:</u>	\$ 2,153,256.00”

- E. Article III, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:

“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: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E-mail: pkanegsberg@dot.nv.gov

FOR CITY:

Brianna Greenlaw, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7083
Fax: (775) 887-2112
E-mail: bgreenlaw@carson.org"

- F. All of the other provisions of Agreement No. PR279-19-063 dated August 9, 2019, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

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:

Scott Hoen
Clerk-Recorder

Deputy Attorney General

Approved as to Form:

Adam Tully
Deputy District Attorney

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Highway Agreement PR279-19-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
EDMONDS MULTI-USE PATH PROJECT

This Agreement is made and entered on 08/09/2019, 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, Nevada 89701 (hereinafter "CITY").

WITNESSETH:

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

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

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

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

WHEREAS, the CITY is willing to agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of a multi-use pathway on the east or west side of I-580 as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

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

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 073787152 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

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

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of One Million Five Hundred Thirty-Seven Thousand One Hundred and No/100 Dollars (\$1,537,100.00).
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 DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.
11. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
14. 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.
15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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>.

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

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) 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 and/or DEPARTMENT 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 ensure that any utility relocations are in compliance with ADA requirements.

4. 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.

5. 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.

6. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

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

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

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

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

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

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. To perform PROJECT documentation and quality control during contract administration according to the LOCAL AGENCY's established procedures, as approved by the DEPARTMENT. If the LOCAL AGENCY 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.

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

20. To provide to the DEPARTMENT all reporting and project documentation, as

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

21. 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.

22. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Eighty Thousand Nine Hundred and No/100 Dollars (\$80,900.00) 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.

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

24. 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, 2023, 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:	\$ 126,000.00
DEPARTMENT Construction Engineering Costs:	\$ 7,000.00
CITY Construction Engineering Costs:	\$ 150,000.00
Construction Costs:	<u>\$ 1,330,000.00</u>

Total Estimated PROJECT Costs: \$ 1,618,000.00

Available Funding Sources:

Federal TAP Funds:	\$ 1,537,100.00
CITY Match Funds:	<u>\$ 80,900.00</u>

Total PROJECT Funding: \$ 1,618,000.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." 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, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior

rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

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

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

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

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

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

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

FOR DEPARTMENT:	Kristina L. Swallow, P.E., Director Attn: Phil Kanegsberg, P.E. Local Public Agency Coordinator Nevada Department of Transportation Roadway Design 1263 South Stewart Street Carson City, Nevada 89712 Phone: (775) 888-7988 Fax: (775) 888-7401 E-mail: pkanegsberg@dot.nv.gov
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FOR CITY:	Robert D. Fellows, P.E.
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Carson City Public Works
3505 Butti Way
Carson City, NV 89712
Phone: (775) 283-7370
Fax: (775) 887-2164
E-mail: rfellows@carson.org

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

16. The 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.

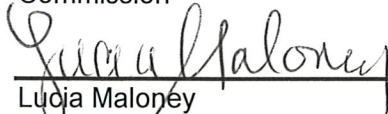
31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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.

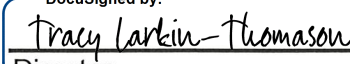
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation
Commission

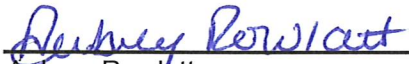


Lucia Maloney
Transportation Manager

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

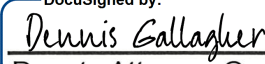
DocuSigned by:

Director

Attest:



Aubrey Rowlett
Clerk-Recorder

Approved as to Legality & Form:

DocuSigned by:


Deputy Attorney General

Approved as to Form:



Deputy District Attorney

Attachment A
Scope of Work: Multi Use Path



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Parcels updated 12/14/2017
Properties updated 12/14/2017

Edmonds Multi Use Path
Project

The project consists of the construction of approximately 9,400 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, revegetation and related improvements.

The limits of the Project are west of I-580 from Colorado Street south to Livermore Sports Complex.

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of

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

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: 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.
- #5 None of These: Persons not otherwise included in the above designations.

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

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

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

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

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

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

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

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

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

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

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

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

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
 - (1) The number of minority and non-minority group members and women in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

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

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean 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 SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

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 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 _____

Signature

Notary Public, Judge or

(SEAL)
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.

BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE/SBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE/SBE requirements for this contract. A bidder unable to meet the DBE/SBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE/SBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE/SBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE/SBE SUPPLIERS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE 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/SBE Participation (Add Totals from Lines A & B): \$** _____**D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount):** _____%_____
Contractor's Signature_____
Date

*DBEs/SBEs must be certified by the Nevada Unified Certification Program.

**DBE/SBE 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

Attachment C

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

STATE OF Nevada }
COUNTY OF Carson } SS

I, Lucia Maloney (Name of party signing this affidavit and the Proposal Form) Transportation Manager (title).
being duly sworn do depose and say: That Carson City Regional Transportation Commission
(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.

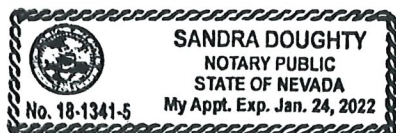
(Insert Exceptions, attach additional sheets)

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.

Lucia Maloney
Signature
Transportation Manager
Title

Sworn to before me this 8th day of August, 20 19

(SEAL)



[Signature]
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.

Lucia Maloney
Name (please type or print)

Lucia Maloney
Signature

Transportation Manager
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.

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STAFF REPORT

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

Meeting Date: May 10, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that MKD Construction, Inc. (“MKD”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Edmonds Sports Complex Multi-Use Path Project (“Project”) and to award Contract No. 23300289 (“Contract”) for the Project to MKD for a total not to exceed amount of \$1,897,254.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include the construction of the multi-use path, fencing, utility improvements, and curb ramp modifications. The not to exceed amount of \$1,897,254 includes the base bid amount of \$1,724,777, plus a 10% contingency amount of \$172,477. The engineer’s estimate for the Project was \$1,264,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if necessary.

Background/Issues & Analysis

The Project is of significant value as it establishes a much-needed connection between the previously constructed I-580 to Colorado Street multi-use path and the Pete Livermore Sports Complex (formerly known as the Edmonds Sports Complex) located on Livermore Lane. This connection between Colorado Street and Edmonds Drive had been lost due to the construction of the freeway. The Project involves building a 1.8-mile multi-use path within the I-580 freeway right-of-way, starting from Colorado Street and stretching south to the Pete Livermore Sports Complex. The path runs along the west side of the freeway until Clearview Drive, then crosses to the east side and continues along the freeway to the Pete Livermore Sports Complex. Construction is expected to take place this summer.

Notice to Contractors was published in the Reno Gazette Journal and posted through NGEM on February 7, 2023. Two bids were opened at approximately 11:30 a.m. on March 7, 2023 via online Cisco Webex bid opening. Present during the opening were: Michael Grock and Sharon Scott, MKD; Darcy Carpenter, Sierra Nevada Construction, Inc.; Rocky Warbrick, A1 Fence; Brianna Greenlaw, Carson City Public Works and Carol Akers, Purchasing and Contracts.

The following bids were received:

Bidder

1. MKD
2. Sierra Nevada Construction, Inc.

Base Bid

\$1,724,777
\$2,449,007

Staff recommends award to MKD, 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 # P303518008, Regional Transportation Fund, Capital Improvements / 2503035-507010.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of fiscal impact: Project # P303518008 is funding by Cooperative Agreement PR279-19-063 with the Nevada Department of Transportation ("NDOT"). An amendment to the PR279-19-063 has been approved by NDOT and is pending approval by the RTC (Item 5C). If the amendment to that agreement and this Contract are both approved, Project # P303518008, which has an available balance of \$1,519,329.38 will be augmented by \$535,256 during second round augmentations. The available balance will then be \$2,054,585.38, and the account will be reduced by \$1,897,254. If the amendment to PR279-19-063 is not approved, staff recommend not awarding the Contract until an alternative funding source is identified.

Alternatives

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

Supporting Material

-Exhibit-1: 23300289 Bid Tabulation_ROA Report

-Exhibit-2: Draft Contract No. 23300289

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

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Date and Time of Bid Opening 3/7/2023 @ 11:30am

Line #	Description	QTY	UOM	MKD Construction		Sierra Nevada Construction, Inc.	
				Unit	Extended	Unit	Extended
1.1	Mobilization, Demobilization, and Cleanup	1	LS	\$160,517.00	\$160,517.00	\$100,000.00	\$100,000.00
1.2	Stormwater Protection SWPPP	1	LS	\$115,000.00	\$115,000.00	\$25,000.00	\$25,000.00
1.3	Construction Survey and Record Drawings	1	LS	\$38,850.00	\$38,850.00	\$20,000.00	\$20,000.00
1.4	Removals and Demolition of asphalt concrete, concrete, signing, fencing and Salvage Fence/Gates	1	LS	\$42,000.00	\$42,000.00	\$22,000.00	\$22,000.00
1.5	Remove PCC Headwall & 10 feet of 30-inch CMP Pipes (2). Install Pipe Cap.	1	LS	\$3,700.00	\$3,700.00	\$8,000.00	\$8,000.00
1.6	3 inch Clear and Grub	1325	TN	\$90.00	\$119,250.00	\$150.00	\$198,750.00
1.7	Earthwork Cut/Fill & Off Haul	1	LS	\$100,000.00	\$100,000.00	\$357,148.00	\$357,148.00
1.8	18-inch Diameter CMP Stormdrain with Flared ends	30	LF	\$228.00	\$6,840.00	\$350.00	\$10,500.00
1.9	24-inch Diameter CMP Stormdrain with Flared ends	32	LF	\$250.00	\$8,000.00	\$385.00	\$12,320.00
1.10	18-inch Diameter PVC SDR-35 Stormdrain	30	LF	\$245.00	\$7,350.00	\$365.00	\$10,950.00
1.11	23-inch by 14-inch Elliptical RCP Stormdrain	55	LF	\$395.00	\$21,725.00	\$530.00	\$29,150.00
1.12	3-feet by 3-feet NDOT Drop Inlet with PCC Apron	1	EA	\$5,400.00	\$5,400.00	\$12,000.00	\$12,000.00
1.13	2-feet by 3-feet NDOT Drop Inlet with PCC Apron	1	EA	\$5,400.00	\$5,400.00	\$9,700.00	\$9,700.00
1.14	Type 4R Curb Inlet	1	EA	\$5,400.00	\$5,400.00	\$7,200.00	\$7,200.00
1.15	Rock-lined Ditch, 12 inches deep over Fabric	400	SF	\$23.00	\$9,200.00	\$21.00	\$8,400.00
1.16	Rip Rap Pad, 18 inches deep	800	SF	\$15.00	\$12,000.00	\$29.00	\$23,200.00
1.17	Rock-filled Cross Drain	1	LS	\$2,900.00	\$2,900.00	\$6,000.00	\$6,000.00
1.18	PCC Curb & Gutter Type 1	271	LF	\$90.00	\$24,390.00	\$90.00	\$24,390.00
1.19	PCC Retaining Curb	315	LF	\$65.00	\$20,475.00	\$50.00	\$15,750.00
1.20	PCC Sidewalk Type A	809	SF	\$19.00	\$15,371.00	\$25.00	\$20,225.00
1.21	PCC Pedestrian Ramp with Truncated Domes	290	SF	\$101.00	\$29,290.00	\$35.00	\$10,150.00
1.22	PCC Driveway Apron Type 1	186	SF	\$84.00	\$15,624.00	\$26.00	\$4,836.00
1.23	PCC Driveway Apron Type 2	463	SF	\$37.00	\$17,131.00	\$34.00	\$15,742.00
1.24	Adjust Existing Electrical Box with 12 inch Riser at Station 45+89.4	1	LS	\$6,900.00	\$6,900.00	\$1,400.00	\$1,400.00
1.25	10-foot wide PCC Path (6-inches over 6-inches aggregate base) with Aggregate Base Shoulders	1514	SF	\$19.00	\$28,766.00	\$25.00	\$37,850.00
1.26	10-foot wide Plantmix Bituminous Pavement Path, Type 3 Aggregate, PG 64-28 NV, 3 inches thick on 6 inches Type 2 Aggregate Base and Type 2 Aggregate Base Shoulders	90000	SF	\$5.00	\$450,000.00	\$10.00	\$900,000.00
1.27	6-inch thick Aggregate Base trail, South Staging Area and Island	15000	SF	\$1.75	\$26,250.00	\$4.00	\$60,000.00
1.28	Plantmix Bituminous Pavement Roadway Patch, Type 3 Aggregate, PG 64-22 NV, 5 inches thick on 8 inches Type 2 Aggregate Base	1050	SF	\$25.00	\$26,250.00	\$20.00	\$21,000.00
1.29	3 inches by 10 inches Fractured Rock Mulch over Non-woven Geotextile Fabric	782	SF	\$31.00	\$24,242.00	\$7.00	\$5,474.00
1.30	Bolt-lock Collapsible Bollards	7	EA	\$3,300.00	\$23,100.00	\$4,100.00	\$28,700.00
1.31	Padlock Collapsible Bollards	12	EA	\$2,700.00	\$32,400.00	\$3,600.00	\$43,200.00
1.32	6-feet High Chainlink Fence	5000	LF	\$40.00	\$200,000.00	\$41.00	\$205,000.00
1.33	6-feet High, 12-feet Wide Chainlink Gates	6	EA	\$1,565.00	\$9,390.00	\$2,600.00	\$15,600.00
1.34	16-feet Wide Utility Gate	1	EA	\$890.00	\$890.00	\$3,500.00	\$3,500.00
1.35	Relocate Existing Boulders	100	LF	\$70.00	\$7,000.00	\$20.00	\$2,000.00
1.36	Anti-graffiti Coating on Soundwall	23456	SF	\$2.25	\$52,776.00	\$5.75	\$134,872.00
1.37	Signs, Poles and Anchors	1	LS	\$38,300.00	\$38,300.00	\$30,000.00	\$30,000.00
1.38	Striping and Pavement Markings	1	LS	\$9,500.00	\$9,500.00	\$8,500.00	\$8,500.00
1.39	Door Lock Mechanism	2	EA	\$1,600.00	\$3,200.00	\$250.00	\$500.00
Schedule A: Base Bid Items				\$1,724,777.00		\$2,449,007.00	

Carson City is recommending award to MKD Construction and is tentatively scheduled for approval and award at the May 10, 2023 Regional Transportation Commission meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**Contract No: 23300289****Title: Edmonds Sports Complex Multi-Use Path Project**

THIS CONTRACT made and entered into this 10th day of May 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and MKD Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300289**, titled **Edmonds Sports Complex Multi-Use Path 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 and all required documents are received and signed by all parties.

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. 23300289 including, but not limited to, the Notice to Contractors, 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 link on 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: 23300289

Title: Edmonds Sports Complex Multi-Use Path 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:

Michael J. Grock, President
MKD Construction, Inc.
20 Stokes Drive
Mound House, NV 89706
775-246-1900
Mkd2@att.net

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300289

Title: Edmonds Sports Complex Multi-Use Path 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 Seven Hundred Twenty Four Thousand Seven Hundred Seventy Seven Dollars and 00/100 (\$1,724,777.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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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**.

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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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.

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

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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):**

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

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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 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.

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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.

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300289

Title: Edmonds Sports Complex Multi-Use Path Project

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 this Contract.

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

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

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

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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:

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

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

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§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 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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.

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

**Contract# 23300289
Project# P303518008
Federal Project# TAP-580-1(034)
Account # 2503035-507010**

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brianna Greenlaw, Project Manager
Telephone: 775-283-7083

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Michael J. Grock

TITLE: President

FIRM: MKD Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-006930

NEVADA CONTRACTORS LICENSE #: 0050061

Address: 1120 Terminal Way

City: Reno **State:** NV

Zip Code: 89502

Telephone: 775-358-1355

E-mail Address: iss.bidinfo@gcinc.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300289

Title: Edmonds Sports Complex Multi-Use Path Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 10, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300289** and titled **Edmonds Sports Complex Multi-Use Path 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 10th day of May 2023

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 10th day of May 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# 23300289 and titled Edmonds Sports Complex Multi-Use Path 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# 23300289** and titled **Edmonds Sports Complex Multi-Use Path 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# 23300289** and titled **Edmonds Sports Complex Multi-Use Path 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# 23300289** and titled **Edmonds Sports Complex Multi-Use Path 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 MKD Construction, Inc., as "Principal," and Employers Mutual Casualty Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Bid dollars (\$ 5% of bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # P303518008, PWP # CC-2023-196, for the Project Title: Edmonds Sports Complex Multi-Use Path Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

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

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: March 7, 2023

MKD Construction, Inc.

Principal

By: [Signature]

Employers Mutual Casualty Company

Surety

By: [Signature]
Stephanie Garahana, Attorney-in-Fact



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

STEPHANIE GARAHANA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

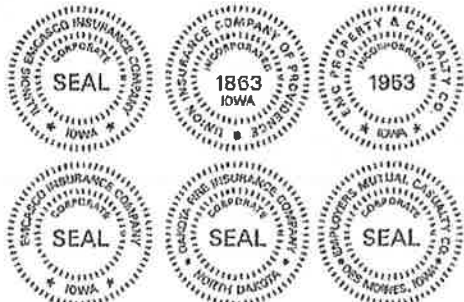
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1998:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of March, 2023.

Ryan J. Springer
 Vice President



23300289 (PWP# CC-2023-196) Addendum 4

MKD Construction

Supplier Response

Event Information

Number: 23300289 (PWP# CC-2023-196) Addendum 4
Title: Edmonds Sports Complex Multi-Use Path
Type: Invitation for Bid
Issue Date: 2/7/2023
Deadline: 3/7/2023 11:00 AM (PT)
Notes: **Summary:** This project is a **federally funded** project that consists of approximately 9,165 feet of multi-use path that primarily parallels the I-580 freeway from Colorado Street to the Edmonds Sports Complex (aka Livermore Sports Complex). In addition to the multi-use path, other improvements consist of drainage systems, sidewalk, curb, fencing, and signage. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

Project # P303518008/PR279-19-063/74275/TAP-580-1(034)
Federal Project #: TAP-580-1(034)

Engineers Estimate: \$1,260,000

This 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

MKD Construction Information

Address: 20 Stokes Dr
Mound House, NV 89706
Phone: (775) 246-1900
Fax: (775) 246-1986
Email: mkd2@att.net

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

MICHAEL JOHN GROCK

Signature

Submitted at 3/7/2023 10:45:13 AM (PT)

mkd2@att.net

Email

Requested Attachments**Bid Bond Form**

Bid Bond.pdf

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

Debarment & Safety Form

Debarment & Safety Form.pdf

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

Vendor Information Form

Vendor Information.pdf

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

5% Subcontractors Information

5% Subcontractors Page.pdf

This document is required at time of bid opening. Contractor must self-list. You can upload this document from the "Attachments" Tab.

1% Subcontractor Information

No response

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"

Over 25 Million-Subcontractor Information

SubContractors 25Million.pdf

Only required if project over 25 million. Due 2 hours after bid opening

Affidavit Under 23 USC Section 112(c)

Affidavit for Suspension or Debarment.pdf

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

Section 1352 of Title 31 Form

Sections 1352 of Title 31.pdf

This is required at bid submission. The form can be found in the "Attachments" Tab

SF-LLL Disclosure of Lobbying

SF-LLL Disclosure of Lobbying.pdf

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

Wage Comparison Worksheet

Wage Comparison Worksheet.pdf

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

Certification of Auth & Understanding

Certification of Authorization & Understanding.pdf

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

Conflict of Interest

Conflict of Interest .pdf

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

UEI Number

Proof of SAM Registration.pdf

Contractor to provide proof of current registration with Sam.gov for GC and all Subs

List of Subcontractors & Suppliers Bidding

Exhibit A No response

Required Form-Due at 5pm after bid opening-Email to Cakers@carson.org

DBE Information-FHWA

DBE Information FHWA.pdf

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

Response Attachments

MKD Construction's Project References.pdf

MKD Construction's Project References

Contractors License.pdf

Nevada State Contractors License

5% Bidders Preference.pdf

5% Local Bidder'
s Preference

Bid Attributes

1 Contractor's License

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a Class A in connection with the award of the contract to him.

Contractors and subcontractors are required to hold a valid Contractor's license of a class corresponding to the work to be done, in accordance with the provisions of NRS 624, prior to being awarded a contract.

☒ Acknowledged (Acknowledged)

2 Acknowledgement of Addendums

List amount of addendums acknowledged

1, 2, 3, & 4

3 References:

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

☒ Acknowledged (Acknowledged)

4 Substitutions[Exhibit A](#)

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.

☒ Acknowledged (Acknowledged)

5 *Attribute deleted as part of an Addendum***6 *Attribute deleted as part of an Addendum***

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"

***Sample* Project Workforce Checklist**

Titled: "Project Workforce Checklist"

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

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening, 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.

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.

☒ Acknowledged (Acknowledged)

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed

(41 CFR 60-4.3);

and

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here:
https://labor.nv.gov/Employer/Employer_Posters

5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

SEE SPECIAL CONDITONS FOR JOBSITE POSTER REQUIREMENTS & Attachments Tab for Sample of Project Sign**

☒ Acknowledged (Acknowledged)

9 Unique Entity ID (SAM.gov)

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.

☒ Acknowledged (Acknowledged)

1
0**Acknowledgement & Execution of Bid Proposal**

Exhibit A

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)
1
1**Buy America Requirements**

Contractor will download the **OMB-Memorandum-M-22-11-Clean Document** found under the Attachments Tab of this bid and include in EVERY contract pertaining to this project.

☒ Acknowledged (Acknowledged)
1
2**FORMS REQUIRED-FHWA****Acknowledgement of Required Documents:**

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

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

25 Million-Sub-Contractor Information-Due by the (3) three lowest bidders (2) two hours of bid opening ONLY if project is over 25 million (Email to Cakers@carson.org)

Additional Contract Provisions DBE CFR26.5-Information required-Required to be in all Sub-Contractor contracts

Affidavit Under 23 USC Section 112(c)-Due from General at Bid Submission/Sub Contractors Award

Appendix A&E-Information required-Required to be in all Sub-Contractor contracts

Bid Bond-Due at Bid Submission

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

Certified Payroll Information-Required first week of work by Generals and Subs

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

Debarment & Safety Form-Due at Bid Submission

DBE Information-Due from General at Bid Submission/Sub-Contractors (if applicable) at Award

EO 11246 & Additional Contract Provisions-Information required-Required in all Sub-Contractor contracts

FHWA 1273(7.5.22)-Information required-Required in all Sub-Contractor contracts

FHWA Form 1391-Due first week of August if work performed in July

List of Subcontractors & Suppliers Bidding-Due 5pm after bid opening by at least (3) lowest bidders (Email to Cakers@carson.org)

Material of Origin-To be submitted with any Iron Submittal per Buy America requirements

Project Workforce Checklist-Due from Lowest Bid-General Contractor 24 hours from bid opening. Required from Sub-Contractor at beginning of work. (Email to Cakers@carson.org)

OMB-Memorandum-M-22-11-Clean-Buy America-Required Document to be included in all Sub-Contractor contracts

Section 1352 Title 32 Form-Due from General at Bid Submission/Sub contractors at preconstruction meeting

SF-LLL-Disclosure of Lobbying Activities-Due from General at Bid Submission/Sub-Contractors-Award

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

Supplemental NDOT LPA Requirements-Document contains language that MUST be included in all Sub-Contractor contracts

UEI ID Sam.gov-Required information-Provide proof of current registration

Vendor Information-Due at Bid Submission

Wage Comparison Worksheet-Due from General at Bid Submission/Sub-Contractors-Award

☒ Acknowledged (Acknowledged)

The following requirements apply to the person, firm, association or corporation in order for the bid to be considered. This Project has a **DBE Goal of 7.0%**. There are no trainees or training hours required for this project.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The following goal for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period	Goal
Until further notice.....	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each non-exempt Contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, Federally assisted or non-Federally related project, contract or subcontract.

Construction Contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the applicable Standard Metropolitan Statistical Area (SMSA) or Economic Area (EA) goal contained herein.

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark..... 13.9%

163 Las Vegas, NV

Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye..... 12.6%

SMSA Counties, NV Washoe 8.2%

164 Reno, NV

6720 Reno, NV

Non-SMSA Counties, NV Churchill, NV Douglas, 9.2%

NV Elko, NV Eureka, NV Humboldt, NV Lander,

NV Lyon, NV Mineral, NV Pershing, NV Storey,

NV White Pine, NV Carson City

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goal for both its Federally involved and non- Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to Carson City and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

☒ Acknowledged (Acknowledged)

Bid Lines

1	Package Header			
	Schedule A: Base Bid Items			
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Total:	<div>\$1,724,777.00</div>
	Package Items			
	1.1 Mobilization, Demobilization, and Cleanup			
	Quantity: <u> 1 </u>	UOM: <u> LS </u>	Unit Price: <div>\$160,517.00</div>	Total: <div>\$160,517.00</div>

1.2 Stormwater Protection SWPPP

Quantity: 1 UOM: LS Unit Price: \$115,000.00 Total: \$115,000.00

1.3 Construction Survey and Record Drawings

Quantity: 1 UOM: LS Unit Price: \$38,850.00 Total: \$38,850.00

1.4 Removals and Demolition of asphalt concrete, concrete, signing, fencing and Salvage Fence/Gates

Quantity: 1 UOM: LS Unit Price: \$42,000.00 Total: \$42,000.00

1.5 Remove PCC Headwall & 10 feet of 30-inch CMP Pipes (2). Install Pipe Cap.

Quantity: 1 UOM: LS Unit Price: \$3,700.00 Total: \$3,700.00

1.6 3 inch Clear and Grub

Quantity: 1325 UOM: TN Unit Price: \$90.00 Total: \$119,250.00

1.7 Earthwork Cut/Fill & Off Haul

Quantity: 1 UOM: LS Unit Price: \$100,000.00 Total: \$100,000.00

1.8 18-inch Diameter CMP Stormdrain with Flared ends

Quantity: 30 UOM: LF Unit Price: \$228.00 Total: \$6,840.00

1.9 24-inch Diameter CMP Stormdrain with Flared ends

Quantity: 32 UOM: LF Unit Price: \$250.00 Total: \$8,000.00

1.10 18-inch Diameter PVC SDR-35 Stormdrain

Quantity: 30 UOM: LF Unit Price: \$245.00 Total: \$7,350.00

1.11 23-inch by 14-inch Elliptical RCP Stormdrain

Quantity: 55 UOM: LF Unit Price: \$395.00 Total: \$21,725.00

1.12 3-feet by 3-feet NDOT Drop Inlet with PCC Apron

Quantity: 1 UOM: EA Unit Price: \$5,400.00 Total: \$5,400.00

1.13 2-feet by 3-feet NDOT Drop Inlet with PCC Apron

Quantity: 1 UOM: EA Unit Price: \$5,400.00 Total: \$5,400.00

1.14 Type 4R Curb Inlet

Quantity: 1 UOM: EA Unit Price: \$5,400.00 Total: \$5,400.00

1.15 Rock-lined Ditch, 12 inches deep over Fabric

Quantity: 400 UOM: SF Unit Price: \$23.00 Total: \$9,200.00

1.16 Rip Rap Pad, 18 inches deep

Quantity: 800 UOM: SF Unit Price: \$15.00 Total: \$12,000.00

1.17 Rock-filled Cross Drain

Quantity: 1 UOM: LS Unit Price: \$2,900.00 Total: \$2,900.00

1.18 PCC Curb & Gutter Type 1

Quantity: 271 UOM: LF Unit Price: \$90.00 Total: \$24,390.00

1.19 PCC Retaining Curb

Quantity: 315 UOM: LF Unit Price: \$65.00 Total: \$20,475.00

1.20 PCC Sidewalk Type A

Quantity: 809 UOM: SF Unit Price: \$19.00 Total: \$15,371.00

1.21 PCC Pedestrian Ramp with Truncated Domes

Quantity: 290 UOM: SF Unit Price: \$101.00 Total: \$29,290.00

1.22 PCC Driveway Apron Type 1

Quantity: 186 UOM: SF Unit Price: \$84.00 Total: \$15,624.00

1.23 PCC Driveway Apron Type 2

Quantity: 463 UOM: SF Unit Price: \$37.00 Total: \$17,131.00

1.24 Adjust Existing Electrical Box with 12 inch Riser at Station 45+89.4

Quantity: 1 UOM: LS Unit Price: \$6,900.00 Total: \$6,900.00

1.25 10-foot wide PCC Path (6-inches over 6-inches aggregate base) with Aggregate Base Shoulders

Quantity: 1514 UOM: SF Unit Price: \$19.00 Total: \$28,766.00

1.26 10-foot wide Plantmix Bituminous Pavement Path, Type 3 Aggregate, PG 64-28 NV, 3 inches thick on 6 inches Type 2 Aggregate Base and Type 2 Aggregate Base Shoulders

Quantity: 90000 UOM: SF Unit Price: \$5.00 Total: \$450,000.00

1.27 6-inch thick Aggregate Base trail, South Staging Area and Island

Quantity: 15000 UOM: SF Unit Price: \$1.75 Total: \$26,250.00

1.28 Plantmix Bituminous Pavement Roadway Patch, Type 3 Aggregate, PG 64-22 NV, 5 inches thick on 8 inches Type 2 Aggregate Base

Quantity: 1050 UOM: SF Unit Price: \$25.00 Total: \$26,250.00

1.29 3 inches by 10 inches Fractured Rock Mulch over Non-woven Geotextile Fabric

Quantity: 782 UOM: SF Unit Price: \$31.00 Total: \$24,242.00

1.30 Bolt-lock Collapsible Bollards

Quantity: 7 UOM: EA Unit Price: \$3,300.00 Total: \$23,100.00

1.31 Padlock Collapsible Bollards

Quantity: 12 UOM: EA Unit Price: \$2,700.00 Total: \$32,400.00

1.32 6-feet High Chainlink Fence

Quantity: 5000 UOM: LF Unit Price: \$40.00 Total: \$200,000.00

1.33 6-feet High, 12-feet Wide Chainlink Gates

Quantity: 6 UOM: EA Unit Price: \$1,565.00 Total: \$9,390.00

1.34 16-feet Wide Utility Gate

Quantity: 1 UOM: EA Unit Price: \$890.00 Total: \$890.00

1.35 Relocate Existing Boulders

Quantity: 100 UOM: LF Unit Price: \$70.00 Total: \$7,000.00

1.36 Anti-graffiti Coating on Soundwall

Quantity: 23456 UOM: SF Unit Price: \$2.25 Total: \$52,776.00

1.37 Signs, Poles and Anchors

Quantity: 1 UOM: LS Unit Price: \$38,300.00 Total: \$38,300.00

1.38 Striping and Pavement Markings

Quantity: 1 UOM: LS Unit Price: \$9,500.00 Total: \$9,500.00

1.39 Door Lock Mechanism

[Exhibit A](#)

Quantity: 2 UOM: EA

Unit Price:

\$1,600.00

Total:

\$3,200.00

Response Total: \$1,724,777.00

Vendor Information

Vendor Information:	
Company Name: MKD Construction, Inc	Federal ID No: 88-0420385
	UEI/DUNS #: YDLGKNKRGJW1 / 12-868-2932
Mailing Address: 20 Stokes Drive	City, State, Zip Code: Mound House, NV 89706
Telephone Number: 775-246-1900	Email: mkd2@att.net

Contact Person/Title:	
Name: Michael J. Grock	Title: President
Mailing Address: 20 Stokes Drive	City, State, Zip Code: Mound House, NV 89706
Telephone Number: 775-246-1900	Email: mkd2@att.net

Licensing Information:	
Nevada State Contractor's License Number: 0050061	
License Classification(s): A	Date Issued: January 18, 2000
Limitation(s) of License: \$9,500,000	Date of Expiration: January 31, 2025
Name of Licensee: MKD Construction, Inc.	
Carson City Business License Number: Will renew upon award of project	

Name of Licensee: MKD Construction, Inc.		
Disclosures of Principals:		
Individual and/or Partnership:		
(1) Owner Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
(2) Owner Name: Michael J. Grock		
Address: 20 Stokes Drive		
City: Mound House	State: NV	Zip Code: 89706
Telephone:	Email:	
(1) Other Title:		
Name:		
(2) Other Title:		
Name:		

**MKD CONSTRUCTION, INC.
PROJECT REFERENCES**

NAME ADDRESS TELEPHONE # EMAIL	PROJECT TITLE	CONTRACT AMOUNT	SCOPE OF WORK
Bob Thibault, City of Elko 1751 College Avenue Elko, NV 89801 775-777-7214 bthibault@elkocitynv.gov	City of Elko Downtown Corridor Block Ends	\$ 589,999	Street Narrowing with Landscape features. Beautification involving new concrete work & landscaping.
Jon LeRoy, Tahoe City PUD P.O. Box 5249 Tahoe City, CA 96145 530-580-6336	Truckee River Trail Reconstruction & Renewal Project	\$1,513,482	Remove & Replace Asphalt Bike Trail
Mo Gobena, Nevada Dept. of Transportation 1951 Idaho Street Elko, NV 89801 775-777-2785	Replace Structure B-639 & Plantmix Bituminous Surface, Jack Creek Elko County - NDOT 3758	\$2,122,149	Box Culvert & Asphalt Roadway Improvements

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Contractor: MKD Construction, Inc.

Project No(s): CC# P303518008; NDOT# 74275

Address: 20 Stokes Drive

Mound House, NV 89706

Bid Amount \$ 1,724,777.00

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.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
MKD Construction, Inc.	775-246-1900	All bid items except	0050061	9,500,000	All items of work except those
20 Stokes Drive, Mound House, NV		those listed below and			listed below and on 5% page
UEI# YDLGKNKRGJW1		on the 5% page	0052315		Signs, Poles & Anchors
Nevada Barricade & Sign Co.		1.37 & 1.38		Unlimited	& Striping & Pavement Markings
975 Industrial Way, Sparks, NV 89431					
UEI# GJA4JUSBM1L4					

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



Contractor's Signature

3/7/2023

Date

Telephone No. 775-246-1900

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Contractor: MKD Construction, Inc.Project No(s): CC# P303518008Address: 20 Stokes DriveTotal Bid Amount \$ 1,724,777.00Mound House, NV 89706

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.	BID LINE ITEM NO(S)*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
MKD Construction, Inc.	775-246-1900	All bid items except those	0050061	9,500,000	All items of work except
20 Stokes Drive, Mound House, NV 89706		listed below and on			those listed below and
UEI# YDLGKNKRGJW1		1% subcontractor page			on 1% subcontractor page
Infinity Fence, LIC	775-753-6140	1.32, 1.33 & 1.34	0090057	200,000	Chainlink fence and gates
162 Copper Street					
Elko, NV 89801					
UEI # in process					

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

3/7/2023

Date

Telephone No. 775-246-1900

N/A

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Required only if the total bid amount is greater than \$25 million

Contract No.:

Contractor: _____

Project No(s). :

Address: _____

Total Bid Amount \$ _____

If the total bid amount is \$25 million or greater, 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."

Telephone No. _____

Contractor's Signature

Date

Email to Cakers@carson.org

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: CC# P03518008

Contractor: MKD Construction, Inc.

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?	
MKD Construction, Inc. 20 Stokes Drive Mound House, NV 89706	775-246-1900	0050061	\$9,500,000	Yes	No	Yes	No	Yes	No
Mapca Surveys, Inc., 580 Mount Rose St, Reno, NV 89509	775-432-2067			Yes	No	Yes	No	Yes	No
K & B Transportation, 615 Spice Island Dr., Sparks, NV 89509	775-331-5152			Yes	No	Yes	No	Yes	No
Western Nevada Supply, 950 South Rock Blvd., Sparks, NV 89431	775-359-5800			Yes	No	Yes	No	Yes	No
Jensen Precast, 625 Bergen Way, Sparks, NV 89431	775-359-6200	0042231	Unlimited	Yes	No	Yes	No	Yes	No
F3 & Associates, 145 Isidor Ct, Suite B, Sparks, NV 89441	775-451-7255			Yes	No	Yes	No	Yes	No
EPS Environmental Protection Services, P.O. Box 21025, Carson City, NV 89721	775-220-6687	071500	2,000,000	Yes	No	Yes	No	Yes	No
A1Fence and Gate Repair, P.O. Box 29031 Las Vegas, NV 89126	702-504-0765	0082920	75,000	Yes	No	Yes	No	Yes	No
Artistic Fence, 480 Morrill Avenue Reno, NV 89512	775-786-6002	7798A	Unlimited	Yes	No	Yes	No	Yes	No
Surface Prep & Maintenance, 4430 Bennie Lane Reno, NV 89512	775-823-7882	0077645	1,500,000	Yes	No	Yes	No	Yes	No
CFA, Inc., 1150 Corporate Blvd., Reno, NV 89502	775-856-1150			Yes	No	Yes	No	Yes	No
Infinity Fence, 162 Copper St., Elko, NV 89801	775-753-6140	0090057	200,000	Yes	No	Yes	No	Yes	No

Email to Cakers@carson.org

Page 2

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: CC# P03518008

Contractor: MKD Construction, Inc.

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?	
3D Concrete, 600 21st Street Sparks, NV 89431	775-348-1898	0078364	Unlimited	Yes	No	Yes	No	Yes	No
MaxiForce, 7560 Main Street Sykesville, MD 21784	410-552-9888			Yes	No	Yes	No	Yes	No
Granite Construction, 1900 Glendale, Sparks, NV 89431	775-358-8792	0008079	Unlimited	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

Email to Cakers@carson.org

DEBARMENT AND SAFETY FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.


 Signature of Authorized Certifying Official
Michael J. Grock
 Printed Name

President
 Title
3/7/2023
 Date

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

 Signature

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2022	.75	0
2021	.75	1

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

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

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

I, MICHAEL J. GROCK, on behalf of the Contractor, MKD CONSTRUCTION, INC., swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. CC# P303518008, Project Name EDMONDS SPORTS COMPLEX MULTI-USE PATH, 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 MKD CONSTRUCTION, INC., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles use 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 at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. 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 144 on April 7, 2011, 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.**

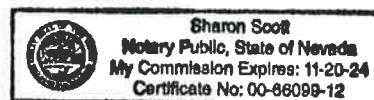
By: Michael J. Grock Title: President

Signature:  Date: 03/07/2023

Signed and sworn to (or affirmed) before me on this 7th day of March, 2023,
 by Michael J. Grock (name of person making statement).

State of Nevada)
)ss.
 County of Lyon)

 STAMP AND SEAL
 Notary Signature





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-05-01-31-0273**

M K D CONSTRUCTION, INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0050061** ORIGINAL ISSUE DATE: **01/18/2000** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **\$9,500,000** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **FEBRUARY 1, 2023** AND EXPIRES ON **JANUARY 31, 2024**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

12/29/2022
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Certification of Authorization and UnderstandingProject Name: Edmonds Sports Complex Multi-Use PathProject Number: CC Project # P303518008; NDOT #74275; Federal# TAP-580-1 (034)

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.

Sharon Scott

Payroll Officer (Name)



Payroll Officer (Signature)

MKD Construction, Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

President

(Title)

0050061

(Contractor/Subcontractor License Number)

3/7/2023

(Date)

Conflict of Interest Disclosure Form

Date: 3/7/2023

Project: CC Project #P303518008; NDOT #74275; Fed# TAP-580-1 (034)

Title: Edmonds Sports Complex Multi-Use Path

Name: Michael J. Grock

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: 3/7/2023

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
M K D CONSTRUCTION INC

Licensed since January 18, 2000

License No. **0050061**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

MICHAEL GROCK, President, QI
GARY ISAMAN, Vice President

A General Engineering

LIMIT: \$9,500,000
EXPIRES: 01/31/2025



Chair, Nevada State Contractors Board



STATE OF NEVADA
Office of the Labor Commissioner

Project Workforce Checklist

Contract No.: P303518008 Project Name: Edmonds Sports Complex Multi-Use Path

Contractor/Subcontractor: MKD Construction, Inc.

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

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

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

Signed: Michael J. Grock

Name and Title: Michael J. Grock, President

Date: 3/7/2023

Contractor Name: MKD Construction, Inc.

*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

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 DBE
Participation by DBE 49 CFR 26.5**

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.

**ADDITIONAL CONTRACT PROVISIONS
SUPPLEMENT TO THE WEEKLY CERTIFIED
PAYROLLS & EXECUTIVE ORDER 11246**

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 please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. 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 a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. 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.
- viii. 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 therefore, 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

Appendix A & E of Department of Transportation 1050.2A

Appendix A of Department of Transportation Order 1050.2A

"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."

Appendix E of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.)."



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA's Flood Mitigation Assistance program,¹⁵ do not qualify as "pre and post disaster or emergency response expenditures."

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA's definition of "infrastructure" encompasses public infrastructure projects. Thus, the term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term "infrastructure" broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes "infrastructure," agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IIJA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, BuyAmerican.gov,²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IJA, § 70914(c); IJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IJA, § 70932(1)).

²² IJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ BuyAmerican.gov redirects to MadeInAmerica.gov.

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IJJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IJJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IJJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IIIA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Supplemental NDOT LPA Requirements

Supplemental NDOT LPA Requirements (Add to all Sub-Contractor Contracts)

SUBLETTING

Subletting of Contract. Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the City by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

- (a) The type, amount, and price for partial items of work must be clearly indicated.
- (b) Subcontracts with DBE firms must clearly show the type, amount, and agreed price for the work. The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in WAGES AND CONDITIONS OF EMPLOYMENT paragraph pertaining to Title 29, Code of Federal Regulations, Part 1926.

According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

- (a) The City objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
- (b) The substitution is approved by the City and:
 1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
 2. The named subcontractor files for bankruptcy or becomes insolvent; or
 3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time.

Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts. Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

- (a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

- (b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions.

The contract amount bid for "Specialty Items" so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

The City and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Local Agency. The Contractor will be held solely responsible for the progress of the work according to the progress required.

Insert in each subcontract all of the following contract provisions:

Use (a) through (g) for Federal Funding

- (a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
- (b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)" AND "APPENDIX A."
- (c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."
- (d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)."
- (e) The "ADDITIONAL CONTRACT PROVISIONS—SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES."
- (f) The "ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions."
- (g) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS."

Use (a) and (b) for State Funding

- (a) LABOR PROVISIONS: The "HOURLY MINIMUM WAGE RATES" as determined by the Labor Commissioner of the State of Nevada.
- (b) The "ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES."

Insert the following statements in each subcontract:

"NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR PROVISIONS"

"In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

[IF FEDERALLY FUNDED, USE THIS PARAGRAPH]

"Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation."

[IF STATE FUNDED, USE THIS PARAGRAPH]

"Also included, and made part of this subcontract agreement are the necessary Labor Provisions, including the "Prevailing Wages" as determined by the Labor Commissioner of the State of Nevada."

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964," a pertinent portion is as follows:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship."

"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause."

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does

not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities."

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements

exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause."

Also insert in each subcontract agreement, a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. **The contract provisions shall in no instance be incorporated by reference.**

The Contractor shall not terminate a DBE subcontractor (or an approved substitute DBE firm) listed without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE firm. Good cause includes the following circumstances:

1. The listed DBE fails or refuses to execute a written contract.
2. The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
3. The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
4. The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
6. The City has determined the listed DBE is not a responsible contractor.
7. The listed DBE voluntarily withdraws from the project and provides to the Contractor and the Local Agency written notice of its withdrawal.
8. The listed DBE is ineligible to receive DBE credit for the type of work required.
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE after contract award.

The Contractor shall give notice in writing to the DBE and the City of its intent to request to terminate or substitute a DBE, and the reason for the request. The Contractor shall give the DBE 5 days to respond to The Contractor's notice and advise the City and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, the City may provide a response period shorter than 5 days.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

WAGES AND CONDITIONS OF EMPLOYMENT

The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the City, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor’s agents. Material sources controlled by the City and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project.

Laws Cited. See the provisions and requirements of the following:

- (a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
- (b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.
- (c) Unemployment Compensation Law—NRS Chapter 612.
- (d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
- (e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
- (f) Work Hours Act of 1962.
- (g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.
- (h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

Sub-Contractor Payment B2GNow

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

ENVIRONMENTAL CONDITIONS:

Migratory Birds. All vegetation/structure removal shall be conducted to avoid impacts to listed migratory birds (50 CFR 10.13) that may be actively utilizing vegetation/structures for nesting. Migratory birds are protected in Nevada by NAC 503.050. When possible, vegetation/structure removal should not occur during avian breeding season (**generally March 1 through July 31 for Northern Nevada; February 15 through August 31 for Southern Nevada**). Raptors and owls may begin nesting as early as January. If vegetation/structure removal shall occur during avian breeding season, nesting surveys shall be conducted by a biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. The survey shall be conducted a maximum of 7 days prior to land disturbance. Submit a copy of the biologist's survey report and the biologist's curriculum vitae to the NDOT Engineer, who will provide to the NDOT Environmental Services Division for review.

If nesting sites are found within the project limits, NDOT Environmental Services Division must be contacted through the NDOT Engineer to determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Disturbance shall not occur within the flagged avoidance area while the nest is occupied.

Bird nests containing eggs and/or young shall not be disturbed until after the young have left the nest, including swallows nesting on structures, and bats using structures for roosting. The Contractor may take preventative measures prior to avian breeding season to ensure that birds do not create nests on structures.

Be responsible for project delays ensuing from a failure to take into account bird nesting season and/or safeguard structures from bird nest construction. Approval shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests. Do not commence vegetation/structure removal until written approval is obtained.

Bats. If bats are identified roosting within the construction area, contact the Nevada Department of Wildlife (NDOW) for proper guidance. An avoidance area with a 100' radius must be maintained until formal guidance is received. For information on how to contact NDOW go to: http://www.ndow.org/Our_Agency/Contact_Us/

Noxious Weed Management. Develop and follow a Noxious Weed Management Plan to prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555 (available at http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_Home/). The management plan shall include methods for reducing the spread of noxious weeds, particularly when moving equipment between sites, by cleaning equipment, personnel, staging areas, construction and excavation sites, and roadways of noxious weed plants and seeds. The plan shall also address the treatment of weeds in topsoil salvage material if necessary.

For more information on State of Nevada requirements, visit: http://agri.nv.gov/Plant/Noxious_Weeds/Responsibilities/

Fencing. Any fencing administered by NDOT which is used to control access to the highway or interstate must be perpetuated. If livestock or 8' wildlife fencing is to be breached, maintain the functionality of the fence to prevent livestock or wildlife from entering NDOT's right-of-way and becoming a safety hazard. All staging areas must be at least 100' away from the terminus of a livestock or 8' wildlife fence as well as any escape features, such as 1-way gates or escape ramps.

Archeological Resources. Be responsible for the preservation of archeological and paleontological objects, including all ruins, sites, buildings, artifacts, fossils, or other objects of antiquity encountered during construction. When such objects are encountered, immediately cease operations within 100 feet of the discovery and give notification to the NDOT Engineer that such objects exist. The NDOT Engineer will notify the Manager of NDOT's Cultural Resource Section. Reschedule construction operations to avoid the section until given written notification from the NDOT Engineer to proceed with operations.

Naturally Occurring Asbestos/Erionite (if required). Any imported earthen material that will be placed on NDOT right-of-way must be evaluated for NOA and erionite as outlined in *Documenting Naturally Occurring Asbestos and Erionite in Import Material from Non-Nevada Department of Transportation Sources for Projects*, most recent edition. A copy of the document may be obtained from the Department's website <https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/environmental-services/environmental-documents-and-projects>

Stormwater Construction General Permit (if required). Nevada Division of Environmental Protection, Bureau of Water Pollution Control, has issued general permit NVR10000 that covers construction activities within the state of Nevada. In order to be covered by the permit, CONTRACTOR shall submit, at no extra cost to OWNER, a Notice of Intent (NOI) and the required filing fee to the Nevada Division of Environmental Protection, Bureau of Water Pollution Control. Further information

and copies of the required (NOI) may be obtained at [NDEP Construction Stormwater Permits](#).

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

STATE OF Nevada
COUNTY OF Lyon } SS

I, Michael J. Grock (Name of party signing this affidavit and the Proposal Form) President (title).
being duly sworn do depose and say: That MKD Construction, 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 City of Carson City 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.

Michael J. Grock
Signature

President
Title

Sworn to before me this 7th day of March, 20 23

(SEAL)



Sharon Scott
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.

Michael J. Grock

Name (please type or print)


Signature

President

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 subawardee 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 205

CHECK ONE:

- ☐ 5 – 8 hour days
☐ 4 – 10 hour days

WAGE COMPARISON WORKSHEET

Project Name Edmonds Sports Complex Location Carson City, NV Date 3/7/2023
Multi-Use Path

Date & Modification of Federal Wage Rates**Date of State Rates**

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base	Fringe	Total	Base	Fringe	Total	Base	Fringe	Total	
	(if applies)		(if applies)		Rate*	Benefit		Rate*	Benefit		Rate	Benefit		SEE NOTES
Operator		8	--	-	38.37	24.80	63.17	46.84	22.18	69.02	46.84	22.18	69.02	
Oper. Foreman		-	-	-	-	-	-	49.58	22.18	71.76	49.58	22.18	71.76	
Laborer		1A	--		27.18	15.02	42.20	27.18	15.48	42.66	27.18	15.63	42.81	
Laborer		4	-		30.55	15.02	45.57	30.55	15.48	46.03	30.55	15.63	46.18	
Cement Mason					37.00	-	37.00	31.44	17.48	48.92	31.44	17.48	48.92	
Notes: The rate to be paid is the union rate for our employees, which is either the same or higher than the State rate. The State rate is higher than Federal for these classifications.														

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over: only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.

Note* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary. **CONTRACTOR SIGNATURE & DATE:**  3/7/2023

Company Name: MKD Construction, Inc.

MKD CONSTRUCTION
20 Stokes Dr
Mound House, NV 89706
Tel: (775) 246-1900
Fax: (775) 246-1986

Ad Proofs

Project Name: Edmonds Sports Complex Multi-Use Path

Contract/Bid #: PWP #CC-2023-196

Awarding Agency: City of Carson City

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 02/24/2023 @ 12:17:56 PM Pacific

Expired On: 03/07/2023 @ 11:59:59 PM Pacific

Message Notifications Sent To: mkd2@att.net

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=56614



MKD CONSTRUCTION

is seeking qualified DBEs

Project Name

Edmonds Sports Complex Multi-Use Path

Bid/Contract

PWP #CC-2023-196

Awarding Agency

City of Carson City

Project Location

Carson City, Carson County, NV

Bid Date

03/07/2023 at 11:00

Project Details

The Project is located in Carson City, Nevada and involves building a new multi-use path. Project length is roughly 2 miles. The job consists of earthwork, demolition of existing concrete flatwork, clearing and grubbing, and asphalt paving. The project will commence in the spring of 2023.

MKD Construction is actively seeking quotes for the following Subcontractors and Material Suppliers: Surveying; Critical Path Schedule; Trucking of Materials; Water Truck Rental; Anti-Graffiti Painting; Chain Link Fencing; Asphalt Paving; PCC Driveway Aprons Type I and Type II; Type 4R Curb Inlets; Minor Traffic Control; Temporary Erosion Control; and Pavement Striping.

Plans and specs can be viewed and downloaded online through Nevada Gov eMarketplace (NGEM) <https://www.ngemnv.com/> ph# 866-277-2645 x 4 support@ionwave.net . Plans are also available at Sierra Contractors Source 775-329-7222 or contact MKD Construction at mkd2@att.net or call 775-246-1900.

MKD Construction is happy to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance of information related to or obtaining plans, specifications and requirements for the work which is provided to DBEs. MKD Construction will also assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from us. We are a union contractor and equal opportunity employer.

Get in Touch

Outreach Coordinator
Sharon Scott

Telephone
(775) 246-1900

Fax
(775) 246-1986

Address
**20 Stokes Dr
Mound House, NV 89706**

[Send Message »](#)

Certification & Assistance

Nevada DBE Program

Free DBE Resources

**Procurement, Capital Access, &
Surety Bond Assistance**

The U.S. Department of Transportation-
supported **Southwest Region SBTRC** helps
DBEs with **Procurement, Capital Access, and
Surety Bond Assistance** - and much more - at
no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 02/24/2023 @ 12:17:56 PM Pacific

Expired On: 03/07/2023 @ 11:59:59 PM Pacific

Published At: http://dbejournal.com/index.php?show_ad=56614&ad_project_name=Edmonds+Sports+Complex+Multi-Use+Path&co_name=MKD+CONSTRUCTION



Outreach Coordinator

Sharon Scott

Contact Information

20 Stokes Dr
Mound House, NV 89706

Telephone

(775) 246-1900

Fax

(775) 246-1986

MKD CONSTRUCTION

is seeking qualified DBEs

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Bid/Contract

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Tweet

Published On: 02/24/2023 @ 12:18:47 PM Pacific

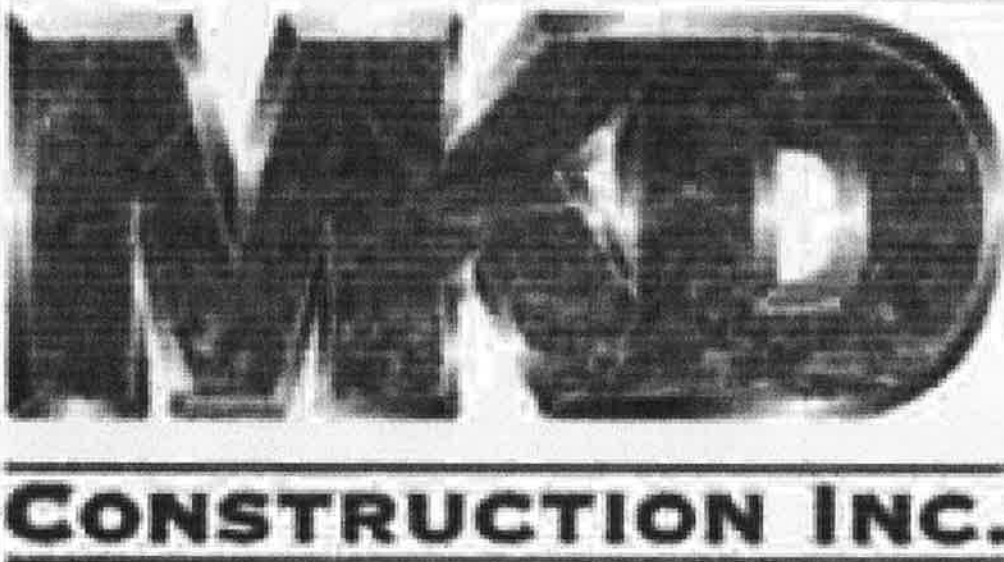
Published At: <https://twitter.com/dbegoodfaith/status/1629214278212374530>

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DB DBEGoodFaith.com
GoodFaith Inc. @dbegoodfaith

Follow

MKD CONSTRUCTION is seeking DBEs in
Carson City -
dbegoodfaith.com/item.php?item_...



12:18 PM - Feb 24, 2023



MKD CONSTRUCTION
20 Stokes Dr
Mound House, NV 89706
Tel: (775) 246-1900
Fax: (775) 246-1986

e-Response Log

Project Name: Edmonds Sports Complex Multi-Use Path

Contract/Bid #: PWP #CC-2023-196

Awarding Agency: City of Carson City

Log Details

- If applicable, this log contains messages sent to MKD CONSTRUCTION regarding this project through the online focus journal advertisement published at https://www.dbegoodfaith.com/good-faith-ad.php?ad_adid=56614&co_name=MKD+CONSTRUCTION
- If applicable, this log contains replies to faxes MKD CONSTRUCTION sent regarding this project sent through DBEGoodFaith.com. Fax recipients use the unique code listed on their fax invitation to reply at www.dbegoodfaith.com/respond.

Company

Message

GREAT BASIN WATER SUPPLY LLC

Tel: 7752259755

Fax:

GREATBASINWATERSUPPLY@GMAIL.COM

Sent on 02/24/2023 - Not bidding, we don't offer the work / supplies needed. Thank you for contacting us about this project. We are interested, however we are not able to commit to any additional spring projects for 2023. Please keep us in mind for future projects starting July-August 23
Diane Ponciano

This message was sent as a reply to the ads / email invite.



March 8, 2023

Ms. Carol Akers
City of Carson City
201 North Carson Street
Suite 2
Carson City, NV 89701

RE: Edmond Sports Complex Multi-Use Path
DBE Good Faith Efforts

Dear Ms. Akers,

This letter is to submit our DBE Good Faith Efforts for the above mentioned project.

MKD Construction requested DBE participation for this project in the following publications:

Publications	Date of Advertisement
DBE Good Faith	2/24/2023
SBA Sub Net	2/24/2023

Both of our DBE advertisements listed three different ways for the DBE to obtain plans and information for the project. We also stated that we would assist DBE's in obtaining bonding, insurance, etc.

The following pages contain our Ad Proofs and Solicitation Log with DBE Good Faith, along with our SBA proof of advertisement and flyer on the SBA website. Also enclosed is MKD Construction's log of DBE contacts and a DBE quote we received that had excessive pricing and therefore was not used.

Respectfully,

Sharon Scott
Office Manager

MKD CONSTRUCTION
20 Stokes Dr
Mound House, NV 89706
Tel: (775) 246-1900
Fax: (775) 246-1986

Solicitation Log

Project Name: Edmonds Sports Complex Multi-Use Path

Contract/Bid #: PWP #CC-2023-196

Awarding Agency: City of Carson City

Log Details

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
A & J PAVING 1490 CHEROKEE TRAIL RENO, NV 89521 Tel: 7758511490 Fax: 7758511491 AJPAVING2@AOL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
A+ CONCRETE & LANDSCAPING LLC 5762 SCULPTOR CT. SUN VALLEY, NV 89433 Tel: 7755446859 Fax: None Listed BEST.CONCRETE.LLC@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
ABSL CONSTRUCTION 29393 PACIFIC ST. HAYWARD, CA 94544 Tel: 5107270900 Fax: 5107270900 DARYL@ABSLCONSTRUCTION.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Bounced
ALL AMERICAN ASPHALT SEALING INC. PO BOX 7295 RENO, NV 89512 Tel: 7757457475 Fax: 7753376864 AAAPAVING96@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
ASPHALT PROTECTORS, INC. 14010 MOUNT ANDERSON STREET RENO, NV 89506 Tel: 7758275666 Fax: 7758273923 BPODNAR@ASPHALTPROTECTORS.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered

BIRD DOG TRUCKING LLC 1030 CROSSWATER DRIVE RENO, NV 89523 Tel: 7753867329 Fax: None Listed BIRDDOGTRUCKINGNV@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
D & D TRANSPORT, LLC P O BOX 885 SPARKS, NV 89432 Tel: 7752233432 Fax: None Listed DUNCAN.DDTRANSPORT@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
DIVINE BLESSINGSZ LLC PO BOX 5004 RENO, NV 89513 Tel: 7753573731 Fax: None Listed INFO@DIVINE.COMMUNITY Cert: DBE	n/a	02/24/2023 01:18 pm PST Bounced
ERA GROUP LLC 1094 BRADLEY BAY AVE HENDERSON, NV 89014 Tel: 7029149659 Fax: 7029149659 ERAENGINEERINGGROUP@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
FENCING SPECIALISTS, INC. 3500 JOHN PETER LEE AVE. NORTH LAS VEGAS, NV 89032 Tel: 7026443750 Fax: 7026446257 TM@FSILV.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered

FIFTY FIFTY TRUCKING, INC 4448 WHITE FISH DR RENO, NV 89511 Tel: 7753134001 Fax: None Listed VBSODERQUIST@SBCGLOBAL.NET Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
FLASH TRAFFIC INC. PO BOX 801360 SANTA CLARITA, CA 91380 Tel: 6612626003 Fax: 6612626099 FLASHWBE@OUTLOOK.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
GREAT BASIN WATER SUPPLY LLC 1271 STALLION COURT, 636 WINTER PL FERNLEY, NV 89408 Tel: 7756250061 Fax: None Listed GREATBASINWATERSUPPLY@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
HANSEN TRUCKING INC. 1195 SERVICE DRIVE, PO BOX 1183 GARDNERVILLE, NV 89410 Tel: 7757828414 Fax: 7757821975 HANSENTRUCKING20@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
K & B TRANSPORTATION LLC 615 SPICE ISLAND DRIVE, #2 SPARKS, NV 89431 Tel: 7753315152 Fax: 7753310739 KBTRANSPORT@SBCGLOBAL.NET Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered

KELLEY EROSION CONTROL, INC 2395-B TAMPA ST. RENO, NV 89512 Tel: 7753227755 Fax: 7753226606 CLAUDIA@KELLEYEROSIONCONTROL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
LEWIS K CONSTRUCTION LLC 7322 S. RAINBOW BLVD, SUITE # 116 LAS VEGAS, NV 89139 Tel: 7022122900 Fax: 7022126765 KEVIN@LEWISK.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
MAPCA SURVEYS, INC. 580 MOUNT ROSE STREET RENO, NV 89509 Tel: 7754322067 Fax: 7754734079 LIZ@MAPCASURVEYS.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
MG BUILDERS LLC PO BOX 14144 RENO, NV 89507 Tel: 7757879125 Fax: None Listed MGBUILDERSLLC@LIVE.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
MULHERN ROSE DBA SAFE SITE DAY & NITE 11500 S EASTERN AVENUE UNIT 150 HENDERSON, NV 89052 Tel: 7252304620 Fax: None Listed SAFESITEDAYANDNITE2021@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered

POWERHOUSE CONSTRUCTION INC. 5250 COGGINS RD RENO, NV 89506 Tel: 7753246999 Fax: None Listed ADMIN@POWERHOUSERENO.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
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PROJECT MANAGEMENT SYSTEMS 776 HORNET DR GARDNERVILLE, NV 89460 Tel: 7757902962 Fax: 7755384333 ERIN.PHILLIPS@CPMSCPM.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Bounced
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RAUL MARTINEZ 1695 COLLINS CIR RENO, NV 89506 Tel: 7754094220 Fax: None Listed MARTINEZLANDSCAPE1@SBCGLOBAL.NET Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
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ROCK SOLID PROJECT SOLUTIONS, INC. 500 S. RANCHO DR., SUITE 7 LAS VEGAS, NV 89106 Tel: 7023257681 Fax: 7024412023 RAQUELFLOYD@ROCK-SOLID-SOLUTIONS.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
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T AND S DVBE, INC. PO BOX 608 ANDERSON, CA 96007 Tel: 5302505875 Fax: 5304662613 TAREN@TANDSDVBE.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
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TRI SAGE CONSULTING 5418 LONGLEY LANE, SUITE A RENO, NV 89511 Tel: 7753361301 Fax: 7753361306 KSCHLICHTING@TRISAGE.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
TUNGSTEN ENGINEERING CONTRACTORS 18214 WEDGE PARKWAY, SUITE 2044 RENO, NV 89511 Tel: 7756222279 Fax: None Listed HEATHER.HELLICKSON@TUNGSTENNV.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
WALKER RIVER CONSTRUCTION, INC. PO BOX 156 SCHURZ, NV 89427 Tel: 7752241883 Fax: 7753130860 GYPSY@WRC-INC.NET Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
WEST COAST FLAGGING & STRIPING, LLC 1101 ELEANOR AVENUE LAS VEGAS, NV 89106 Tel: 7022756074 Fax: None Listed SWTLOUCOLLINS@GMAIL.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered
WILDHORSE INVESTMENTS, INC. 3395 W CHEYENNE AVE, SUITE 106 NO. LAS VEGAS, NV 89032 Tel: 7026885665 Fax: 7026885666 KPERZY@BLACKCANYONNV.COM Cert: DBE	n/a	02/24/2023 01:18 pm PST Delivered

Cert. #	Cert. Type	Company Name	Phone	Email	Address	City	State	Zip
	DBE	MAPCA SURVEYS, INC.	7754322067	LIZ@MAPCASURVEYS.COM	580 MOUNT ROSE STREET	RENO	NV	89509
	DBE	MULHERN ROSE DBA SAFE SITE DAY & NITE	7252304620	SAFESITEDAYANDNITE2021@GMAIL.COM	11500 S EASTERN AVENUE UNIT 150	HENDERSON	NV	89052
	DBE	DIVINE BLESSINGSZ LLC	7753573731	INFO@DIVINE.COMMUNITY	PO BOX 5004	RENO	NV	89513
	DBE	BIRD DOG TRUCKING LLC	7753867329	BIRDDOGTRUCKINGNV@GMAIL.COM	1030 CROSSWATER DRIVE	RENO	NV	89523
	DBE	FIFTY FIFTY TRUCKING, INC	7753134001	VBSODERQUIST@SBCGLOBAL.NET	4448 WHITE FISH DR	RENO	NV	89511
	DBE	T AND S DVBE, INC.	5302505875	TAREN@TANDSDVBE.COM	PO BOX 608	ANDERSON	CA	96007
	DBE	LEWIS K CONSTRUCTION LLC	7022122900	KEVIN@LEWISK.COM	7322 S. RAINBOW BLVD, SUITE # 116	LAS VEGAS	NV	89139
	DBE	MG BUILDERS LLC	7757879125	MGBUILDERSLLC@LIVE.COM	PO BOX 14144	RENO	NV	89507
	DBE	PROJECT MANAGEMENT SYSTEMS	7757902962	ERIN.PHILLIPS@CPMSCPM.COM	776 HORNET DR	GARDNER	NV	89460
	DBE	ALL AMERICAN ASPHALT SEALING INC.	7757457475	AAAPAVING96@GMAIL.COM	PO BOX 7295	RENO	NV	89512
	DBE	TUNGSTEN ENGINEERING CONTRACTORS	7756222279	HEATHER.HELLICKSON@TUNGSTENNV.COM	18214 WEDGE PARKWAY, SUITE 2044	RENO	NV	89511
	DBE	TRI SAGE CONSULTING	7753361301	KSCHLICHTING@TRISAGE.COM	5418 LONGLEY LANE, SUITE A	RENO	NV	89511
	DBE	ASPHALT PROTECTORS, INC.	7758275666	BPODNAR@ASPHALTPROTECTORS.COM	14010 MOUNT ANDERSON STREET	RENO	NV	89506
	DBE	ERA GROUP LLC	7029149659	ERAENGINEERINGGROUP@GMAIL.COM	1094 BRADLEY BAY AVE	HENDERSON	NV	89014
	DBE	FENCING SPECIALISTS, INC.	7026443750	TM@FSILV.COM	3500 JOHN PETER LEE AVE.	NORTH LAS VEGAS	NV	89032
	DBE	K & B TRANSPORTATION LLC	7753315152	KBTRANSPORT@SBCGLOBAL.NET	615 SPICE ISLAND DRIVE, #2	SPARKS	NV	89431
	DBE	KELLEY EROSION CONTROL, INC	7753227755	CLAUDIA@KELLEYEROSIONCONTROL.COM	2395-B TAMPA ST.	RENO	NV	89512
	DBE	D & D TRANSPORT, LLC	7752233432	DUNCAN.DDTRANSPORT@GMAIL.COM	P O BOX 885	SPARKS	NV	89432
	DBE	RAUL MARTINEZ	7754094220	MARTINEZLANDSCAPE1@SBCGLOBAL.NET	1695 COLLINS CIR	RENO	NV	89506
	DBE	FLASH TRAFFIC INC.	6612626003	FLASHWBE@OUTLOOK.COM	PO BOX 801360	SANTA CLAY	CA	91380
	DBE	WALKER RIVER CONSTRUCTION, INC.	7752241883	GYPSY@WRC-INC.NET	PO BOX 156	SCHURZ	NV	89427
	DBE	A & J PAVING	7758511490	AJPAVING2@AOL.COM	1490 CHEROKEE TRAIL	RENO	NV	89521
	DBE	A+ CONCRETE & LANDSCAPING LLC	7755446859	BEST.CONCRETE.LLC@GMAIL.COM	5762 SCULPTOR CT.	SUN VALLEY	NV	89433
	DBE	ABSL CONSTRUCTION	5107270900	DARYL@ABSLCONSTRUCTION.COM	29393 PACIFIC ST.	HAYWARD	CA	94544
	DBE	POWERHOUSE CONSTRUCTION INC.	7753246999	ADMIN@POWERHOUSERENO.COM	5250 COGGINS RD	RENO	NV	89506
	DBE	ROCK SOLID PROJECT SOLUTIONS, INC.	7023257681	RAQUELFLOYD@ROCK-SOLID-SOLUTIONS.COM	500 S. RANCHO DR., SUITE 7	LAS VEGAS	NV	89106
	DBE	WEST COAST FLAGGING & STRIPING, LLC	7022756074	SWTLOUCOLLINS@GMAIL.COM	1101 ELEANOR AVENUE	LAS VEGAS	NV	89106
	DBE	WILDHORSE INVESTMENTS, INC.	7026885665	KPERZY@BLACKCANYONNV.COM	3395 W CHEYENNE AVE, SUITE 106	NO. LAS VEGAS	NV	89032
	DBE	HANSEN TRUCKING INC.	7757828414	HANSENTRUCKING20@GMAIL.COM	1195 SERVICE DRIVE, PO BOX 1183	GARDNER	NV	89410
	DBE	GREAT BASIN WATER SUPPLY LLC	7756250061	GREATBASINWATERSUPPLY@GMAIL.COM	1271 STALLION COURT, 636 WINTER PL	FERNLEY	NV	89408

Work Type 1

541370 - SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

561990 - FLAGGING (I.E., TRAFFIC CONTROL) SERVICES

238910 - CONSTRUCTION EQUIPMENT (EXCEPT CRANE) RENTAL WITH OPERATOR

238910 - CONSTRUCTION EQUIPMENT (EXCEPT CRANE) RENTAL WITH OPERATOR

238910 - CONSTRUCTION EQUIPMENT (EXCEPT CRANE) RENTAL WITH OPERATOR; 484220 - DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)

238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS; 324121 - TAR AND ASPHALT PAVING MIXTURES MADE FROM PURCHASED ASPHALTIC MATERIALS; 423320 - BRICK, STONE, AND RELATED CONSTRUCTION

236115 - HOUSING, SINGLE-FAMILY, CONSTRUCTION GENERAL CONTRACTORS; 236116 - HOUSING, MULTIFAMILY, CONSTRUCTION GENERAL CONTRACTORS; 236118 - ADDITION, ALTERATION AND RENOVATION

236115 - HOME BUILDERS (EXCEPT FOR-SALE), SINGLE-FAMILY; 236117 - HOME BUILDERS, FOR-SALE; 236118 - ADDITION, ALTERATION AND RENOVATION (I.E., CONSTRUCTION), RESIDENTIAL BUILDING;

541519 - OTHER COMPUTER RELATED SERVICES; 541611 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES; 611420 - COMPUTER TRAINING

237310 - PAINTING TRAFFIC LANES OR PARKING LOTS; 238990 - ASPHALT COATING AND SEALING, RESIDENTIAL AND COMMERCIAL PARKING LOT AND DRIVEWAY; 425120 - WHOLESALE TRADE AGENTS / BROKERS

237310 - CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE; 237310 - CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION; 237310 - GRADING, HIGHWAY, ROAD, STREET AND DRIVEWAY

237130 - POWER AND COMMUNICATION LINE AND RELATED STRUCTURES CONSTRUCTION; 541330 - ENGINEERING SERVICES; 541360 - GEOPHYSICAL MAPPING SERVICES; 541360 - GEOPHYSICAL SURVEYING

237310 - ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK); 324121 - ASPHALT PAVING BLOCKS MADE FROM PURCHASED ASPHALTIC MATERIALS; 325510 - PAINT AND COATING MANUFACTURING

541330 - ENGINEERING SERVICES; 541611 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

238990 - CHAIN LINK FENCE INSTALLATION; 238990 - FENCE INSTALLATION (EXCEPT ELECTRONIC CONTAINMENT FENCING FOR PETS); 238990 - FENCING CONTRACTORS (EXCEPT ELECTRONIC CONTAINMENT FENCING)

238910 - EQUIPMENT RENTAL (EXCEPT CRANE), CONSTRUCTION, WITH OPERATOR; 484110 - GENERAL FREIGHT TRUCKING, LOCAL; 484220 - DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)

541620 - ENVIRONMENTAL CONSULTING SERVICES; 561730 - HYDROSEEDING SERVICES (E.G., DECORATIVE, EROSION CONTROL PURPOSES); 561730 - LANDSCAPING SERVICES

238910 - EQUIPMENT RENTAL (EXCEPT CRANE), CONSTRUCTION, WITH OPERATOR; 484220 - DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL); 488510 - FREIGHT TRANSPORTATION ARRANGEMENT

221310 - WATER SUPPLY AND IRRIGATION SYSTEMS; 238140 - MASONRY CONTRACTORS; 238910 - SITE PREPARATION CONTRACTORS; 238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS; 561730 - LANDSCAPING SERVICES

238990 - ALL OTHER SPECIALTY TRADE CONTRACTORS

236220 - COMMERCIAL BUILDING CONSTRUCTION GENERAL CONTRACTORS; 237110 - WATER TREATMENT PLANT CONSTRUCTION; 237990 - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION; 541330 - ENGINEERING SERVICES

237310 - PARKING LOT MARKING AND LINE PAINTING; 238990 - DRIVEWAY PAVING OR SEALING; 238990 - PARKING LOT PAVING AND SEALING; 484220 - DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)

237310 - CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK); 237310 - CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION; 238110 - CONCRETE FINISHING;

238110 - POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS; 238120 - STRUCTURAL STEEL ERECTING OR IRON WORK CONTRACTORS; 238120 - STRUCTURAL STEEL AND PRECAST CONCRETE

238110 - CONCRETE POURING; 238110 - RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION; 238910 - BACKFILLING, CONSTRUCTION; 238910 - DEMOLITION CONTRACTORS

541614 - PRODUCTION PLANNING AND CONTROL CONSULTING SERVICES

561790 - PRESSURE WASHING (E.G., BUILDINGS, DECKS, FENCES); 561990 - FLAGGING (I.E., TRAFFIC CONTROL) SERVICES; 561990 - ALL OTHER SUPPORT SERVICES

115112 - SOIL PREPARATION, PLANTING, AND CULTIVATING; 221310 - WATER SUPPLY AND IRRIGATION SYSTEMS; 561730 - HYDROSEEDING SERVICES (E.G., DECORATIVE, EROSION CONTROL PURPOSES);

484110 - GENERAL FREIGHT TRUCKING, LOCAL; 484220 - DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL); 488510 - FREIGHT TRANSPORTATION ARRANGEMENT

238910 - EQUIPMENT RENTAL (EXCEPT CRANE), CONSTRUCTION, WITH OPERATOR

Work Type 2

LAND SURVEYING SERVICES & PHOTOGRAMMETRY (AERIAL MAPPING)

TRAFFIC CONTROL - FLAGGING SERVICES

WATER TRUCK SERVICES

CONSTRUCTION TRUCKING - CONTRACT NON-POTABLE WATER TRUCK

DIRT AND WATER HAULING. OWNS 2 WATER TRUCKS & 1 SUPER-10.

TRAFFIC CONTROL (SETTING CONES, DELINEATORS, LANE ROUTING, FLAGGING ROADWAY CLOSURES, CONSTRUCTION SITES PILOT CAR TRAFFIC CONTROL); PROVIDES WATER TRUCK SERVICES FOR CONST
TENANT IMPROVEMENTS, BUILDING CONSTRUCTION, SIGN ERECTION, ASPHALT SEALING AND COATING, PAVEMENT STRIPING

GENERAL CONTRACTOR (RESIDENTIAL/COMMERCIAL) INCLUDING LOW VOLTAGE ELECTRICAL, LANDSCAPING, DUMP TRUCKING, AND STEEL AND PREFABRICATED METAL STRUCTURES INSTALLATION.; ; 1

CONSTRUCTION PROJECT SCHEDULING AND MANAGEMENT USING CRITICAL PATH METHOD, SOFTWARE TRAINING, CLAIM PRESENTATION, EXPERT WITNESS.

ASPHALT SEALING & COATING, AND PAVEMENT STRIPING. PAVING STREETS, DRIVEWAYS & PARKING LOTS. ; 2/22/22 NAICS EXPANSION ADDED: 425120 WHOLESALE BROKER PAINT MATERIALS. ADDED
EXCAVATING, UNDERGROUND UTILITIES, PAVING, TRUCKING/HAULING

CONSULTING AND ENGINEERING SERVICES TO THE UTILITIES INDUSTRIES AND OTHER ORGANIZATIONS AND GOVERNMENT AGENCIES THAT ARE DEVELOPING PUBLIC WORK PROJECTS.

THE FIRM PROVIDES ASPHALT PAVING, ASPHALT MAINTENANCE, SEALCOATING, CRACK FILLING, LINE STRIPING, CRACK FILL PRODUCTS, SMALL PAVING TOOLS, MANUFACTURES SEALANT, SUPPLY GRAFFTI
CIVIL STRUCTURAL, ENGINEERING SCHEDULING & CONSTRUCTION MANAGEMENT.

FENCING INSTALLATION; TEMPORARY FENCING FOR CONSTRUCTION SITES; AUTOMATIC GATES; GUARDRAIL INSTALLATION & REMOVAL

TRUCKING/HAULING AGGREGATE MATERIALS AND HEAVY EQUIPMENT TRANSPORT, WATER TRUCK RENTAL WITH OPERATOR.; ; EQUIPMENT LIST.; 3 SEMI TRACTORS; 10 WHEEL TRACTOR; 2 TRANSFER 1

EROSION CONTROL, REVEGETATION, HYDROSEEDING, DUST CONTROL, ENVIRONMENTAL CONSULTING, AND LANDSCAPING.

DUMP TRUCKING OF AGGREGATE MATERIALS, WATER TRUCK RENTAL WITH OPERATOR. 488510 FREIGHT TRANSPORTATION AGRRANGEMENT/FREIGHT LOGISTICS BROKERAGE ; ; EQUIPMENT LIST ; TR
LANDSCAPE SERVICES ; CONCRETE CONTRACTING

TRAFFIC CONTROL

WATER TREATMENT PLANT CONSTRUCTION, COMMERCIAL CONSTRUCTION, CONSTRUCTION SURVEYING, GENERAL CONTRACTOR.

SEALING, PAVING, STRIPING, DUMP TRUCKING

FULL SPECTRUM OF CONCRETE WORK; DRIVEWAYS, SIDEWALKS, CURB & GUTTER, POOL DECKS, PATIOS

TRAFFIC SERVICES, ASPHALT CONCRETE, PLANNING, AND PAVEMENT GRINDING.

GENERAL ENGINEERING, CONCRETE, LANDSCAPING, MATERIAL HAULING, WATER TRUCK SERVICES

CONSTRUCTION CONSULTING COMPANY SPECIALIZING IN PROJECT CONTROLS (COSTS ESTIMATING, DELAYS, SCHEDULING)

FLAGGING, TRAFFIC CONTROL

LANDSCAPE CONTRACTORS; IRRIGATION REMOVAL; SALVAGE AND TRANSPLANT OF NATIVE VEGETATION AND SITE IMPROVEMENTS; DECORATIVE ROCK; RIP RAP AND BOULDERS; SEGMENTED AND BOL
TRUCKING, DUMP TRUCKING AND SNOW HAULING

CONTRACT WATER SUPPLY FOR DUST SUPPRESSION ON ROAD AND HIGHWAY CONSTRUCTION; ; 4 WATER TRUCKS (REV. 4/29/2021): ; ; 1. 2015 WESTERN STAR 4700; 2. 2006 PETERBILT 379; 3. 2005 PET

Selected For	Email Send Date & Time	Email Deliv eResponse	Your Comments
survey	2/24/2023 13:18	Delivered	
traffic control;flagg	2/24/2023 13:18	Delivered	
truck	2/24/2023 13:18	Bounced	
water truck	2/24/2023 13:18	Delivered	
water truck	2/24/2023 13:18	Delivered	
traffic control	2/24/2023 13:18	Delivered	
coating	2/24/2023 13:18	Delivered	
truck;concrete;pav;curb	2/24/2023 13:18	Delivered	
schedul	2/24/2023 13:18	Bounced	
asphalt;pav;strip;driveway;paint;truck	2/24/2023 13:18	Delivered	
pav;truck;concrete;asphalt;driveway	2/24/2023 13:18	Delivered	
survey	2/24/2023 13:18	Delivered	
asphalt;pav;strip;paint	2/24/2023 13:18	Delivered	
schedul	2/24/2023 13:18	Delivered	
fenc	2/24/2023 13:18	Delivered	
truck	2/24/2023 13:18	Delivered	
erosion	2/24/2023 13:18	Delivered	
truck	2/24/2023 13:18	Delivered	
concrete	2/24/2023 13:18	Delivered	
traffic control	2/24/2023 13:18	Delivered	
survey	2/24/2023 13:18	Delivered	
pav;strip;truck;paint;driveway	2/24/2023 13:18	Delivered	
concrete;driveway;curb;pav	2/24/2023 13:18	Delivered	
asphalt;concrete;pav	2/24/2023 13:18	Bounced	
concrete;truck	2/24/2023 13:18	Delivered	
schedul	2/24/2023 13:18	Delivered	
fenc	2/24/2023 13:18	Delivered	
erosion	2/24/2023 13:18	Delivered	
truck	2/24/2023 13:18	Delivered	
truck	2/24/2023 13:18	Delivered	

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.: CC#P03518008

Contractor: MKD Construction, Inc.

Project No(s): NDOT #742375 FED #TAP-580-1(034)

Address: 20 Stokes Drive
Mound House, NV 89706

Total Bid Amount \$ 1,724,777.00

Contract DBE Goal: 7% %.

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/SBE 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
K & B Transportation 615 Spice Island Dr., Sparks, NV 89431	775-331-5152	1.10, 1.11, 1.15 1.16 & 1.17	23,000.00	NV20235691 NUCP	Partial Trucking
MAPCA SURVEORS 580 Mt. Rose St., Reno, NV 89509	775-432-2067	1.3	38,000.00	38559	Surveying

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

61,000.00

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): \$ 61,000.00

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 3,536.00 %

*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.

3/7/2023

Contractor's Signature

Date

Telephone No. 775-246-1900



*Surface Prep
& Maintenance*

Waterblasting & Sealcoating

4430 Bennie Lane, Reno, Nevada 89512
Phone: (775) 823-7882 Fax: (775) 358-7362
General email: surfacepandm@gmail.com

TRUCKING AND MATERIAL PROPOSAL

February 28, 2023

CC-2023-196 (Carson City Edmonds Sports Complex Multi-Use Path)

Engineer's estimate: \$1,260,000.00

DBE requirement: 6.5% (\$81,900.00)

To: MKD Construction
Attn: Estimating Department
Email: mkd2@att.net

Surface Prep & Maintenance offers the following pricing for this project. You are welcome to use any reasonable amount of our material sales and/or trucking services to assist you in meeting your project needs and the DBE requirement. Please contact us if you need us to work with you on costs, logistics, fleet commitment, subcontracting to expand DBE credit eligibility or other issues that may affect your job build.

A. TRUCKING RATES:

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
------------------	--------------------

Belly Dump Train	\$193.00 (5 available)
Super Dump (6 axle)	\$175.00 (10 available)
End Dump (5 axle)	\$167.00 (3 available)
Triple Transfer	\$197.00 (4 available)

Trucks will be owned/leased by SPM and operated by drivers SPM employs will be (100% DBE credit, 49 CFR 26.55(d)) or subcontracted in accordance with NDOT regulations (full DBE credit available for subcontracted trucks in accordance with 49 CFR 26 and NDOT regulations.) Within a reasonable time prior to each phase of work, the contractor must coordinate with SPM the number and type of trucks, and the approximate length of time the equipment will be needed.

Notes:

1. All prices are subject to a fuel surcharge. The hourly rate will increase by 1% for every ten-cent increase over \$3.50/gallon, based on the California average published weekly by the U.S. Department of Energy, West Coast Region.
2. All hourly rates based on the prevailing wage rates as required by NDOT and Davis-Bacon.

3. Night work requires an 8-hour minimum and an additional \$20 per hour.
4. Overtime rates will apply to shifts over 8 hours and on weekends.

B. MATERIAL PRICES: The following material is offered, delivery to contractor's Carson City area jobsite included. The pricing is based on an average delivery of 21 tons per truck (super dump).

Seq #	Unit	Qty.	Description	Price/Unit	Total Price
	ton	5,280	Class A, Type II Base	23.86	\$125,980.80

Notes:

1. Price is delivered to contractor's designated plant in the Carson City area. Includes 20 minutes of loading time and 20 minutes of unloading time, stand-by time will be billed at \$110 per hour in 15-minute increments.
2. Pricing is good through December, 2024.
3. All pricing excludes any sales, use or other state or federal tax, SPM sales tax permit will be provided upon request.
4. The contractor will be entitled to 60% of the total cost of materials purchased from SPM (49 CFR 26.55(e))(SPM negotiates price, determines quality and quantity (if applicable to particular job), orders material, installs material (where applicable), and pays for material without assistance from a general contractor).

Disadvantaged Business Enterprise Certification and License Information:

Nevada DBE certification no. NV20365401NUCP

Nevada contractor license #0077645

Nevada Sales Tax Permit #1016083319-002

California DBE firm no. 43293

California contractor license #980872

California Public Works Contractor Registration No. 1000001338

DBE Certified NAICS Codes: 237310, 238990, 423320, 484110, 484220, 484230

K & B Transportation, LLC

P.O. Box 50052

Sparks, NV 89435

(775) 331-5152

Mobile (775) 720-9614

Fax (775) 331-0739

Contacts: Trudi "Sam" Bush or Joe Bush

Email: kbtransport@sbcglobal.net

MC326156-P

U.S. DOT 705311

March 8, 2023

Carson City Purchasing and Contracts
201 North Carson Street, Suite 2
Carson City, NV 89701

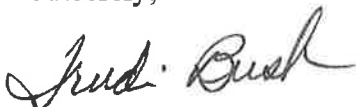
Re: DBE Commitment Letter
Edmonds Sports Complex Multi-Use Path
Bid #23300289 PWP# CC-2023-196

To Whom It May Concern:

This letter is confirming our participation on the Edmonds Sports Complex Multi-Use Path project. K & B Transportation, LLC agrees to perform work with MKD Construction providing labor and equipment to perform trucking services for the project as an DBE. The dollar amount agreed upon between K & B Transportation, LLC and MKD Construction is a minimum of \$23,000.00.

K & B Transportation LLC is in good standing and registered as an DBE.

Sincerely,



Trudi Bush
Managing Member



3.8.2023

Saied Ghodsi
MKD Construction
20 Stokes Drive
Mound House, NV 89706

Re: DBE Commitment Letter
Edmonds Sports Complex Multi-Use Path
PWP# CC-2023-196
Carson City, NV

To Whom it May Concern:

MAPCA SURVEYS, Inc., 580 Mount Rose Street, Reno, NV 89509, is a certified Disadvantaged Business Enterprise in the State of Nevada. MAPCA SURVEYS is partnering with MKD Construction (MKD) to provide surveying services. MAPCA SURVEYS commits to perform a certain percentage (\$38,000) of the total dollar value of the negotiated agreement between MKD and Carson City.

Sincerely,
MAPCA SURVEYS, INC.

A handwritten signature in blue ink, appearing to read 'Guillermo Carey'.

Guillermo (Bill) Carey, PLS
Principal

DBE Certificate No. NV2014865NUCP

MKD CONSTRUCTION, INC.
DBE GOOD FAITH EFFORT (GFE)
CITY OF CARSON CITY
EDMONDS SPORTS COMPLEX MULTI-USE PATH
BID OPENS - MARCH 8, 2023 @ 11:00 AM

DBE CONTRATOR	CONTACT	ADDRESS	PHONE NO.	E-MAIL	SERVICE	FORM OF CONTACT
K & B TRANSPORTATION, LLC	TRUDI BUSH	615 SPICE ISLAND DR #2 SPARKS, NV 89431	(775) 331-5152	kbtransport@sbcgloal.net	TRUCKING	1). 2/21/2023 @ 10:35 AM - SHARON CALLED SAM TO EXTEND AN INVITATION TO BID TO US. SHE SAID YES, THEY ARE BIDDING AND SHE WILL SEND QUOTE, WHICH SHE DID ON 3/6/2023.
MAPCA SURVEYS, INC.	BILL CAREY	9498 DOUBLE R BLVD., STE B RENO, NV 89521	(775) 842-2421	carey@mapcasurveys.com	SURVEYING	1). 2/27/2023 @ 10:18 AM - SAIED SENT AN INVITATION TO BID VIA EMAIL. 3/2/2023 BILL REPLIED YES AND ASKED FOR SPECS, WHICH SAIED SENT TO HIM ON 3/2/23. 2). 3/7/2023 BILL SENT QUOTE, COMMITMENT LETTER AND PROJECT WORKFORCE SHEET
TUNGSTEN ENGINEERING CONTRACTORS	HEATHER HELICKSON	5470 KIETZKE LANE #337 RENO, NV 89511	(775) 686-6917	Heather.Hellickson@tungstennv.com	GENERAL ENGINEERING CONTRACTOR	1). 2/21/2023 @ 10:40:00 AM - SHARON CALLED HEATHER AND LEFT A VOICE MAIL WITH AN INVITATION TO BID. NO REPLY. 2/28/2023 @ 10:06 SHARON EMAILED HEATHER WITH ANOTHER INVITATION TO BID. NO REPLY.

(6 unread) - mkd2@att.net - AT... x DB: Good Faith Documentation | DB... x ad-proofs-56614.pdf x SBA SubNet x +

eweb1.sba.gov/subnet/dsp_welcome.cfm?home=yes

United Weavers Affil... Huddle-Up Manual... slideshow on windo... TSheets :: Getting S... Join Sam's Club for... SCS Login SAM.gov | Search Other bookmarks

Skip Navigation Accessibility Options

Exit Help

SBA SubNet Advanced Search SB Opportunities Post-Modify Disclaimers Resources

Welcome MICHAEL GROCK

Edit Solicitation

This Solicitation has been posted successfully. Click List of Sol/NSS below to choose another function.

Note: Fields with asterisk are required fields.
This field can be edited.

***Business Name:** MKD CONSTRUCTION, INC.

***Solicitation :** SOL-EDMONDS SPORTS COMPLEX 030723

Division/Department:

***What Type of Business are you looking for? (Check all that apply.)**
To add, edit and delete Business Types please email Subnet@SBA.gov

- ☒ Women-Owned Small Business
- ☒ Disadvantaged Business Enterprise (DBE)
- ☒ Small Business with Top Secret Security Clearance/Sensitive Compartmented Information (TS/SCI)

***Solicitation POC**

***First Name:** Michael

***Last Name:** Grock

***Preferred Means of Communication:**

☐ Phone ☐ Email ☒ Both

Phone: 775-246-1900

Ext:

Fax:

Email: mkd2@att.net

***Place of Performance**

FirstGov > E-Gov > Regulations.gov > White House

Privacy & Security Information Quality FOIA No Fear Act ADA

Session timeout in 30 minutes.

Type here to search

38°F 12:25 PM 2/27/2023

MKD CONSTRUCTION, INC.

20 STOKES DRIVE
MOUND HOUSE, NEVADA 89706
PHONE (775) 246-1900
FAX (775) 246-1986
EMAIL: mkd2@att.net

MKD CONSTRUCTION, INC. is actively seeking qualified DBE Subcontractors and Suppliers for the following project, located in Carson City, Nevada:

EDMONDS SPORTS COMPLEX MULTI-USE PATH

LOCATION: *The site of the work is located within the City of Carson City, Nevada.*

PROJECT DESCRIPTION: *The project involves building a new multi-use path, approximately two miles.*

BID DATE: *March 7, 2023 11:00 A.M.*

ESTIMATOR: *Michael Grock - mkd2@att.net*

SUBCONTRACTORS/SUPPLIERS NEEDED:

Critical Path Schedule

Water Truck Rental

Chain Link Fencing

Type 4R Curb Inlets

Temporary Erosion Control

PCC Driveway Aprons,

Type I and Type II

Trucking of Materials

Anti-Graffiti Painting

Asphalt Paving

Minor Traffic Control

Pavement Striping.

Plans and Specs can be viewed and downloaded online through Nevada Gov eMarketplace (NGEM) at <https://www.ngemnv.com>, phone # 866-277-2645 ext. 4 or email support@ionwave.net. Plans are also available at Sierra Contractors Source 775-329-7222 or contact MKD Construction at mkd2@att.net or call 775-246-1900.

MKD IS HAPPY TO ASSIST INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT OR INSURANCE. WE ARE A UNION CONTRACTOR AND EQUAL OPPORTUNITY EMPLOYER.



STAFF REPORT

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

Meeting Date: May 10, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding the submission of a Federal Fiscal Year (“FFY”) 2023 Safe Streets and Roads for All (“SS4A”) grant application to the United States Department of Transportation (“USDOT”) to update the Carson City Safe Routes to School Master Plan (“Project”) for \$125,000, with \$100,000 coming from the SS4A program and the remaining \$25,000 coming from a 20% local match.

Staff Summary: USDOT is currently requesting FFY 2023 SS4A discretionary grant applications, which must be submitted no later than July 10, 2023. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development and implementation of safety plans focused on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. Staff is seeking approval to submit a FFY 2023 SS4A grant application to the USDOT in the amount of \$125,000 for the Project.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the submission of the grant application as presented.

Background/Issues & Analysis

USDOT has announced the opportunity for metropolitan planning organizations and local governments to apply for the available \$1.177 billion in discretionary grant funding through the SS4A program. SS4A is a grant program within the Infrastructure Investment and Jobs Act (“IIJA”). FFY 2023 SS4A grant funding will be awarded on a competitive basis and will be evaluated based on proposed projects’ ability to carry out an approved Safety Action Plan. Eligible projects under SS4A include applying for low-cost safety implementation projects, planning projects, and demonstration projects.

In 2020, the Carson City Regional Transportation Commission approved the Carson City Safe Routes to School Master Plan (“Master Plan”). The Project would use SS4A funds to update the Master Plan to:

- Incorporate Carson High School into the Master Plan. Prior to the passage of the IIJA, high schools were not eligible for Safe Routes to School Funding.
- Incorporate other schools including those located in the Stewart Colony of the Washoe Tribe.
- Update the Master Plan by bringing it into full compliance with current Safety Action Plan requirements.

The Project was identified based on the following:

- Input received from the USDOT regarding the Master Plan. Staff met with USDOT staff following an unsuccessful grant application for the Empire Elementary School Project in FFY 2022. USDOT identified ways to improve the Master Plan to be more compliant with Safety Action Plan requirements.
- Changes to federal law. The IIJA allows high schools to participate in the Safe Routes to School program. The IIJA was passed in 2021.
- The need to update the Master Plan to incorporate additional schools in Carson City, including those in the tribal colonies.
- Coordination with other ongoing safety projects and plans. CAMPO is beginning the process of developing a local road safety plan. In addition, various other studies are being conducted in the region. An update to the Master Plan ensures regional consistency and collaboration.
- Increased opportunities for federal funding for a variety of community projects.

The minimum application amount for planning grants under the SS4A program is \$100,000. SS4A grant funds require a 20% local match. The City's Project grant application is for \$125,000, with 80% (\$100,000) coming from the SS4A program and a 20% local match (\$25,000) coming from the Regional Transportation Fund, Safety Improvements Project. The Project funding will be for planning only. The tentative date of Project completion is 2025, pending grant execution.

If approved, staff will complete and submit the application in advance of the July 10, 2023 deadline. The complete FFY 2023 SS4A Grant Notice of Funding Opportunity can be found at: <https://www.transportation.gov/grants/ss4a/fy23-nofo>

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, Fund Name, Account Name / Account Number: For Revenues: Regional Transportation Fund, Federal Grants / 2503082-431010. For Expenses: Regional Transportation Fund, Capital Improvements / 2503035-507010, Safety Improvements Project #P303517008 in Fiscal Year 2024. If approved and awarded, a grant number will be established for this Project.

Is it currently budgeted? ☐ Yes ☒ No

Explanation of fiscal impact: If approved, the total estimated local match would be approximately \$25,000 for the total Project of \$125,000. The federal share of Project costs for which an expenditure is made under the SS4A grant program may not exceed 80% with a 20% minimum local match. The local match will be transferred from the Regional Transportation Fund, Safety Improvements Project # P303517008 to the new grant number. If approved and awarded the grant revenue and capital project expense budgets will be augmented by \$100,000 and \$125,000, respectively.

Alternatives

Direct staff not to apply for the SS4A grant or provide alternate direction.

Supporting Material

-Exhibit-1: FFY 2023 SS4A Fact Sheet

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

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S | S SAFE STREETS AND ROADS FOR ALL 4 | A (SS4A) FACT SHEET

What is this program and its goal?

The Bipartisan Infrastructure Law (BIL) establishes the new Safe Streets and Roads for All (SS4A) discretionary program that will provide \$5-6 billion in grants over the next 5 years. Funding supports regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the Department's [National Roadway Safety Strategy](#) and a goal of zero deaths and serious injuries on our nation's roadways.

Who is eligible to apply?

- Metropolitan planning organizations;
- Counties, cities, towns, and other special districts that are subdivisions of a State;
- Federally recognized Tribal governments

What kind of activities are eligible?

- Develop or update a "Comprehensive Safety Action Plan" or Action Plan (e.g., Vision Zero plans).
- Conduct planning, design, and development activities in support of an Action Plan.
- Carry out projects and strategies identified in an Action Plan. Illustrative examples of projects and strategies could include but are not limited to:
 - **Implementing improvements** along an expanded multimodal network of reconfigured roads with separated bicycle lanes and improved safety features for pedestrian crossings.
 - **Applying low-cost safety treatments** such as rumble strips, wider edge lines, flashing beacons, and better signage along high-crash rural corridors.
 - **Conducting speed management projects** such as implementing traffic calming road design changes and setting appropriate speed limits for all road users.
 - **Installing safety enhancements** such as safer pedestrian crossings, sidewalks, and additional lighting for people walking, rolling, or using mobility assistive devices.
 - **Addressing alcohol-impaired driving** along key corridors through education, outreach, and publicized sobriety checkpoints on weekends and holidays.
 - **Making street design changes** informed by culturally competent education and community outreach.
 - **Creating safe routes to school and public transit services** through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.

When can I apply for funding?

A Notice of Funding Opportunity (NOFO) is was released in the **spring of 2023**.

Grant Types?

The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies. The SS4A program provides funding for two types of grants:

- Planning and Demonstration Grants provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Planning and Demonstration Grants also fund supplemental planning and/or demonstration activities that inform the development of a new or existing Action Plan. The Department encourages including demonstration activities in an application.
- Implementation Grants provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies can be infrastructure, behavioral, and/or operational activities. Implementation Grants may also include demonstration activities, supplemental planning, and project-level planning, design, and development. Applicants must have an eligible Action Plan to apply for Implementation Grants. The Department encourages including demonstration activities in an application.

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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: May 10, 2023
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: May 4, 2023
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of March 2023**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	0	367
Pot Holes Repaired	614	1103

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	4	151
Tree Removal	0	13
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	1,705	2,175
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	4,670

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	2	124
Curb & Gutter (linear feet)	69	671
Sidewalk & Flat Work (sq/ft)	0	4,721
Wheel Chair Ramps	0	1
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	280	1125
Shoulder Work on Asphalt Roads (feet)	3,225	8,175
Debris Cleaned	3	31

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	150	3,755
Lineal foot of ditch cleared	4,964	11,971
Pipe Hydro Flushed (linear feet)	248	997

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	165	4,378

Material Picked Up (yards)	163	1,849
City Parking Lots Swept	0	32

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	27	236
Bins Hauled for Sweeping Operation (yards)	27	198
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	36
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	32	295
Signs Replaced	30	155
Sign Post Replaced	14	58
Signs Refurbished/Replaced due to Graffiti Damage	5	124
Delineators Replaced	23	97
Cross Walks Painted	0	144
Stop Bars Painted	0	116
Yield Bars Painted	0	67
Right Arrows Painted	0	16
Left Arrows Painted	0	83
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	70
Curb Painted (linear feet)	0	2416

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	4	39
Sand/Salt mixture applied (Yards)	233	1859.25
Brine mixture applied (Gallons)	649	31233
Rain Event/Flood Control	3	6
Drainage Inlets Cleared	955	2309
Material removed from S/D system	13.8	135.55
Wind	0	0



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: May 10, 2023

Time Requested: 10 Minutes

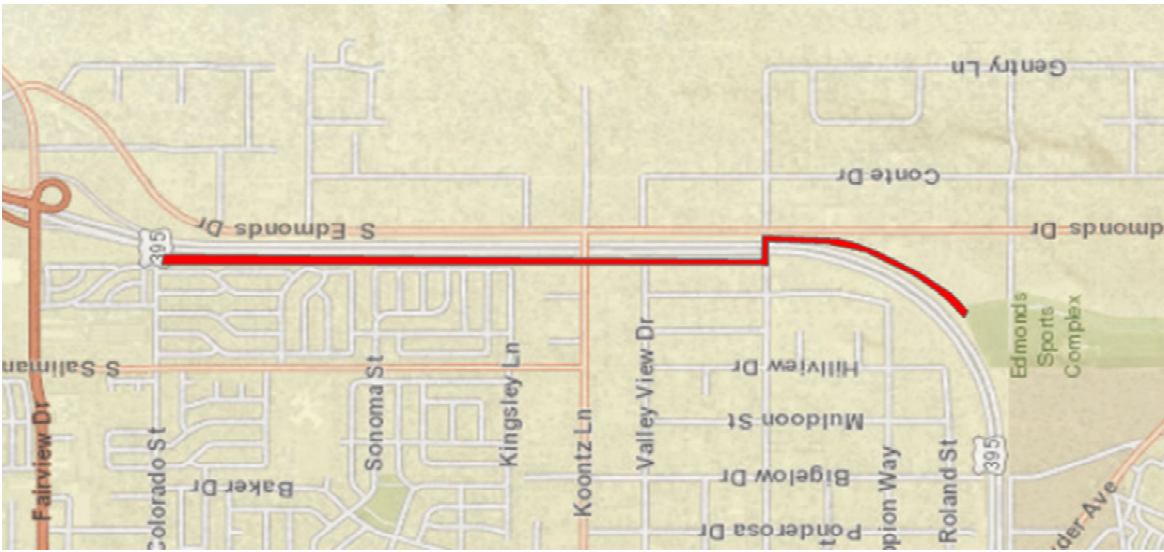
To: Regional Transportation Commission

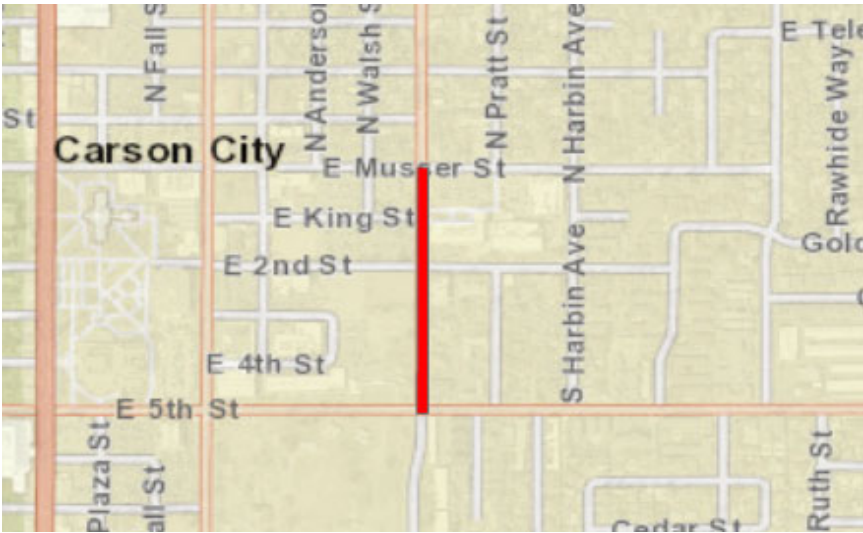
From: Bryan Byrne, Transportation Engineer

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	\$98,906	2
P303519009 - Roop Street Rehabilitation Project	\$115,394	3
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$2,931,489	4
P303521001 - Colorado Street CDBG Pavement Project	\$284,547	5
P303521008 - District 3 E. 5th Street Reconstruction Project	\$344,194	6
P751021001 - East William Complete Streets Project	\$1,326,989	7
P303522005 - DMV Multi-Use Path Project	\$38,989	8
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$148,099	9
P303523001 - Desatoya ADA Improvements CDBG	\$18,349	10
P303523003 - District 5 – Medical Parkway Preservation Project	\$7,764	11
P303523004 - District 5 – Mountain Street Preservation Project	\$14,825	12
P303523002 - District 5 - Winnie Lane Reconstruction Project	\$827	13
P303523005 - SRTS - Vulnerable User Pedestrian Safety Improvement Project	\$136	14
\$5,330,508		

*As of April 28, 2023; 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	\$98,906	As of Date	Grant Funded	Total Budget
		April 28, 2023	Yes	\$2,153,256
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$2,045,593
2503035	507010	RT Fund	FY20	\$107,663
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 is pending construction award by the RTC. Construction is anticipated to start Summer of 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:	Roop Street Rehabilitation Project			
Project Number:	P303519009			
Department Lead:	Public Works			
Project Cost to Date	\$115,394	As of Date	Grant Funded	Total Budget
		April 28, 2023	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				
This project will be combined with the future design phase of Roop Street, between Musser Street and Washington Street. The Project will be removed from the Status Report and reported again once design resumes.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Aug-19	Feb-22	N/A	
Construction	TBD	TBD	N/A	
				



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

Project Cost to Date	\$2,931,489	As of Date	Grant Funded	Total Budget
		April 28, 2023	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

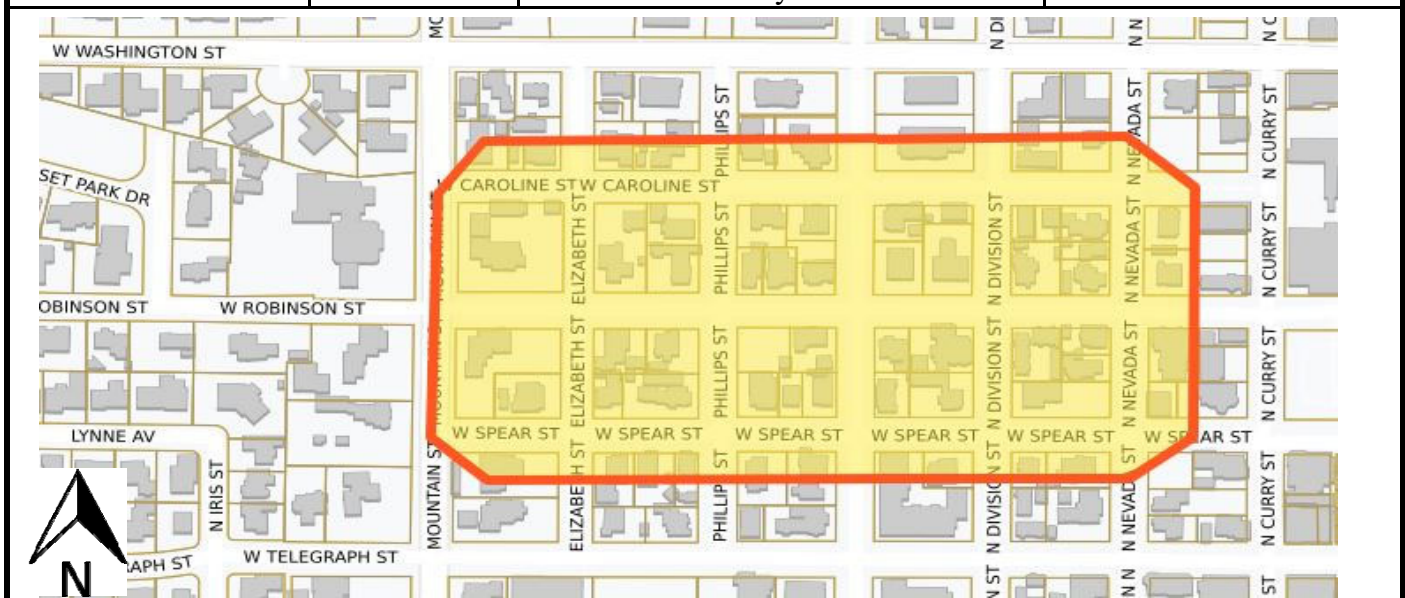
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

Project Status

The project has been completed and the City is working on closeout documentation.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	May-23	NA



Project Name:	Colorado Street CDBG Pavement Project
Project Number:	P303521001
Department Lead:	Public Works

Project Cost to Date	\$284,547	As of Date	Grant Funded	Total Budget
		April 28, 2023	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

Project Description	
Project Name	Project Description
Project Manager	Project Description
Project Start Date	Project Description
Project End Date	Project Description
Project Budget	Project Description
Project Status	Project Description
Project Location	Project Description
Project Team	Project Description
Project Scope	Project Description
Project Risks	Project Description
Project Deliverables	Project Description
Project Stakeholders	Project Description
Project Communication	Project Description
Project Reporting	Project Description
Project Documentation	Project Description
Project Tools	Project Description
Project Templates	Project Description
Project Forms	Project Description
Project Checklists	Project Description
Project Manuals	Project Description
Project Guides	Project Description
Project References	Project Description
Project Sources	Project Description
Project Credits	Project Description
Project Licenses	Project Description
Project Terms	Project Description
Project Conditions	Project Description
Project Warranties	Project Description
Project Disclaimers	Project Description
Project Notices	Project Description
Project Announcements	Project Description
Project Updates	Project Description
Project News	Project Description
Project Events	Project Description
Project Meetings	Project Description
Project Discussions	Project Description
Project Decisions	Project Description
Project Actions	Project Description
Project Results	Project Description
Project Outcomes	Project Description
Project Impacts	Project Description
Project Benefits	Project Description
Project Costs	Project Description
Project Risks	Project Description
Project Opportunities	Project Description
Project Challenges	Project Description
Project Solutions	Project Description
Project Innovations	Project Description
Project Discoveries	Project Description
Project Insights	Project Description
Project Knowledge	Project Description
Project Skills	Project Description
Project Abilities	Project Description
Project Talents	Project Description
Project Strengths	Project Description
Project Weaknesses	Project Description
Project Opportunities	Project Description
Project Threats	Project Description
Project Assets	Project Description
Project Liabilities	Project Description
Project Equity	Project Description
Project Debt	Project Description
Project Cash	Project Description
Project Revenue	Project Description
Project Profit	Project Description
Project Loss	Project Description
Project Breakdown	Project Description
Project Summary	Project Description
Project Conclusion	Project Description
Project Recommendation	Project Description
Project Suggestion	Project Description
Project Advice	Project Description
Project Opinion	Project Description
Project View	Project Description
Project Perspective	Project Description
Project Point of View	Project Description
Project Standpoint	Project Description
Project Position	Project Description
Project Status	Project Description
Project Condition	Project Description
Project State	Project Description
Project Mode	Project Description
Project Form	Project Description
Project Shape	Project Description
Project Size	Project Description
Project Scale	Project Description
Project Scope	Project Description
Project Range	Project Description
Project Span	Project Description
Project Extent	Project Description
Project Depth	Project Description
Project Breadth	Project Description
Project Height	Project Description
Project Width	Project Description
Project Length	Project Description
Project Thickness	Project Description
Project Volume	Project Description
Project Mass	Project Description
Project Weight	Project Description
Project Density	Project Description
Project Pressure	Project Description
Project Force	Project Description
Project Power	Project Description
Project Energy	Project Description
Project Motion	Project Description
Project Action	Project Description
Project Behavior	Project Description
Project Reaction	Project Description
Project Response	Project Description
Project Effect	Project Description
Project Impact	Project Description
Project Influence	Project Description
Project Contribution	Project Description
Project Role	Project Description
Project Function	Project Description
Project Purpose	Project Description
Project Goal	Project Description
Project Objective	Project Description
Project Aim	Project Description
Project Intention	Project Description
Project Purpose	Project Description
Project Mission	Project Description
Project Vision	Project Description
Project Dream	Project Description
Project Hope	Project Description
Project Faith	Project Description
Project Trust	Project Description
Project Belief	Project Description
Project Opinion	Project Description
Project View	Project Description
Project Perspective	Project Description
Project Point of View	Project Description
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Project Action	Project Description
Project Behavior	Project Description
Project Reaction	Project Description
Project Response	Project Description
Project Effect	Project Description
Project Impact	Project Description
Project Influence	Project Description
Project Contribution	Project Description
Project Role	Project Description
Project Function	Project Description
Project Purpose	Project Description
Project Goal	Project Description
Project Objective	Project Description
Project Aim	Project Description

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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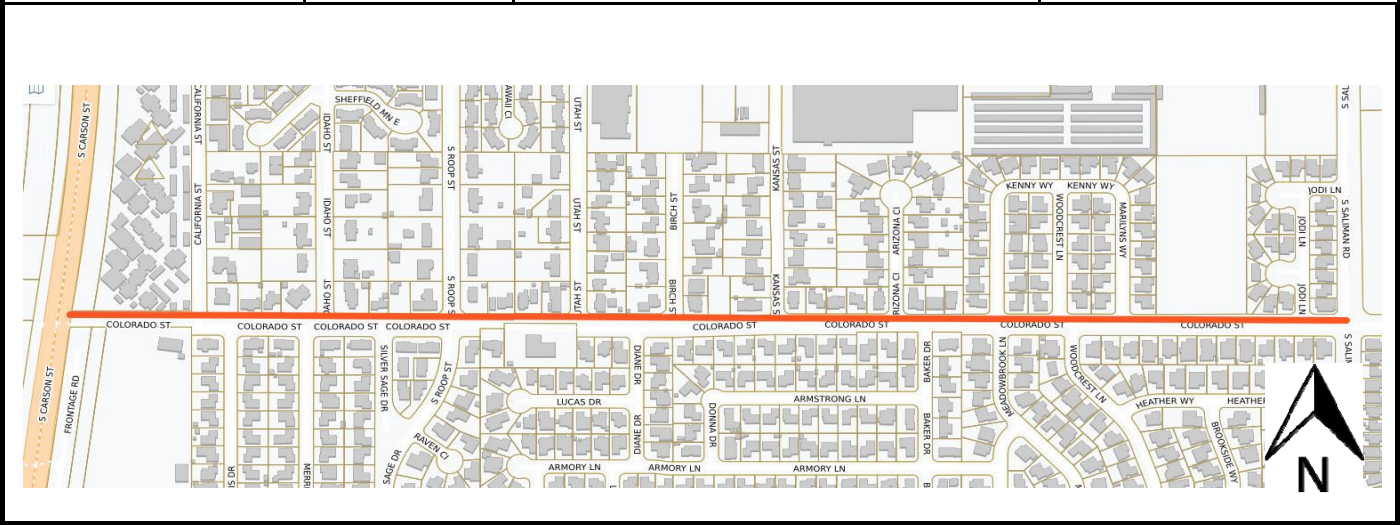
There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high 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.

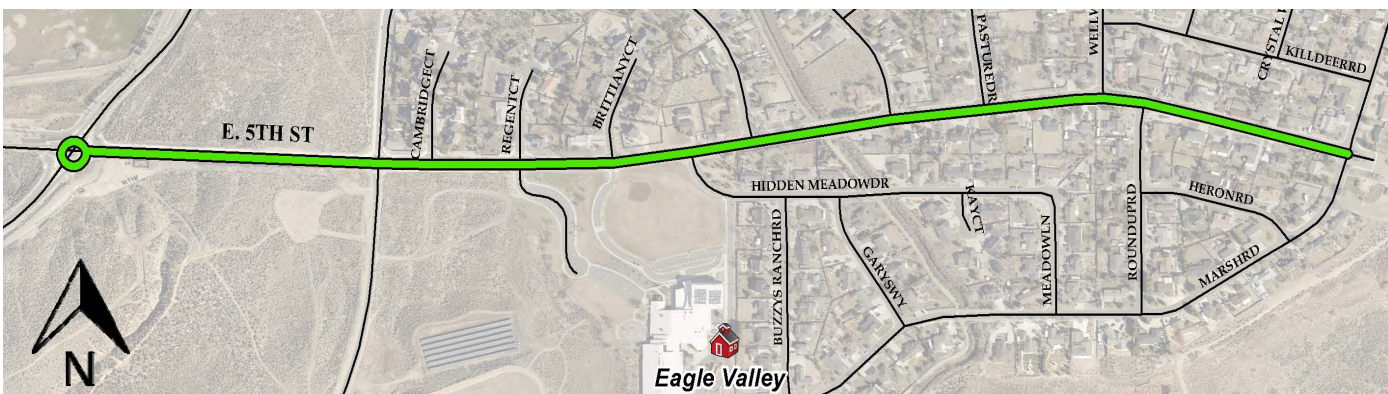
Project Status	
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The water main along Colorado Street is complete, and the contractor is continuing to work on water meter tie-in connections. Utility work is expected to be ongoing through June.

Project Schedule

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	\$344,194	As of Date	Grant Funded	Total Budget
		April 28, 2023	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 has completed 60% design for the roundabout and other portions of the project. Staff are working on completing a noise study required as part of the Project's Environmental Review. Final design of the project is expected in July of 2023, pending direction from the RTC.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Jul-21	Jul-23	8/5/2021	
Construction	Winter 2023	2024	TBD	
				

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

Project Cost to Date	\$1,326,989	As of Date	Grant Funded	Total Budget
		April 28, 2023	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

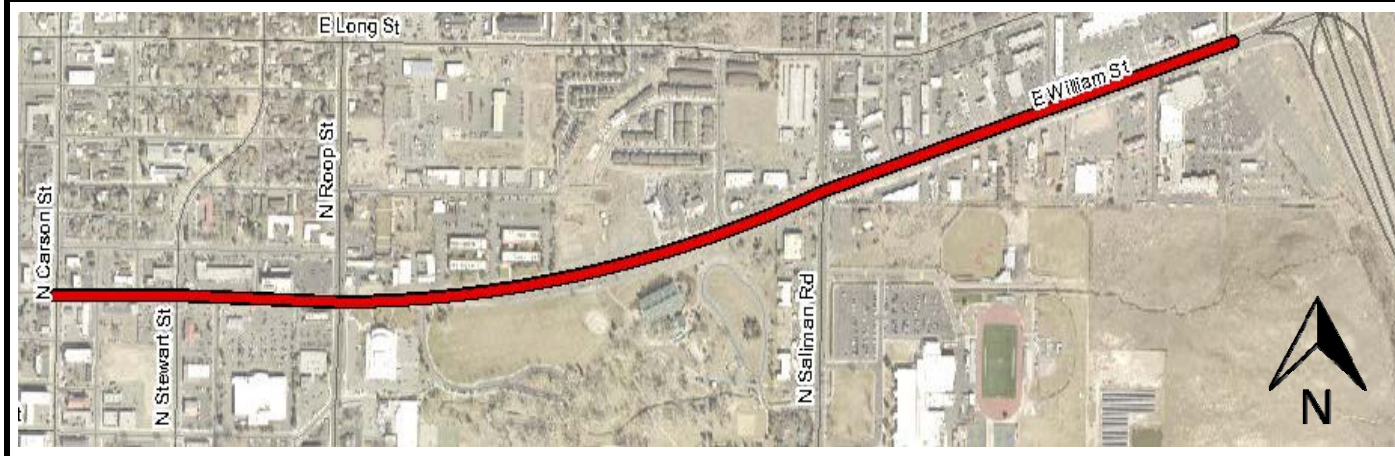
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian 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

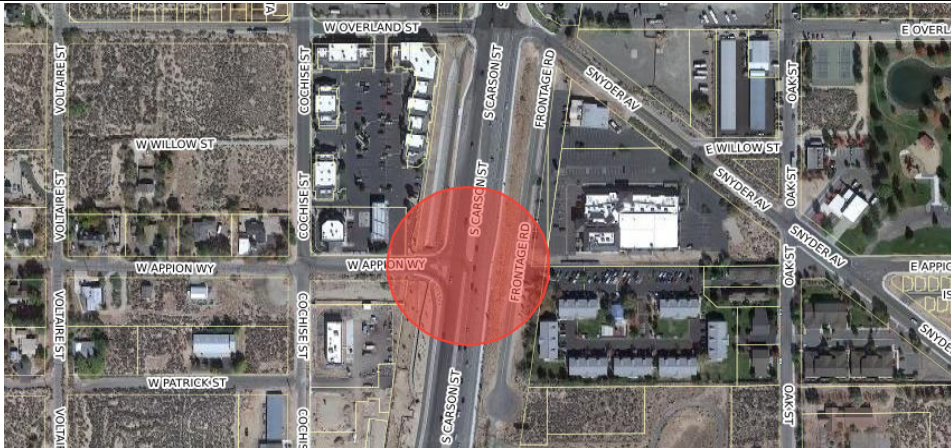
The project team is developing 90% design plan. The NEPA documents and technical studies have been submitted to both NDOT and FHWA for review. Additionally, the team is in the process of creating legal descriptions for the necessary easements required to complete the project.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Aug-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	\$38,989	As of Date	Grant Funded	Total Budget
		April 28, 2023	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 has developed 60% design plans, and has submitted these plans to NDOT for review. The final design for the project is expected to be completed in Fall 2023, with construction set to take place in the 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	\$148,099	As of Date	Grant Funded	Total Budget
		April 28, 2023	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 23	\$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 working on 100% design plans. Staff is working with the Department of Housing and Urban Development (HUD) on completing the environmental requirements. Additional support from our consultant may be needed. The completion of the design is anticipated by Summer 2023.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Apr-22	Jun-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	\$18,349	As of Date	Grant Funded	Total Budget
		April 28, 2023	Yes	\$357,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	RT Fund (Federal-CDBG)	FY 23	\$330,000
2503035	507010	RT Fund	FY 23	\$27,800
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>The project was awarded in April 2023, and the contractor is expected to begin construction in May 2023.</p>				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Feb-23	N/A	
Construction	May-23	Fall 2023	Apr-23	

Project Name: District 5 – Medical Parkway Preservation Project
Project Number: P303523003
Department Lead: Public Works

Project Cost to Date	\$7,764	As of Date	Grant Funded	Total Budget
		April 28, 2023	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.

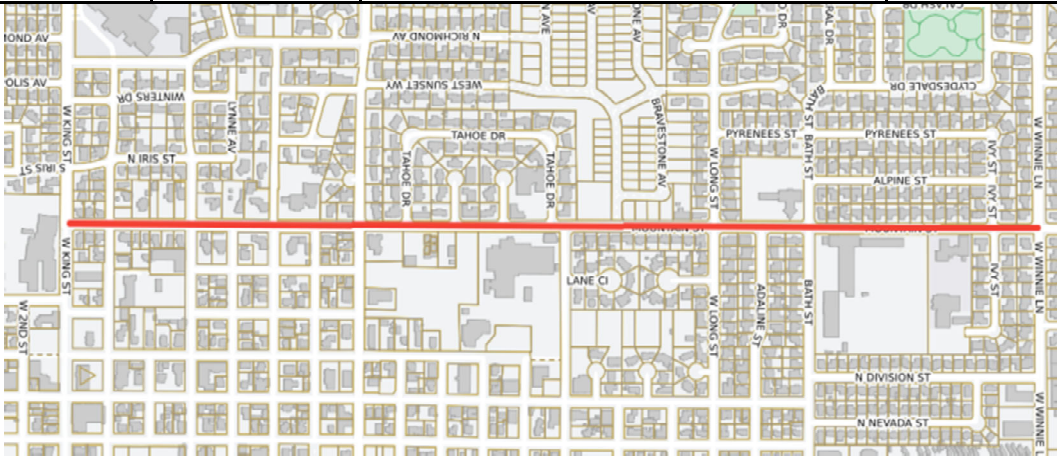
Project Status

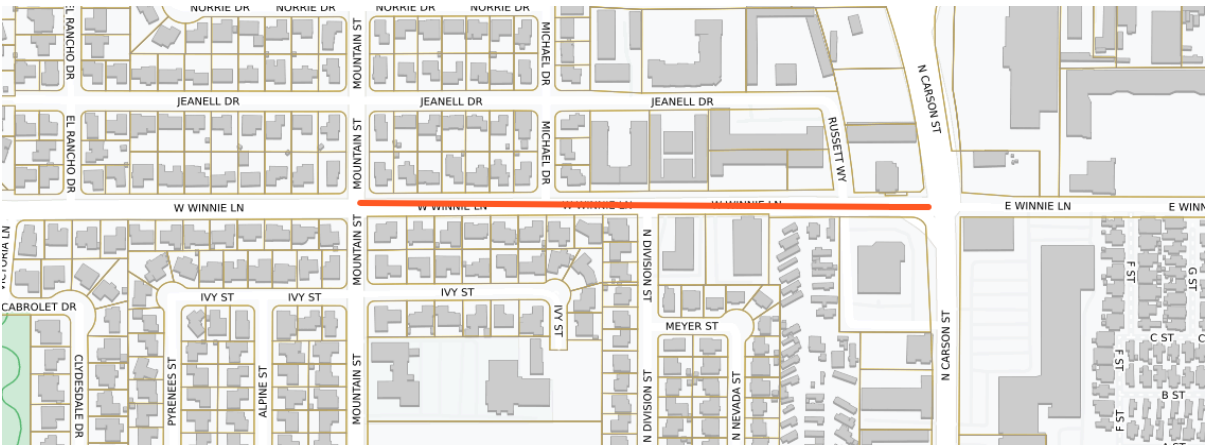
The project was awarded in April 2023, and the contractor is expected to begin construction in May 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Jan-23	N/A
Construction	May-23	Fall 2023	N/A



Project Name:	District 5 – Mountain Street Preservation Project			
Project Number:	P303523004			
Department Lead:	Public Works			
Project Cost to Date	\$14,825	As of Date	Grant Funded	Total Budget
		April 28, 2023	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				
The project was awarded in April 2023. Construction has begun on storm drainage improvements and ADA upgrades. The slurry is scheduled for early June 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	
				

Project Name:	District 5 - Winnie Lane Reconstruction Project			
Project Number:	P303523002			
Department Lead:	Public Works			
Project Cost to Date	\$827	As of Date	Grant Funded	Total Budget
		April 28, 2023	No	\$920,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY 23	\$920,000
Project Description				
Project Length	0.31 miles (1,640 feet) of roadway rehabilitation and ADA improvements.			
This project is for ADA and roadway improvements along Winnie Lane between S. Carson Street and Mountain Street. It includes pavement rehabilitation, ADA upgrades, curb and gutter, sidewalk, crosswalk enhancements, and minor utility improvements.				
Project Justification				
This section of Winnie Lane serves as a crucial link for connecting residential areas, local businesses, and public schools. However, the pavement has a Pavement Condition Index (PCI) of 52 (poor condition), and the pedestrian facilities fail to meet the ADA standards. Pavement reconstruction is required.				
Project Status				
The consultant is working on the 50% design plans and is expected to continue until the Fall of 2023. Construction is anticipated to begin in early 2024.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Feb-23	Sep-23	Feb-23	
Construction	Spring 2024	Fall 2024	N/A	
				

Project Name:	West Carson Vulnerable User Pedestrian Safety Improvement Project			
Project Number:	P303523005			
Department Lead:	Public Works			
Project Cost to Date	\$136	As of Date	Grant Funded	Total Budget
		April 28, 2023	Yes	\$1,250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503082	431010	Federally Directed Spending	FY 23	\$1,000,000
2503035	507010	RT Fund	FY 23	\$250,000
Project Description				
Project Length	0.7 miles of slurry seal and ADA upgrades			
<p>This project outlines improvements in sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements. Intersection enhancements may include additional signing or striping, curb ramps and extensions, additional crosswalks, and raised pedestrian crossings. Along with pedestrian and bicycle improvements, roadway improvements will include a preservation treatment. The Project area is between Musser St, Telegraph St, Thomson St, and W 5th Street, which are all in the Carson Middle School and Bordewich Bray Elementary School area.</p>				
Project Justification				
<p>The proposed project will improve pedestrian and bicycle safety near Carson Middle School and Bordewich Bray Elementary School to promote safe and accessible transportation options for students, staff, and community members. The project aligns with the City's vision of promoting active transportation and creating a safe and healthy community, making it a crucial investment in the safety and well-being of the community and its students. The Project is supported by the Safe Routes to School Master Plan.</p>				
Project Status				
<p>Staff is coordinating the survey data with the consultant. Design is anticipated to begin in Summer 2023.</p>				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Spring 2023	Sep-24	Feb-23	
Construction	Spring 2025	Fall 2025	N/A	
