

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

Day: Wednesday
Date: September 13, 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 – August 16, 2023

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding (1) Interlocal Agreement No. NM519-23-016 (“Agreement”) for the Nevada Department of Transportation (“NDOT”) to provide traffic signal equipment (“Equipment”), at no cost, to the Carson City Regional Transportation Commission (“RTC”) for installation at various traffic signals prior to December 31, 2024; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future

amendments to the Agreement regarding changes to Equipment materials, changes to installation location, and extensions of time.

Staff Summary: The Equipment consists of traffic signal controllers, vehicle detection systems, and battery backup systems. The Agreement requires the RTC, through Carson City Public Works staff, to install the Equipment at various traffic signals located in Carson City, Lyon County, and Douglas County. The Equipment is being purchased by NDOT and will be provided to Carson City at no cost.

5-B For Possible Action – Discussion and possible action regarding authorization to purchase traffic signal battery backup equipment (“Equipment”) from Sierra Transportation Technologies (“Sierra”) for a not to exceed amount of \$63,190.

Staff Summary: Purchasing the Equipment from Sierra will provide the necessary materials to replace end-of-life battery backup systems at existing traffic signals. The Equipment includes the purchase of batteries, twenty-seven remote battery monitoring systems which increase the life and warranty of the new batteries, and eight transfer switches which will permit the manual connection of a portable generator at intersections lacking this capability. If approved, staff will purchase the Equipment from Sierra and install it over the course of several months.

5-C For Possible Action – Discussion and possible action regarding authorization to purchase vehicle detection equipment (“Equipment”) from Iteris, Inc. (“Iteris”) for a not to exceed amount of \$95,544.00.

Staff Summary: Purchasing the Equipment from Iteris will provide all the necessary parts, materials, and software needed to upgrade vehicle detection systems at three signalized intersections in Carson City. The Equipment includes detection sensors, processors, electrical equipment, mounting brackets, and associated hardware components, with a limited number of service spares. If approved, staff will purchase the Equipment from Iteris and install it over the course of several weeks.

5-D For Possible Action – Discussion and possible action regarding (1) Cooperative Agreement No. PR463-23-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to School Program (“WN-SRTS Program”) through September 30, 2024 in the amount of \$223,730 comprising \$212,543 in Transportation Alternatives Program (“TAP”) funds plus the required 5% local match of \$11,187, and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement to revise scope of work, to extend the time of performance, or to approve funding changes not exceeding 10% of the Agreement amount.

Staff Summary: The WN-SRTS Program was established in 2017 and serves Kindergarten through 12th Grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Agreement will allow the WN-SRTS Program to continue to provide planning and program services for all schools through September 30, 2024.

5-E For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR320-21-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to revise the scope of the East 5th Street Reconstruction Project (“Project”), replace a

portion of the Project's Surface Transportation Block Grant ("STBG") funding with Highway Improvement Program ("HIP") funding, revise the total Project funding, extend the termination date to June 30, 2027, and update the contact information; and (2) to authorize the Transportation Manager to sign the Amendment.

Staff Summary: The total estimated construction cost of the Project is \$2,120,000 following revisions to the Project scope. This Amendment reduces the Project scope by shortening the project limits, replaces \$259,119 in STBG funding with an equal amount of HIP funding (as requested by NDOT), revises the Project costs by decreasing the total federal funding from \$2,366,000 to \$1,382,000 and updating the local funding outside of the Agreement, extends the termination date of the agreement from June 30, 2026 to June 30, 2027, and updates the contract information for NDOT and Carson City. The Project is located in Performance District 3.

5-F For Possible Action – Discussion and possible action regarding (1) Amendment 2 ("Amendment") to Cooperative Agreement No. PR135-21-063 ("Agreement") between the Carson City Regional Transportation Commission ("RTC") and the Nevada Department of Transportation ("NDOT") for the Colorado Street Rehabilitation Project ("Project") to increase Surface Transportation Block Grant ("STBG") funding by \$750,000 for a new total of \$1,491,292, with a \$37,494 increase in the 5% local match for a new total of \$78,489; revise funds outside the Agreement; extend the termination date to June 30, 2027; and update the contact information, and (2) to authorize the Transportation Manager to sign the Amendment.

Staff Summary: The Project includes pavement rehabilitation on Colorado Street between Carson Street and Saliman Road. The Amendment increases STBG funding for the Project, revises the total additional funds outside the Agreement, extends the termination date of the Agreement from June 30, 2026 to June 30, 2027, and updates the contract information for NDOT and Carson City. The increase in STBG funds for this Project will reduce the local funding obligation, allowing existing local funds to be programmed to other projects. The Project is located in Performance District 4.

5-G For Possible Action – Discussion and possible action regarding Contract 24300078 ("Contract") for J-U-B Engineers, Inc. ("JUB") to perform civil engineering design services for roadway projects in Performance Districts 2, 3, and 4 ("Project") for a total not to exceed amount of \$179,100.

Staff Summary: The Project includes civil engineering design services for the preservation and reconstruction of various roadways across Carson City located in Performance Districts 2, 3, and 4 based on the Pavement Preservation Plan for Fiscal Years 2024-2028. The design is anticipated to be completed by September 30, 2024.

5-H For Discussion Only – Discussion and presentation regarding Fiscal Year ("FY") 2023 transportation activities.

Staff Summary: Carson City's FY 2023 ended on June 30, 2023. Staff will present a summary of FY 2023 transportation activities and accomplishments.

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
 Carson City Community Center, 851 E. William St.
www.carson.org/agendas
<http://notice.nv.gov>

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A special meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin at 4:00 p.m. on Wednesday, August 16, 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: Darren Schulz, Public Works Director
 Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 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)

(3:59:53) – Chairperson Bagwell called the meeting to order at 3:59 p.m.

2. ROLL CALL

(3:59:58) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:00:11) – Chairperson Bagwell entertained public comments. Deni French noted his appreciation of the Jump Around Carson (JAC) bus system and called for functional bus shelters, noting that the riders could not see past the advertisements. He also stated that the bus stops, especially the one near Walmart, require frequent trash cleanup.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JULY 12, 2023

(4:01:12) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(4:01:18) – Commissioner Maloney moved to approve the minutes of the July 12, 2023 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.

5. PUBLIC MEETING ITEM(S):

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5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300358 (“CONTRACT”) FOR FIRST TRANSIT, INC. (“FIRST TRANSIT”) TO PERFORM PUBLIC TRANSPORTATION OPERATING SERVICES FOR JUMP AROUND CARSON (“JAC”) FOR A THREE-YEAR TERM BEGINNING SEPTEMBER 1, 2023, AND ENDING SEPTEMBER 30, 2026, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$4,479,506.46, PLUS TWO ONE-YEAR OPTIONS, REQUIRING MUTUAL ASSENT, TO EXTEND THE CONTRACT FOR AN AMOUNT NOT TO EXCEED \$1,634,029.79 FOR EACH OPTION YEAR.

(4:01:26) – 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 read into the record a card he had received from an elementary school-age girl named Ramona, thanking JAC and JAC Assist “for letting me ride your bus.” He presented the Staff Report and referenced the accompanying proposed agreement, noting that the current contract would end on August 31, 2023, and not on August 30, 2023. Mr. Martinovich acknowledged the presence of Lora Mallory, Senior Regional Director of Operations, and Mike Peoples, General Manager both with First Transit.

(4:06:02) – Mr. Martinovich reviewed the Staff Report and the accompanying proposal for the Independent Contractor Agreement. He referenced the three proposals that were received on June 13, 2023, and discussed the selection criteria which is incorporated into the Staff Report. He specifically highlighted the following section of the agreement, noting the availability of the documents for those wishing to see them...

2.1.1 CONTRACTOR agrees that the Contract Documents for Request for Proposal No.23300358 including, but not limited to, the Instruction to Proposers, Attachments A through J thereto, and Addendum 1; CONTRACTOR’S response to Request for Proposal No. 23300358, Exhibit A to the Contract; and Exhibit B to the Contract, are intended to be complete and complementary and are intended to describe the complete SERVICES. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the Carson City Website <http://www.carson.org/bids>.

(4:07:46) – Mr. Martinovich referenced Exhibit 2 of the Staff Report (packet pages 159 and 160) and reviewed the current contract values. He compared them to the three proposals that were received, specifically highlighting several items such as the increase in liability insurance. He noted that the termination clause had been extended from 45 days to 120 days and referenced packet page 10 which outlines the federal funding to cover the three-year contract, and funding sources for expenditures such as operating and maintenance costs. Mr. Martinovich also responded to clarifying questions. Chairperson Bagwell believed that for “a small differential” it was beneficial to continue with the existing service provider, calling it less disruptive. Vice Chair Schuette shared anecdotal data from her experience in riding the JAC buses and speaking with riders. There were no public comments; therefore, Chairperson Bagwell entertained a motion.

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(4:19:55) – Vice Chair Schuette moved to approve the Contract as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(4:20:13) – Mr. Martinovich announced the upcoming bi-annual JAC riders’ survey in September. Additionally, he stated that two public workshops were scheduled for October 4, 2023, and October 9, 2024 (in the Community Center Robert “Bob” Crowell Boardroom and at Al Seeliger Elementary School) regarding local road funding. Mr. Martinovich announced the purchase of cellular modems for the interconnectivity of traffic signals in Douglas County and updated the Commission on many ways to collaborate on regional traffic management such as the use of message boards. He also indicated that Transportation Engineer Bryan Byrne had resigned, and plans were underway to begin the replacement hiring process.

6-B STREET OPERATIONS REPORT

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

- **FUTURE AGENDA ITEMS**

- Annual reports for CAMPO and RTC
- LPA amendments for Fifth Street and Colorado Street projects
- Design contract for ARPA funding projects
- 90 percent design for the William Street Project
- Signal equipment purchases

- **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

(4:24:34) – Chairperson Bagwell entertained final public comments. Dee Dee Foremaster from Rural Center for Independent Living requested a bus stop in the area near Classy Seconds and the Dream Center as soon as possible to service those visiting the local non-profits. She believed that access to food from the Dream Center was difficult for the disabled community. Ms. Foremaster also highlighted the issue of “improper sidewalk signage,” especially when sidewalks are closed. She believed signs to guide pedestrians when sidewalks are closed would save lives. Ms. Foremaster invited everyone to attend a State Independent Living Council town hall meeting on Tuesday, August 29, 2023, at 5:30 p.m. at the Carson City Library and to speak in favor of a local Independent Living Center.

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8. FOR POSSIBLE ACTION: TO ADJOURN

(4:29:52) – Chairperson Bagwell adjourned the meeting at 4:29 p.m.

The Minutes of the August 16, 2023, Carson City Regional Transportation Commission special meeting are so approved on this 13th day of September, 2023.



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Interlocal Agreement No. NM519-23-016 (“Agreement”) for the Nevada Department of Transportation (“NDOT”) to provide traffic signal equipment (“Equipment”), at no cost, to the Carson City Regional Transportation Commission (“RTC”) for installation at various traffic signals prior to December 31, 2024; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding changes to Equipment materials, changes to installation location, and extensions of time.

Staff Summary: The Equipment consists of traffic signal controllers, vehicle detection systems, and battery backup systems. The Agreement requires the RTC, through Carson City Public Works staff, to install the Equipment at various traffic signals located in Carson City, Lyon County, and Douglas County. The Equipment is being purchased by NDOT and will be provided to Carson City at no cost.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding changes to Equipment materials, changes to installation location, and extensions of time.

Background/Issues & Analysis

Carson City, Douglas County, and Lyon County have long-standing agreements that require each county to maintain NDOT owned traffic signals located in each respective county. Carson City has separate agreements with Douglas County and Lyon County to provide traffic signal maintenance and repair services for the counties on NDOT and county owned traffic signals. NDOT, Douglas County, Lyon County, and Carson City work together to ensure consistency of equipment and operational readiness of the traffic signals. Together, a list of high-priority improvements was identified. These priorities include:

- The installation of battery backup systems at traffic signals which are lacking an acceptable system,
- The replacement of end-of-life vehicle detection systems at select locations on NDOT roads, and
- The replacement of traffic controllers to support increased operational capability and efficiency.

The Agreement authorizes Carson City, the agency responsible for the maintenance of all traffic signals in the region, to install NDOT furnished materials on signals in Carson City, Douglas County, and Lyon County. This method has been utilized successfully in the past, and both parties were willing to build on that success and address the identified high-priority improvements.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, 277A.270

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number:

Is it currently budgeted? ☐ Yes ☐ No

If approved,

Alternatives

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

Supporting Material

-Exhibit-1: Interlocal Agreement No. NM519-23-016

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Agreement Number NM519-23-016

INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701 (hereinafter "CITY"). DEPARTMENT and CITY may be referred to in this Agreement individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

WHEREAS, the purpose of this Agreement is for the installation of DEPARTMENT furnished traffic signal materials in Carson City, Lyon County, and Douglas County (hereinafter "PROJECT"); and

WHEREAS, the services of the CITY shall be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the CITY is willing and able to perform the services described herein.

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

ARTICLE I - CITY AGREES

1. To install DEPARTMENT furnished traffic signal material as identified in Exhibit "A" Scope of Work.
2. To provide the DEPARTMENT with progress reports detailing the DEPARTMENT furnished traffic signal material installations as identified in Exhibit "A" Scope of Work.
3. The CITY shall obtain and pay for all licenses, permits, and/or fees, other than those listed in Article II, and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

ARTICLE II - DEPARTMENT AGREES

1. To provide the CITY with traffic signal materials for the PROJECT, per Exhibit "A" Scope of Work, within thirty (30) calendar days of receipt of traffic signal materials.

2. To issue all licenses, permits and/or permissions under the jurisdiction of DEPARTMENT necessary to complete the PROJECT at no cost the CITY.

3. To observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Traffic Operations Division.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2024, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, whichever occurs first.

2. CITY is entitled to require that PROJECT work in Lyon County and Douglas County be performed pursuant to the terms of a written agreement between CITY and those respective counties, with material terms including the compensation owed to CITY for its PROJECT services in those jurisdictions. If CITY and Lyon County and/or CITY and Douglas County cannot agree to terms for CITY to provide PROJECT-related services, CITY is excused from performing the portion of the PROJECT within said county or counties.

3. All materials installed per Exhibit "A" Scope of Work shall be considered part of the traffic signal systems where they are installed.

4. Any equipment that has not been installed per Exhibit "A" Scope of Work shall be either (i) returned to the DEPARTMENT or (ii) alternatively, CITY may, at CITY's sole discretion, elect to reimburse the DEPARTMENT for the cost for traffic signal material not installed per Exhibit "A" Scope of Work.

5. Both Parties agree that the PROJECT installation will be self-performed by the CITY. In the event PROJECT installation work requires the need for a service provider and/or equipment not already owned and operated by the CITY, then both Parties agree to suspend the work and negotiate a solution through an amendment to this Agreement or other method. Once both Parties agree with the strategy to acquire a service provider and/or equipment to properly perform the PROJECT work, the PROJECT may proceed.

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

7. The Parties agree to allow each other to observe, to inspect project construction, and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each Party shall complete its review of all change orders submitted to it by the other Party, within five (5) working days after service of such change orders. In the event either Party does not provide the other with a written response to the change orders within five (5) working days following the delivery of such change order, the CITY shall proceed with the change orders so as not to delay the PROJECT and shall assume no liability therefore. The DEPARTMENT shall be responsible for all costs associated with change orders.

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

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by 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.: Rodney Schilling, P.E., Chief Traffic Operations Engr
Nevada Department of Transportation
Division: 016
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7080
E-mail: roschilling @dot.nv.gov

FOR CITY:

Christopher Martinovich, P.E. Transportation Manager
Carson City Regional Transportation Commission
3505 Butti Way
Carson City, Nevada 89701
Phone: 775-283-7367
E-mail: cmartinovich@carson.org

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

11. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Written notice of a breach, and a reasonable opportunity to cure, shall be provided at least thirty (30) calendar days prior to the non-breaching Party declaring a breach or seeking a remedy for said breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing Party's reasonable attorney's fees and costs.

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

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

14. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the Party seeking indemnification (indemnified Party) to serve the other Party (indemnifying Party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified Party's notice of such actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

15. 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.

16. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach, including another breach of the same provision.

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

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

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

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

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

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

23. 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 First Judicial District Court of the State of Nevada for enforcement of this Agreement.

24. Any recipient or subrecipient of funds under this Agreement agrees 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>.

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

26. 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, sexual orientation, gender identity or expression, age, disability or national origin, 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.

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

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

Carson City Regional
Transportation Commission

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

Director

Name and Title (Print)

Approved as to Legality and Form:

Approved as to Form:

Deputy Attorney General

Attorney

Exhibit "A" Scope of Work

Asset ID	Traffic Signal System	Traffic Signal Controller	Vehicle Detection System	Battery Backup System
ITS.C.1001	Signalized Intersection - Carson St and 5th St	X		
ITS.C.1002	Signalized Intersection - Carson St and Clearview Dr	X		
ITS.C.1003	Signalized Intersection - Carson St and College Pkwy	X		
ITS.C.1004	Signalized Intersection - Carson St and Eagle Station Ln	X		
ITS.C.1005	Signalized Intersection - Carson St and Fairview Dr	X		
ITS.C.1006	Signalized Intersection - Carson St and Hot Springs Rd	X		
ITS.C.1007	Signalized Intersection - Carson St and Koontz Ln	X		
ITS.C.1008	Signalized Intersection - Carson St and Long St	X		
ITS.C.1009	Signalized Intersection - Carson St and Medical Pkwy/Arrowhead Dr	X		
ITS.C.1010	Signalized Intersection - Carson St and Musser St	X		
ITS.C.1011	Signalized Intersection - Carson St and Robinson St	X		
ITS.C.1012	Signalized Intersection - Carson St and Washington St	X		
ITS.C.1013	Signalized Intersection - Carson St and William St	X		
ITS.C.1014	Signalized Intersection - Carson St and Winnie Ln	X		
ITS.C.1015	Signalized Intersection - College Pkwy and Goni Rd	X		
ITS.C.1016	Signalized Intersection - College Pkwy and I580	X		
ITS.C.1017	Signalized Intersection - College Pkwy and Lompa Ln	X		
ITS.C.1018	Signalized Intersection - College Pkwy and Research Way	X		
ITS.C.1019	Signalized Intersection - College Pkwy and Retail Dr	X		
ITS.C.1020	Signalized Intersection - College Pkwy and Roop St	X		
ITS.C.1021	Signalized Intersection - Fairview Dr and I580 Interchange	X		
ITS.C.1022	Signalized Intersection - Fairview Dr and Pheasant Dr	X		
ITS.C.1023	Signalized Intersection - Hwy 50 and Airport Rd	X	X	
ITS.C.1024	Signalized Intersection - Hwy 50 and Deer Run Rd/Arrowhead Dr	X	X	
ITS.C.1025	Signalized Intersection - Hwy 50 and Fairview Dr	X	X	
ITS.C.1026	Signalized Intersection - Hwy 50 and Lompa Ln	X	X	
ITS.C.1027	Signalized Intersection - Roop St and 5th St	X		
ITS.C.1028	Signalized Intersection - Roop St and Colorado St	X		
ITS.C.1029	Signalized Intersection - Roop St and Fairview Dr	X		
ITS.C.1030	Signalized Intersection - Roop St and Hot Springs Rd	X		
ITS.C.1031	Signalized Intersection - Roop St and Little Ln	X		
ITS.C.1032	Signalized Intersection - Roop St and Long St	X		
ITS.C.1033	Signalized Intersection - Roop St and Northridge Dr	X		
ITS.C.1034	Signalized Intersection - Roop St and Robinson St	X		
ITS.C.1035	Signalized Intersection - Roop St and Winnie Ln	X		
ITS.C.1036	Signalized Intersection - Saliman Rd and 5th St	X		
ITS.C.1037	Signalized Intersection - Saliman Rd and Fairview Dr	X		
ITS.C.1038	Signalized Intersection - Stewart St and 5th St	X		
ITS.C.1039	Signalized Intersection - Stewart St and Musser St	X		
ITS.C.1040	Signalized Intersection - Stewart St and Robinson St	X		
ITS.C.1041	Signalized Intersection - Stewart St and Roop St	X		
ITS.C.1042	Signalized Intersection - Stewart St and Washington St	X		
ITS.C.1043	Signalized Intersection - US395 and Clear Creek Ave	X		
ITS.C.1044	Signalized Intersection - US395/Carson St and I580/Hwy 50 W	X		
ITS.C.1045	Signalized Intersection - William St and Gold Dust Way	X		
ITS.C.1046	Signalized Intersection - William St and Roop St	X		
ITS.C.1047	Signalized Intersection - William St and Saliman Rd	X		
ITS.C.1048	Signalized Intersection - William St and Stewart St	X		
ITS.C.1049	Signalized Intersection - William St/Hwy 50 E and I580	X		
ITS.D.1001	Signalized Intersection - Hwy 50 and Elks Point Rd	X		X
ITS.D.1002	Signalized Intersection - Hwy 50 and Hard Rock Hotel	X		X
ITS.D.1003	Signalized Intersection - Hwy 50 and Kahle Dr	X		X
ITS.D.1004	Signalized Intersection - Hwy 50 and Kingsbury Grade Rd	X		X
ITS.D.1005	Signalized Intersection - Hwy 50 and Lake Pkwy	X		X
ITS.D.1006	Signalized Intersection - Hwy 50 and Zephyr Cove Resort	X		X
ITS.D.1007	Signalized Intersection - Hwy 88 and Mottsville Ln	X	X	X
ITS.D.1008	Signalized Intersection - Topsy Ln and Walmart	X		X
ITS.D.1009	Signalized Intersection - US 395 and 6th St / Buckeye Rd	X		
ITS.D.1010	Signalized Intersection - US 395 and Airport Rd	X		
ITS.D.1011	Signalized Intersection - US 395 and Gilman Ave	X		X
ITS.D.1012	Signalized Intersection - US 395 and Grant Ave	X	X	X
ITS.D.1013	Signalized Intersection - US 395 and Hwy 88	X	X	X
ITS.D.1014	Signalized Intersection - US 395 and Jacks Valley Rd	X	X	X
ITS.D.1015	Signalized Intersection - US 395 and Johnson Ln	X		
ITS.D.1016	Signalized Intersection - US 395 and Mica Dr	X	X	X
ITS.D.1017	Signalized Intersection - US 395 and Muller Pkwy / Riverview Dr	X		X
ITS.D.1018	Signalized Intersection - US 395 and Stephanie Way	X		
ITS.D.1019	Signalized Intersection - US 395 and Topsy Ln	X		X
ITS.D.1020	Signalized Intersection - US 395 and Waterloo Ln	X		X
ITS.D.1021	Signalized Intersection - Hwy 50 and Warrior Wy	X		
ITS.L.1001	Signalized Intersection - Hwy 50 and Dayton Valley Rd/Main St	X	X	X
ITS.L.1002	Signalized Intersection - Hwy 50 and Fortune Dr	X		X
Total		72	10	18



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding authorization to purchase traffic signal battery backup equipment (“Equipment”) from Sierra Transportation Technologies (“Sierra”) for a not to exceed amount of \$63,190.

Staff Summary: Purchasing the Equipment from Sierra will provide the necessary materials to replace end-of-life battery backup systems at existing traffic signals. The Equipment includes the purchase of batteries, twenty-seven remote battery monitoring systems which increase the life and warranty of the new batteries, and eight transfer switches which will permit the manual connection of a portable generator at intersections lacking this capability. If approved, staff will purchase the Equipment from Sierra and install it over the course of several months.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of the Equipment as presented.

Background/Issues & Analysis

Signalized intersections are often equipped with battery backup systems which allow them to remain operational for several hours during power outages. The systems are equipped with lead-acid batteries which are like car batteries. They have a service life of approximately five years. The batteries being replaced were installed in 2018.

Each set of replacement batteries will be equipped with a remote battery monitoring system which increases the service life and warranty coverage of the batteries from three to five years.

The Equipment is manufactured by Alpha Technologies, Ltd. (“Alpha”) and will be purchased through Sierra. Sierra is a sole source provider for Alpha products in the State of Nevada.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(a, c-d, g)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Streets Fund, Radio Maintenance / 2563038-500437

Is it currently budgeted? ☒ Yes ☐ No

If approved, the Streets Fund, Radio Maintenance account will be reduced by \$63,190. The available budget for fiscal year 2024 Traffic Signal/St Light account, 2563038-500437, is \$160,432.76.

Alternatives

Decline to approve the purchase authority and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Sierra Quote

-Exhibit-2: Alpha Sole Source Letter

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

SIERRA

Transportation Technologies

ESTIMATE

PO Box 778410
Henderson, NV. 89077-8401

P: (702) 430-2830
www.sierratt.com

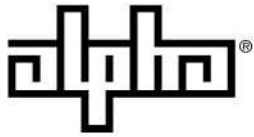
DATE	EST #
8/28/2023	NV8568 R3

NOTES

CARSON CITY

FREIGHT		PAYMENT TERMS	PROJECT NAME	
INCLUDED		NET 30	NV8568 - MISC ALPHA EQUIPMENT	
QTY	DESCRIPTION	EACH	TOTAL	
27	P# 0370260-002 KIT, RBMS PLUS CONTROLLER WITH 0-BATT CABLE, ONE CAT5-7 CABLE, AND FOUR BS3B-12-4-EQ SENSORS	730.00	19,710.00	
120	P# 1810229 ALPHACELL 240XTV BATTERY, 12V 112AH, TOP M6-FEM TERM	320.00	38,400.00	
8	P# 020-168-35 19" RACK MOUNT SHELF WITH UGTS,120VAC	335.00	2,680.00	
3	P# 870-601-21 BATTERY CABLE Y-ADAPTOR, FXM 650/1100/2000, GREY ANDERSONS	150.00	450.00	
3	P# 740-628-27 BATTERY HARNESS, 48V, 8 FOOT LONG, 1/4-20 TERMINALS, DUAL-SHELF	210.00	630.00	
12	P# 0180055 POWERAGENT BMS, 12V BATTERY SENSOR, TWO WIRE SENSOR (NO BRKT), LOW VOLTAGE / HIGH CURRENT	110.00	1,320.00	
ESTIMATE VALID THROUGH 10/30/2023; DUE TO SUPPLY CHAIN AND ECONOMIC INFLUENCES, PRICING IS SUBJECT TO CHANGE IF RELEASED AFTER 30 DAYS FROM ESTIMATE ISSUE DATE.				
UNLESS OTHERWISE NOTED, ESTIMATE DOES NOT INCLUDE TECHNICAL SUPPORT, TRAINING, ASSEMBLY, INSTALLATION, INTEGRATION, DOCUMENTATION, TESTING, CABLING, POLES, OR STATIC SIGNAGE.				
PAST DUE INVOICES INCUR 18% INTEREST PER ANNUM. CREDIT CARD PAYMENTS INCUR A 4% PROCESSING FEE.		SUBTOTAL \$63,190.00		
		SALES TAX (7.6%) \$0.00		
		TOTAL \$63,190.00		

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an EnerSys company

Alpha Technologies, Ltd.

7700 Riverfront Gate
Burnaby, BC V5J 5M4 | Canada

Tel: +1 800 667 8743

sales@alpha.ca

www.alpha.com

May 10, 2023

Carson City, NV

To whom it may concern:

Please accept this letter as the formal notice that Sierra Transportation Technologies is the Alpha Technologies Exclusive Preferred Traffic/ITS Distributor for Alpha Technologies line of Traffic/ITS UPS/Battery Backup Systems (including, but not limited to, FXM series, batteries, SE48-xxxx enclosures, AlphaGuard and Remote Battery Monitoring System) for Nevada.

This Preferred status includes the sales of Alpha's Traffic/ITS BBS products but also the managing of any repair service, warranty repairs and on-site visits as deemed required by Sierra Transportation or Alpha Technologies.

Please contact your Sierra Transportation representative for assistance with pricing, availability and technical assistance.

Respectfully,

Jack Tolbert

Region Sales Manager – Traffic / ITS
ENERGY SYSTEMS AMERICAS

Cell: +1 512 529-9171

www.alpha.ca

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STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding authorization to purchase vehicle detection equipment (“Equipment”) from Iteris, Inc. (“Iteris”) for a not to exceed amount of \$95,544.00.

Staff Summary: Purchasing the Equipment from Iteris will provide all the necessary parts, materials, and software needed to upgrade vehicle detection systems at three signalized intersections in Carson City. The Equipment includes detection sensors, processors, electrical equipment, mounting brackets, and associated hardware components, with a limited number of service spares. If approved, staff will purchase the Equipment from Iteris and install it over the course of several weeks.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of the Equipment as presented.

Background/Issues & Analysis

Signalized intersections are equipped with vehicle detection systems which allow them to sense the presence of vehicles, enabling them to operate more efficiently. Of the 49 signalized intersections in Carson City, 37 of them are operating with vehicle detection systems that are at the end of their useful life and are no longer repairable or supported by the manufacturers. These systems have been in service for nearly 20 years.

The Equipment is manufactured by and will be purchased from Iteris. Iteris is the sole source provider for Iteris products in the State of Nevada. The vehicle detection system being purchased is called Iteris Apex.

The Equipment’s detection sensors use a combination of video and radar to provide increased capability for larger and higher speed intersections. Staff installed one Iteris Apex vehicle detection system in March 2023. Since that time, staff has evaluated the performance through winter and spring weather conditions and found the performance to be acceptable. The Equipment being purchased from Iteris will be to retrofit existing systems such that the Equipment will replace older Iteris equipment but existing power and coaxial cabling will be reused to reduce the cost and installation time. The performance and cost of the Iteris Apex system provides the best value for use at signalized intersections in Carson City.

Staff intends to replace three intersection vehicle detection systems using the purchased Equipment. The three intersections are:

- Carson Street and College Parkway
- College Parkway and Roop Street
- College Parkway and Retail Drive

The existing vehicle detection equipment removed from these intersections will be retained and used to sustain the remaining, older signal detection systems until they can be replaced.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(a, c-d, g)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Streets Fund, Traffic Signal/St Light / 2563038-507774, Project number P303821004.

Is it currently budgeted? ☒ Yes ☐ No

The 2023 Traffic Signal/St Light account, 2563038-507774, will be augmented with \$200,000.00.

Alternatives

Decline to approve the purchase authority and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Iteris Quote
- Exhibit-2: Itreis Sole Source Letter
- Exhibit-3: Iteris Apex Brochure

Board Action Taken:

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

(Vote Recorded By)



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Carly Randazzo
+19496483022
crandazzo@iteris.com

EQUIPMENT QUOTATION

Quote #00013382

August 24, 2023

John Labate 702-824-6528 jlabate@carson.org	Agency: Carson City, City of Project Name: Apex System (Carson City- 3 Intersections/Spare Equipment) Contractor: Reference: Apex System (Carson City)	Delivery Term: FOB Destination Payment Terms: NET 30 Days
--	---	--

Fax or email Purchase Orders to: Roadway Sales Support, 949-270-9615 or RS-Sales-Support@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

3 Apex Camera Systems			
Product Name	Product Description	Qty	Unit Price
APEX-CAB-INT-PAK	Cabinet Interface Unit Assembly, CI PAK Includes Pack out kit ,Cabinet Interface, CI Cabinet Interface Unit Assembly Ship kit Cabinet Interface and Surge Protector NEMA TS2 Port,BIU-15	3	
APEX-PWR-3W-PAK	POWER INJECTOR, SURGE PANEL ASSEMBLY, 3 WIRE	3	
APEX-VEC-3W	SENSOR ASSEMBLY, HYBRID, 3 WIRE	12	
MON-10LCD-SL	10 in. Color LCD Monitor, Sunlight Viewable, 2 composite video inputs, 1 VGA input, 1 HDMI input (NTSC/PAL)	3	
MON-BRKT-SWVL	Monoprice Adjustable Tilting/Swiveling Wall Mount Bracket for LCD LED Plasma (Max 30Lbs, 10~24inch)	3	
SURGEPAN	Power & Video Surge Protection Panel w/ mounting for up to 4 Suppressors (Din Rail Configuration)	3	
TS2CABLE	TS2 SDLC cable, 8 ft., DB15 to DB15 connector with connector locks	3	
			\$78,219.00

Spare Equipment			
Product Name	Product Description	Qty	Unit Price
APEX-CAB-INT-PAK	Cabinet Interface Unit Assembly, CI PAK Includes Pack out kit ,Cabinet Interface, CI Cabinet Interface Unit Assembly Ship kit Cabinet Interface and Surge Protector NEMA TS2 Port,BIU-15	1	
APEX-PWR-3W-PAK	POWER INJECTOR, SURGE PANEL ASSEMBLY, 3 WIRE	1	
APEX-VEC-3W	SENSOR ASSEMBLY, HYBRID, 3 WIRE	2	
			\$17,325.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Carly Randazzo
+19496483022
crandazzo@iteris.com

EQUIPMENT QUOTATION
Quote #00013382
August 24, 2023

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

Authorized Signature:

SUBTOTAL	\$95,544.00
FREIGHT	
TAX	\$0.00
TOTAL	\$95,544.00



949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

August 28, 2023

Public Works Department- Carson City
3505 Butti Way
Carson City, NV 89701

Re: Sole Source Documentation

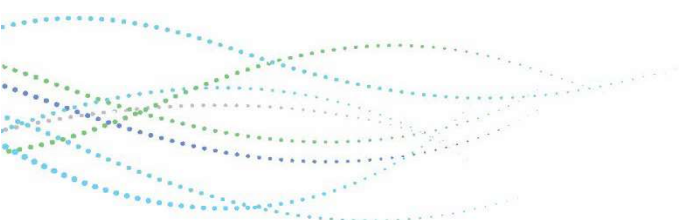
To Whom it may Concern:

Iteris is pleased to notify you that Iteris is the sole distributor of Iteris manufactured products to public agencies in Nevada. Carson City is considered an agency in this defined geographic region. Please feel free to reach out with any questions to Carly Randazzo, Regional Director of Sales at Iteris.

Sincerely,

A handwritten signature in black ink that reads "Carly Randazzo". The signature is written in a cursive, flowing style.

Carly Randazzo
Regional Sales Director- Western US
949-648-3022
crandazzo@iteris.com



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Vantage Apex™

The future is here.

AI-powered HD video and radar detection in a single sensor



Industry-leading detection and tracking, powered by the latest artificial intelligence (AI) algorithms



1080p high-definition video for brilliant display at the traffic management center



Hybrid video/radar sensor provides the most complete data set for signal performance measures & adaptive systems

Vantage Apex™ is the industry's first 1080p HD video and 4D/HD radar sensor with integrated AI algorithms, making this full-featured multimodal detection system stand apart from anything on the market today.

Unique AI Algorithms for Detailed Vehicle Detection and Object Classification

Built on the leading AI compute platform, Iteris' AI video analytics identifies objects based on machine learning using Iteris' extensive image library and high performing neural network algorithms. This enables incredible precision and detailed classification of many different vehicle types and vulnerable road users such as pedestrians and cyclists.

High-Definition Video for Unmatched Clarity

Full HD video streaming using 1080p cameras results in ultra-crisp-vision with unmatched depth and clarity of traffic at your intersections. Gain crystal-clear viewing in your traffic management center or remotely on mobile devices via the Iteris Video Viewer app.

Complete Multimodal Detection in a Single System

Using forward-fire radar technology, to virtually eliminate occlusion, this hybrid sensor uses industry-leading 4D/HD radar technology with a field of view exceeding 600 feet.



iteris®

The Vantage Apex sensor enables decision-zone safety functions, collision avoidance and advanced lane-by-lane detection that delivers precise traffic detection and data.

The Ideal Sensor for Advanced Traffic Applications

Vantage Apex improves efficiency and responsiveness by providing real-time, accurate and robust detection data streams that feed into any adaptive control system.

Additional Benefits

- Connected vehicle ready – able to provide critical infrastructure data through either DSRC or C-V2X communications, including through Iteris' BlueTOAD® Spectra™ CV.
- Includes SmartCycle® and PedTrax® for bicycle and pedestrian detection and counting.
- Embedded 'mouse and monitor' setup in addition to Laptop or remote setup.
- Easy installation – a simple three-wire cable and shelf-mount cabinet control units make installation quick and cost-effective.

- Comprehensive on-screen display includes many features for instant monitoring of system.
- Flexibility – choose from either a hybrid video and radar sensor option or a video-only sensor option.
- VantageCare™ eligible – compatible with the VantageCare detection health monitoring service.
- Fully compatible with Iteris' ClearGuide™ SPM and VantageLive!®, as well as other third-party web and mobile-based traffic measurement applications.



Specifications

SYSTEM - GENERAL

Environmental	
Temperature	-35°F to +165°F (-34°C to +74°C)
Humidity	0% to 95% non-condensing
Vibration	0.5G, 3 axes, 5-30Hz
Shock	10G in all 3 axes
Ingress Protection	IP 67
Regulatory	
	NEMA TS-2
	FCC Part15, Class A
Warranty	
	3 Years limited warranty

SENSOR HEAD - GENERAL

Connections	Terminal Block
Communications	Ethernet over Power line
Power	Voltage – 110VAC
	Consumption: Camera Only - 15W (Max) Hybrid - 25W (Max)
Dimensions (Excluding Mounting Bracket)	Camera Only – 16" (406mm) D x 6.25" (159mm) W x 7" (178mm) H Hybrid - Physical 17" (432mm) D x 15" (381mm) W x 14" (356mm) H
Weight	Camera Only – 5lbs (2.3kg) Hybrid – 10lbs (4.55kg)

SENSOR HEAD - CAMERA

Imager	1080P 30FPS
	1 Lux Minimum Illumination
	3D-DNR Noise Reduction
Lens	Lens 12x Optical Zoom
	Focal Length 5.4° tele to 50.7° wide
	Dynamic Range > 100dB
Heater	Indium Tin Oxide

SENSOR HEAD - RADAR

Frequency	24GHz (K-Band)
Accuracy	Speed 0 to 150mph ±1mph (0 to 240kph ±1.5kph)
Tracked Objects	Up to 64

CABINET INTERFACE

Configuration	Up to 4 sensors
Communications	Ethernet
	USB x4
	SDLC
	EMBUS



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NOTICE: Iteris, Inc. reserves the right to change product specifications without notice. Information furnished is for informational purposes only. This information may not be complete or the latest revision. For the most up-to-date information, please contact Iteris, Inc.

Vantage Apex™

Cabinet Interface (CI) and Power Injector (PI)

AI-powered detection platform



Industry-leading detection and tracking, powered by the latest artificial intelligence (AI) algorithms



Simple three-wire cable for quick and cost-effective installation



Multiple user interfaces, including mouse and monitor, ethernet, Wi-Fi and USB

The Vantage Apex™ platform includes the cabinet interface (CI), which combines the proven performance of Iteris detection with integrated AI algorithms, and the power injector (PI), which provides 120V power for up to four sensor heads. Pair both with either a hybrid video and radar sensor option or a video-only sensor option for maximum detection flexibility.

Unique AI Algorithms for Detailed Vehicle Detection and Object Classification

Built on the leading AI compute platform, Iteris' AI video analytics identifies objects based on machine learning using Iteris' extensive image library and high-performing neural network algorithms. This enables incredible precision and detailed classification of many different vehicle types and vulnerable road users such as pedestrians and cyclists.

Easy Setup and Configuration

The Vantage Apex offers a simple three-wire cable, shelf-mount form factor units and an intuitive software setup tool to make installation quick, easy and cost-effective. No special tools are required for installation.

iteris®

Additional Benefits

- Modular- Each CI can support up to 4 sensor heads
- Includes SmartCycle® and PedTrax® for bicycle and pedestrian detection and counting
- Embedded ‘mouse and monitor’ setup in addition to laptop or remote setup
- Comprehensive on-screen display for instant system monitoring
- Compatible with the VantageCare™ detection health monitoring service, ClearGuide SPM™ and VantageLive!®, as well as other third-party web and mobile-based traffic measurement.

Specifications

CABINET INTERFACE (CI)

Temperature	-35°F to +165°F (-34°C to +74°C)
Humidity	0% to 95% non-condensing
Vibration	0.5G, 3 axes, 5-30Hz
Shock	10G in all 3 axes
Dimensions	10" (254mm) D x 4" (101.6mm) W x 10" (254mm) H
Connections	RJ-45
	Terminal Block
	USB
	HDMI
	15 Pin D-Sub
	SMA Female – Wi-Fi Antenna

Power	Voltage – 110VAC
Weight	10.1lbs (4.6kg)
Communications	Ethernet
	EMBUS
	SDLC
	USBx4
	Wi-Fi
Configuration	Up to 4 sensors
Regulatory	NEMA TS-2
	FCC Part15, Class A
Warranty	3 Years limited warranty

POWER INJECTOR (PI)

Temperature	-35°F to +165°F (-34°C to +74°C)
Humidity	0% to 95% non-condensing
Vibration	0.5G, 3 axes, 5-30Hz
Shock	10G in all 3 axes
Dimensions	10" (254mm) D x 4" (101.6mm) W x 10" (254mm) H
Connections	Terminal Block - To Sensor Head
	RJ45 - To CI
	EMBUS - To CI

Power	Voltage – 110VAC
Weight	9.1lbs (4.1kg)
Configuration	Up to 4 sensors
Regulatory	NEMA TS-2
	FCC Part15, Class A
Warranty	3 Years limited warranty



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NOTICE: Iteris, Inc. reserves the right to change product specifications without notice. Information furnished is for informational purposes only. This information may not be complete or the latest revision. For the most up-to-date information, please contact Iteris, Inc.

Professional Video Monitor – HMDE Series

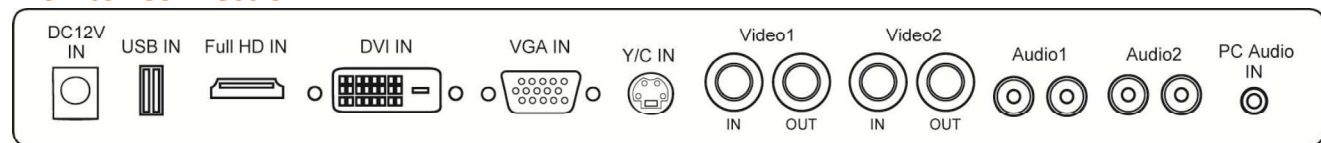
- CH-L104AK-5HMDELB

Special features

- PIP Control Function (Only PC/Video).[Video/Video option]
- Screen protector (Anti-blur /Image auto move).
- NTSC/PAL Auto Switch.
- 3D Comb Filter Technology. 3D De-interlace Technology.
- Automatic Color Control and Color Killer.
- Luminance transient improvement(LTI),Chrominance transient improvement(CTI)
- Build-in 2W speaker, 42" 7W+7W speaker, Support IR remote controller.
- VESA standard bracket



Monitor Connection



Specifications

Model	CH-L104AK-5HMDELB
Monitor Specification	
System	PAL / NTSC
LCD panel	10.4"
Visible area (mm)	211.2 x 158.4
Picture format	4 : 3
Max. resolution	1024x768
Pixel dot pitch (mm)	0.2063x0.2063
Colours	16.7M
Brightness	1000 cd/m ²
Contrast	900 :1
Response time	16 ms
View angle (U/D/L/R)	75/75/75/75
Video input/output	2x / 2x Composite (BNC)
S-Video input	1x 4 Pin Mini Dim
Full HD input	1x (A Type)
Audio input/output	2x / 2x (RCA)
PC input	1x VGA input (D-Sub 15 pin) 1x DVI-D input 1x Audio input
Speaker	1x built-in speaker (2 watt)
3D Comb Filter	Yes
3D De-Interlace function	Yes
Picture-in-Picture (PIP)	Yes (video/PC)
OSD setting	Yes
Power input	AC 100-240V 50/60Hz, Adapter DC 12V/5A
Power consumption	Approx. 12 watt
Dimensions (W*H*D) mm	266 x 214 x 60
Weight	2.3 kg
Operating temperature	0° to 40° C

Subject to technical changes without prior notice. Error excepted.

SDLC Components (TS2)

Iteris manufactures TS2 interface panels and cables for connecting TS2 devices.



0285010030

SDLC interconnect assembly (TS2) 6 position w/sheet metal L bracket

0285010035

SDLC interconnect assembly (TS2) 9 position w/sheet metal L bracket

0630041000

SDLC cable (TS2) connectors both ends 3ft

0630041010

SDLC cable (TS2) connectors both ends 5ft

0630041040

SDLC cable (TS2) connectors both ends 7ft



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Scott Bohemier, Transportation Planner/Analyst

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Cooperative Agreement No. PR463-23-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to School Program (“WN-SRTS Program”) through September 30, 2024 in the amount of \$223,730 comprising \$212,543 in Transportation Alternatives Program (“TAP”) funds plus the required 5% local match of \$11,187, and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement to revise scope of work, to extend the time of performance, or to approve funding changes not exceeding 10% of the Agreement amount.

Staff Summary: The WN-SRTS Program was established in 2017 and serves Kindergarten through 12th Grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Agreement will allow the WN-SRTS Program to continue to provide planning and program services for all schools through September 30, 2024.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement to revise the scope of work, to extend the time of performance, or to approve all funding changes not exceeding 10% of the Agreement amount.

Background/Issues & Analysis

With support from the RTC, the WN-SRTS Program continues to grow and adapt to best serve the Western Nevada community and our most vulnerable roadway users. The WN-SRTS Program is funded in large part with federal TAP funding provided to RTC through a competitive grant and agreement process administered by NDOT. RTC submitted a grant application to NDOT in April 2023 to fund the WN-SRTS Program for federal fiscal year 2024. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada’s children.

The goals of the WN-SRTS Program are far reaching. The WN-SRTS Program is committed to creative outreach, listening for instructional feedback, and inclusive partnership within the community. It aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. The WN-SRTS Program aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students’ safety during the school commute and reducing traffic

congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

The WN-SRTS Program has had many successes over the years. Recently, the current WN-SRTS Coordinator and champions formed a partnership with the Carson City Sheriff's Office for increased safety outreach around Carson City schools. The WN-SRTS Program also just completed a Bicycle and Pedestrian Safety Study for all schools in Douglas County, building on the success of the study completed for Carson City in 2020.

The WN-SRTS Program serves a diverse mix of schools, from urban schools in Carson City to rural schools along state highways. One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as advocacy to support safe walking and bicycling. Program activities are variable and may include Walking Wednesdays, Trekking Thursdays, bike trains, in-class safe pedestrian and bicyclist education for K-8, and more. All WN-SRTS activities are designed to ensure students experience the benefits of physical activity and knowledge to empower students to walk or bike to school independently and safely.

RTC staff acknowledges and thanks NDOT staff for awarding the WN-SRTS Program these funds. We look forward to a continued partnership with them not only for schools in Carson City, but also with our partners in Douglas County, Lyon County, and Storey County, who, without programs like this, would not receive the same support and attention they deserve.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, 277A.270

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number:

Project G304017001. For Revenues: Regional Transportation Fund, Federal Grants / 2503082-431010. For Expenses: Regional Transportation Fund, Various Safe Routes to School Accounts / 2503040.

Is it currently budgeted? ☒ Yes ☐ No

If approved, federal grant funding in the amount of \$212,543 will be added into the Fiscal Year 2024 budget during the first round of budget augmentations. The required 5% local match in an amount of \$11,187 is provided as in-kind match from the Regional Transportation fund; consequently, no additional local match is required to be budgeted.

Alternatives

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

Supporting Material

-Exhibit-1: Cooperative Agreement No. PR463-26-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

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Agreement Number PR463-23-063

NEVADA SAFE ROUTES TO SCHOOL PROGRAM
SUBRECIPIENT AGREEMENT FOR NON-INFRASTRUCTURE ACTIVITIES

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada, 89701, hereinafter called "SUBRECIPIENT".

WITNESSETH:

WHEREAS, 23 USC 402, 23 USC 133(h)(3)(B), and 23 USC 133(b)(7), provides the Federal Highway Administration (FHWA) Office of Safety funds under the Infrastructure Investment and Jobs Act (IIJA) within the Bipartisan Infrastructure Law (BIL), for the establishment and carrying out of a Safe Routes to School (SRTS) Program for the benefit of children and teenagers in primary, middle, and high schools; and

WHEREAS, the purposes of 23 USC 402, 23 USC 133(h)(3)(B), and 23 USC 133 (b)(7), are (1) to enable and encourage children and teenagers, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, amounts apportioned to the State of Nevada, pursuant to 23 USC 402, 23 USC 133(h)(3)(B) and 23 USC 133(b)(7) shall be administered by the DEPARTMENT; and

WHEREAS, before Federal Aid will be made available, the SUBRECIPIENT and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the SUBRECIPIENT and the DEPARTMENT have developed a PROJECT proposal that has been approved for funding; and

WHEREAS, the SUBRECIPIENT is eligible to receive 23 USC 402, 23 USC 133(h)(3)(B), and 23 USC 133 (b)(7) funds:

WHEREAS, the PROJECT has been approved for Federal Transportation Alternatives Program (TAP) funds Code of Federal Domestic Assistance (CFDA) Number 20.205; and

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

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within Attachment A – "Scope of Work", attached hereto and incorporated herein, and Attachment C – "Application", attached hereto and incorporated herein, is to provide SRTS initiatives related to Engagement, Equity, Engineering, Encouragement, Education, and Evaluation, through performance of the Scope of Work set forth in Attachment A, which is hereinafter referred to as "PROJECT", and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the

PROJECT will be undertaken and completed.

ARTICLE II - SCOPE OF PROJECT

1. The SUBRECIPIENT shall coordinate with the DEPARTMENT's SRTS Coordinator and the Active Transportation Manager, and provide support data, surveys, or other information as needed to review the strategies implemented by the SUBRECIPIENT for their effectiveness in achieving the PROJECT's objectives near each affected school. A written report on the progress status will be due quarterly, in conjunction with the quarterly invoices that are submitted and shall reflect the same time-period as the quarterly invoices. The quarterly invoices should include a NDOT cover sheet and all of the necessary information should be filled in.

ARTICLE III - COST

1. Funding for PROJECT is eligible for federal reimbursement up to Ninety-Five percent (95%) of eligible program costs. SUBRECIPIENT is responsible for providing a matching percentage minimum of Five percent (5%) in eligible non-federal funds or contributions.

2. The maximum dollar amount that is reimbursable under this Agreement shall not exceed Two Hundred Twenty-Three Thousand Seven Hundred Thirty and No/100 Dollars (\$223,730.00). Two Hundred Twelve Thousand Five Hundred Forty-Three and No/100 Dollars (\$212,543.00) from federal STBG Transportation Alternatives Program Fund, and Eleven Thousand One Hundred and Eighty-Seven and No/100 Dollars (\$11,187.00) from local match. Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection of work completed as specified in Attachment A, and within fiscal constraint specified in Attachment B – "Budget", attached hereto and incorporated herein.

3. The SUBRECIPIENT agrees to invoice quarterly, including all invoice backup documentation and a detailed quarterly progress report.

4. This agreement is based on federal funds being made available through the FHWA. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR (CFR) must be followed. The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless eligible federal funds are appropriated to the DEPARTMENT for the specific purposes of this Agreement.

ARTICLE IV - PERFORMANCE

1. The term of this Agreement shall be from the date first written above, and shall run through and including SEPTEMBER 30, 2024.

2. Activities and purchases outlined under this agreement which are implemented or expended prior to the date of a written "Notice to Proceed" has been transmitted by the DEPARTMENT to the SUBRECIPIENT will not be eligible for reimbursement.

3. The DEPARTMENT shall not issue a Notice to Proceed to the SUBRECIPIENT unless and until eligible federal funds have been appropriated to the DEPARTMENT for the purposes of this Agreement.

ARTICLE V - PROJECT VEHICLES AND EQUIPMENT

1. Equipment purchased with federal funds that are no longer needed for its original

purpose or program or for other activities currently or previously supported by a federal agency are to be disposed of according to applicable regulations.

ARTICLE VI - RECORDS AND REPORTS

1. The SUBRECIPIENT shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. The SUBRECIPIENT shall collect walking and biking to school data. Data is to be collected at appropriate and established intervals. The mechanism for collecting this data will be provided by the National Center for Safe Routes to School. The data shall be entered at <https://saferoutesdata.org>. Data shall be collected annually during the following months: the Student Travel Tally should be done in the month of April, and the Parent Survey should be completed in the month of September.

3. It is expressly understood that the DEPARTMENT and the FHWA shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT will retain records subject to audit, for three (3) years from the ending date of this Agreement.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by mutual consent of both parties, or unilaterally by either party without cause.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws, and regulations.

2. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR must be followed by the SUBRECIPIENT. These references can be found at https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/ta_guidance_2022.pdf.

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

4. No member, officer, or employee of the SUBRECIPIENT during his or her tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive.

as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

6. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement. Venue for any such actions shall be in Carson City.

9. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

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

11. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

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

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

14. The illegality or invalidity of any provision or portion of this Agreement shall not

affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

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

17. This Agreement, and the attachments thereto: Attachment A - "Scope of Work", Attachment B - "Budget", and Attachment C - "Application". constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

SUBRECIPIENT:
Carson City Regional Transportation
Commission

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

Signature

Director

Christopher Martinovich Transportation Manager

Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:

Shane Chesney

005162A5E4B2445...

Deputy Attorney General

Attachment A SCOPE OF WORK

Summary:

The Carson City Regional Transportation Commission in coordination with Carson City Public Works will manage and operate the Western Nevada Safe Routes to School Program (WNSRTS) which has been providing exceptional active transportation programming for children and families in the Western Nevada Region since 2012. The Western Nevada Region includes Carson City, Douglas County, Lyon County and Storey County. This scope of work represents a commitment to continue and to expand the WNSRTS program for FFY 2024, with the understanding that a longer-term agreement will be executed in FFY 2024 for additional years.

WNSRTS will continue to grow and adapt to best serve our communities by conducting outreach and coordination to students, parents, schools, agencies, law enforcement, and community members for a variety of safety and educational campaigns. WNSRTS's mission is to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada's students. WNSRTS is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community, such that the program can continue to grow and be adopted by the community in which it serves.

WNSRTS has achieved a variety of objectives, and will continue to do so by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools through a variety of activities and events. WNSRTS is committed to delivering a high-quality, equitable program that meets the diverse needs of the populations we serve.

WNSRTS is dedicated to promoting safe, a healthy lifestyle, and sustainable transportation options for students in the region. Our program recognizes that the success of Safe Routes to School initiatives and its comprehensive approach to addressing the six "E's" of the program.

Past performance and successes:

WNSRTS has had many past successes over the years. Recently, the current WNSRTS Coordinator was able to build on successful programs like the WNSRTS Champions and successfully partnered with the Carson City Sheriff's Office for increased safety outreach around Carson City schools. The WNSRTS Coordinator also continued a pedestrian safety education campaign in Carson City through a partnership with JAC buses and shelters.

Safety Sally, our resident mascot, has been integrated to the program and is quickly becoming a well-known part of the program.

WNSRTS completed Safe Routes to School Master Plan in Carson City and a Douglas County SRTS Master Plan will be complete in September of 2023. This safety action plan studies existing walking and biking barriers for each school and methodologies for mending these barriers. Carson City has completed in 19 projects from the Carson City Master Plan.

WNSRTS has been successful at getting back into schools after COVID-19 restrictions were lifted. Safety Assemblies, Bicycle Safety and Maintenance and Ride for Reading are a few of the successes that were completed in 2022/2023. WNSRTS has worked closely with the low-income community in partnership with Court Appointed State Advocates (CASA), Carson City to

provide incentives and safety instruction to those who live in homes with no vehicles for transportation.

Management & Coordination:

WNSRTS is managed by a Coordinator, housed within Carson City Public Works. The Coordinator is supported by Champions who assist with school and community functions and events as needed. In addition to the Coordinator and Champions, WNSRTS will be supported from other City staff including the Transportation Manager, grant analysts, planners, and engineers all of whom work collaboratively to ensure success of the program. Management activities of all staff generally include:

- Attendance at meetings (Boards, Commissions, NDOT, City, public etc.)
- Stakeholder coordination
- Coordination with schools and school districts
- Attendance and participation at conferences
- Training
- Management, coordination, and attendance at school activities, functions, and events
- Participation and attendance at community activities, functions, and events
- Management of contractors, consultants, and volunteers
- Reimbursements
- Grant applications
- Other administrative functions, as required.

A key element of WNSRTS is related to outreach and coordination. Activities related to outreach and coordination include the participation in studies and the creation and distribution of materials through various means including, but not limited to:

- Newsletters
- Website management and posting
- Purchasing, printing and posting of signs, banners, posters, handouts, and other promotional and educational outreach material
- Social media
- Participation in partner agency planning activities including master plans and corridor studies

Actions & Events:

WNSRTS currently serves a diverse mix of schools, from urban schools in Carson City to rural schools in Douglas, Lyon, and Storey Counties. Support for these rural schools would not be possible without the continued federal funding provided by TAP, as local matching funds are provided by Carson City.

One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as advocacy to support safe walking and bicycling. All WNSRTS activities are designed to ensure students experience the benefits of physical activity and knowledge to empower students to walk or bike to school independently and safely. These activities generally include, but are not limited to:

- Bicycle Safety and Maintenance events (3)

- Bike Rodeos (5)
- Ride for Reading (3)
- Participating in community events and activities (6-8)
- Back to school nights (5-7)
- Walk/Bike to school activities (8-10)

WNSRTS seeks to improve the overall safety of students while also increasing their physical activity levels and reducing traffic congestion around schools. The program seeks to reduce the incidence of pedestrian and bicycle accidents and improve the overall safety of our streets and neighborhoods. To accomplish this, actions may include, but are not limited to:

- Conducting safety assemblies (10-12)
- Completing walk audits at various schools
- Conducting on-site education
- Parent/Student workshops
- Performing data collection
- Performing traffic studies or other safety studies in the area of schools to analyze network connectivity
- Identification of infrastructure improvements to calm traffic or increase non-driver safety
- Development of school safety action plans
- Safety outreach and messaging campaigns
- Implementation of other programmatic recommendations as identified in Safe Routes to School Master Plans

Milestone performance:

Over the next year, WNSRTS will monitor and evaluate progress of the program's progress and various activities and interventions implemented as part of the program, including education and encouragement programs, infrastructure improvements, and community outreach efforts. Based on the evaluation findings, we will adjust the program as needed to improve its effectiveness. For example, if the program is not achieving its goals, changes might be made to the education and encouragement programs, infrastructure improvements, or community outreach efforts. If the program is achieving its goals, we will continue that success and continue to improve.

Funding Task Summary:

The following tasks detail the items included in the Funding Summary (Table 1) provided below. These costs are based on City budgets, employee contracts, and historical averages and anticipated cost estimates for activities, supplies, and services. Individual line items within each task represent an estimate of cost and may change depending on the number, type, and vendor, and cost of the item. Costs between Tasks 1-4 will not be adjusted without an amendment to the Agreement.

Task 1 - PERSONNEL COSTS

Personnel costs refer to expenses related to the compensation and benefits of staff who are working on projects and attending activities associated with WNSRTS. These costs include:

- Wages, salaries, fringe benefits, payroll taxes, and any other costs associated with staff employment and compensation, using NDOT rates approved annually and effective November 1.

Task 2 - CONSULTANT/CONTRACT SERVICES

Consultant and contract services refer to specialized expertise or services that are provided to WNSRTS in partnership with an external organization, contractor, or consultant. These services include:

- Bicycle Repair Mechanic/Shop for Bike Fleet Maintenance - Services provided by local bicycle repair shops for the repair or maintenance of program owned or donated bicycles to support bicycle rodeo events, bike to school week, and safety incentives.
- Safety and Education Campaigns – Costs cover the procurement of goods and services to support program outreach and public awareness safety campaigns for school zone safety and to encourage drivers to be aware of students who choose to walk, bike or roll to school, in accordance with federal SRTS activities (23 U.S.C. 208) which include public awareness campaigns. These awareness campaigns will include a safety outreach campaign in partnership with the Jump Around Carson transit system, for the purchase, printing, and display of posters to draw attention and awareness to driving safely in school zones and associated school zone laws. The task also includes costs for purchasing and printing of banners related to the WNSRTS Program. All schools in Carson City are location within 1-mile of a JAC bus route.
- Consultant Support – Consultant support services will include support for a technical study to analyze pedestrian and traffic flows at one school in the WNSRTS Region during the one-year agreement. This is anticipated to begin in the Fall of 20223. Consultant tasks will include, project management, coordination, data collection and analysis, and completion of a document of recommendations. These services will be procured through a formal procurement process in accordance with approved policies that existing between NDOT and Carson City.

Task 3 - TRAVEL & TRAINING

Attending conferences and workshops can provide valuable opportunities to learn about best practices, new technologies, and emerging trends in the transportation industry. These events can also provide opportunities for networking and collaboration with other transportation professionals, which can help to foster new ideas and partnerships. By staying up-to-date with the latest trends and technologies, building strong partnerships and collaborations, and maintaining specialized skills and knowledge, transportation professionals can help to ensure that projects and programs are successful and meet the needs of the communities they serve.

Travel and training expenses may include:

- Costs for registration fees for attending conferences, workshops, and other training events/classes, as well as associated expenses related to the travel to/from the conferences, workshops, training, per federal guidelines.
- Costs for travel, including gasoline and parking, for WNSRTS related meetings, site visits, or events.

Task 4 - SUPPLIES & EQUIPMENT

The lists below are examples of supplies and equipment that will be used for education and outreach with students and the community.

- Administrative supplies: These items include miscellaneous supplies for the day-to-day administration and operation of WNSRTS. Examples include, but are not limited to, general office supplies, mailings, printing, software purchase and software license fees, subscription costs, computers and associated hardware, and data collection hardware and software to report performance measures.
- Educational materials: WNSRTS may use a variety of educational materials to teach children and families about safe walking and biking skills, traffic safety laws, and the benefits of active transportation. These materials may include, but are not limited to, brochures, posters, booklets, and educational videos.
- Safety equipment: WNSRTS may provide safety equipment for WNSRTS staff, school district staff, non-profit community organizations, and students. Equipment includes items such as reflective vests, helmets, reflectors, stickers, helmets, lights/flashlights, signs, and other PPE.
- Event supplies: SRTS programs will host events, such as walk and bike to school days, bicycle rodeos, poster contests, community events, or safety fairs, that require event specific supplies such as tents, tables, chairs, cones, traffic control devises, tools, decorations, arts and crafts, etc.
- Incentives: WNSRTS conducts activities and offers incentives for participants. The purchase of incentives includes items such as, but not limited to, bikes, scooters, stickers, wristbands, gift certificates, flashlights, glow in the dark materials, booklets, and any other items used to incentive participation in activities.
- Marketing and outreach materials: SRTS programs may need marketing and outreach materials to promote program activities and events. These materials may include media outreach website hosting, social media graphics, printing of flyers and notices.

FUNDING SUMMARY (next pages):

Attachment B

TABLE 1 - Funding Summary					
BUDGET 10/1/23 - 9/30/24		FY 2024 10/1/23- 6/30/24		FY 2025 7/1/24 -9/30/24	
Task 1 - Personnel Costs					
Task Description: Personnel costs refer to expenses related to the compensation and benefits of staff who are working on projects and attending activities associated with WNSRTS. Staff who charge for program activities generally include, but are not limited to, WNSRTS Coordinator, Champions, fiscal/grants analyst, planners, engineers and the City's Transportation Manager					
Position/Activity	NDOT Rate*	Hours	NDOT Rate*	Hours	TOTAL
Western Nevada Safe Routes to School Coordinator - Full Time	\$62.11	1,560	\$62.11	520	\$129,188.80
Safe Routes to School Champions - Two Champions @ 20 hrs. per week for 46-weeks	\$20.00	1,360.00	\$20.00	480.00	\$36,800.00
Transportation Manager	\$98.76	36.00	\$98.76	12.00	\$4,740.48
Clerical and Admin Staff	\$55.65	72.00	\$55.65	24.00	\$5,342.40
Volunteer/Staff Background Checks					\$125.00
TOTAL Task 1					\$176,196.68
* NDOTs rates change Nov 1 each year. Rates shown are estimated FY 24 rates based on FY 23 rates for staff.					
Task 2 - Consultant / Contract Services					
Task Description: Consultant and contract services refers to specialized expertise or services that are provided to WNSRTS in partnership with an external organization, contractor, or consultant.					
Activity	Quantity	Cost	Quantity	Cost	TOTAL
Bicycle Repair Mechanic/Shop for Bike Fleet Maintenance	1.00	400.00	1.00	100.00	\$500.00
Safety and Education Awareness Campaigns					\$13,000.00
Partnership with JAC for an awareness campaign and outreach	1.00	10,000.00			\$10,000.00
Printing costs of signs and banners for campaign (est. 12 signs)	12.00	250.00			\$3,000.00
Consultant Support for one school pedestrian and traffic circulation analysis	1.00	8,000.00	1.00	2,000.00	\$10,000.00
TOTAL Task 2					\$23,500.00
Task 3 - Travel and Training					
Task Description: Travel and training expenses may include for registration fees for attending conferences, workshops, and other training events/classes, as well as associated expenses related to the travel to/from the conferences, workshops, training, per federal guidelines. Costs also include gasoline and parking for WNSRTS related meetings, site visits, or events.					
Activity	Quantity	Rate/Cost	Quantity	Rate/Cost	TOTAL
WNSRTS Coordinator Attendance at APA Conference (April) in Minneapolis, MN	1.00	800.00			\$800.00
Travel Costs	1.00	919.00			\$919.00
Airport Transfer (Bus, Taxi, Uber, etc.)	2.00	40.00			\$80.00
Lodging - Per Diem	5.00	198.00			\$990.00
Meals - Per Diem	6.00	79.00			\$474.00
Airport Parking	1.00	84.00			\$84.00
WNSRTS Coordination Safe Routes to School National Conference (Virtual)			1.00	75.00	\$75.00
WNSRTS Coordinator Attendance at Nevada Transportation Conference (May) in Las Vegas, NV	1.00	175.00			\$175.00
Travel Costs	1.00	360.00			\$360.00
Lodging - Per Diem	3.00	150.00			\$450.00
Meals - Per Diem	3.00	69.00			\$207.00
	Rate	Miles/Cost	Rate	Miles/Cost	
Gasoline	1,100.00	0.655	400.00	0.66	\$982.50
Misc Travel Costs - Parking and incidentals	1.00	100.00	1.00	50.00	\$150.00
TOTAL Task 3					\$5,746.50

Table 1 Cont.

Task 4 - Supplies and Equipment					
Task Description:					
This tasks refers to supplies and equipment that will be used for the various education and outreach with students and the community as listed in the Management & Coordination and the Actions & Events Section of the Scope of Work. These costs are based on historical averages from the WNSRTS program as well as cost estimates of anticipated expenditures.					
Activity	Quantity	Rate/Cost	Quantity	Rate/Cost	TOTAL
Administrative Supplies - Miscellaneous supplies for the day-to-day administration and operation of WNSRTS, including, but are not limited to, general office supplies, mailings, printing, software purchase and software license fees, computers and associated hardware, and data collection hardware and software to report performance measures.	1.00	1,200.00	1.00	400.00	\$1,600.00
Educational Materials - Materials may include, but are not limited to, brochures, posters, booklets, and educational videos.	1.00	750.00	1.00	250.00	\$1,000.00
Safety Equipment - Includes items such as reflective vests, reflectors, crossing guard stop signs, portable signs for school zones, lights/flashlights, signs, and other PPE.	1.00	2,250.00	1.00	750.00	\$3,000.00
Incentives - Items for participants at events.					\$22,935.00
Bicycles	4.00	350.00			\$1,400.00
Scooters	4.00	40.00			\$160.00
Bicycle Supplies (Water Bottles, Patch kits, emergency notices, tools, tires/tubes)	1.00	300.00	1.00	150.00	\$450.00
Gift Certificates	15.00	20.00	5.00	20.00	\$400.00
Ride for Reading Books	1,500.00	2.00			\$3,000.00
Brain Stress Balls used as part of Helmet Safety talks	1,000.00	1.05	1,000.00	1.05	\$2,100.00
Helmets	300.00	10.00	100.00	10.00	\$4,000.00
Helmet ID Tags	150.00	2.75	50.00	2.75	\$550.00
Stickers Rolls of 250	20.00	17.00	5.00	17.00	\$425.00
Tattoos	500.00	0.50	200.00	0.50	\$350.00
Sunglasses	500.00	2.00	200.00	2.00	\$1,400.00
Bells	500.00	1.00			\$500.00
Blinkie Lights w/ Safety Card	1,000.00	3.20			\$3,200.00
Zipper Pulls w/Safety Cards	2,000.00	1.50			\$3,000.00
Glow Safety Bracelets	2,000.00	0.80	500.00	0.80	\$2,000.00
Event Supplies					\$2,410.00
Table (small square table)	1.00	40.00			\$40.00
Chairs (fold up)	3.00	40.00			\$120.00
Tools/Cones/Traffic control devices/Safety Town Supplies - Bike Rodeos	1.00	1,125.00	1.00	375.00	\$1,500.00
Decoration/Arts and Crafts Poster Contests	1.00	750.00			\$750.00
Marketing and Outreach Materials					\$2,041.60
Event media distribution - (Estimate cost of news printing)	2.00	120.00	2.00	120.00	\$480.00
Web hosting subscriptions	1.00	811.60			\$811.60
Printing of flyers and notices	1.00	500.00	1.00	250.00	\$750.00
TOTAL Task 4					\$32,986.60
Program TOTALS					
TOTAL Program Cost					\$238,429.78
FY 24					\$185,837.36
FY 25					\$52,592.42
Local Match 5.00%					\$11,921.49
FY 24					\$9,291.87
FY 25					\$2,629.62
Federal Funding 95.00%					\$226,508.29
FY 24					\$176,545.49
FY 25					\$49,962.80

Note: Additional descriptions and details of tasks are provided in the funding task summary narrative.

Attachment C

Transportation Alternatives Program Application Form

Submitted by: Anonymous user

Submitted time: Apr 13, 2023, 12:17:05 PM

Please Select the Project Type

Non-Infrastructure

A. Applicant Information

1. Sponsor Organization

Carson City Public Works

2. Sponsor Type

MPO (MPOs with populations over 200,000 may partner with another eligible applicant)

3. Agency Address

**3505 Butti Way
Carson City Nevada 89701**

4. Contact Name

Chris Martinovich

5. Title

Transportation Manager

6. Phone

775-283-7367

7. Email

cmartinovich@carson.org

8. Unique Entity Identifier (UEI)

DTBPJMA2QFC8

B. Project Information

In Process

1. Project Name

Western Nevada Safe Routes to School

2. Eligible Project Category (Non-Infrastructure Projects)

Safe Routes to School (SRTS) Programs and SRTS coordinators

3. Project Purpose

Encouraging students to walk, bike or roll to and from school safely while improving physical activity and reducing traffic congestion around schools. The program helps to create a safer and healthy community for students to learn and grow.

4. Project Description

The Safe Routes to School program includes a combination of infrastructure improvements, education, and encouragement to help children walk, bike, or roll safely to school. Infrastructure improvements might include things like sidewalks, crosswalks, bike lanes, and traffic calming measures to make the journey safer. Education might include pedestrian and bicycle safety training, while encouragement involves events like walking school buses or bike rodeos to promote active transportation. The goal is to create a safe, healthy, and fun environment for children to travel to and from school, while also reducing traffic congestion and promoting physical activity.

5. Project Location

The program covers Carson City, Lyon, Douglas and Storey counties.

Please sketch the project area on the map below

Area: 1,392,365 Acres



C. Applicant Technical Capacity

1. Have you held a pre-application meeting with NDOT?

Yes

2. Do you have staff with experience or training administering state or federal grants?

Yes

If yes, provide name and position:

Rebecca Bustos
Grant Analyst
rbustos@carson.org
775-283-7045

3. Have you attended/viewed NDOT TA Set Aside training?

Yes

D. Project Readiness

1. Schedule Milestones

Listed below are some of the Milestones that we expect to complete through the duration of the agreement. The program

Form planning committees
Conduct Walk audits
Develop a Safe Routes to School Master Plan
Attend and host community events
Recommend infrastructure improvements
Implement education and encouragement programs
Monitor and evaluate progress
Mode shift

While most of these milestones are ongoing throughout the entire agreement, some have set timelines as described on the “Narrative_Milestones” attachment below

2. Previous Work

- **Other (Please specify below)**

Please specify names of planning document(s) - or other completed works - and provide links if available:

-Carson City Safe Routes to School Master Plan - link <https://www.carson.org/government/departments-g-z/public-works/transportation/documents>
-Increased participation in Bike to School Day, Walk to School Day and Nevada Moves Day
-Increased community involvement through events such as National Night Out, Boonanza, -Back to School Nights and events targeting the low income population
-Increased safety around schools working with the Carson City Crossing Guard program
-Completed walk audits and recommended improvements to school circulation to improve pedestrian safety
-Ride for Reading events distributing books to hundreds of students while promoting bike safety
- First annual Bike Fest in conjunction with Gardnerville Main Street promoting bike safety
- Began production of the Douglas County Safe Routes to School Master Plan to be completed by September of 2023
-2023 saw the largest Nevada Moves Month participation ever for the WN_SRTS program reaching 3385 students

E. Project Budget

1. Total Estimated Project Cost?

\$1,248,810.35

2. Please attach a copy of detailed cost estimate.

PDF [SRTS Projected Budget 2023-2027.pdf](#)
67.7KB

3. Local Match?

\$62,440.52

4. Source of Local Match?

In-Kind Match

5. Requested TA Set Aside Grant Amount?

1,186,369.83

6. Have you applied - or do you plan to apply - for other grant funds for this project?

No

F. Project Benefits - Non-Infrastructure Projects

1. Does the project provide safety education?

Yes

Please briefly explain if the answer is Yes. (1-2 sentences)

The program provides safety education by teaching children about traffic safety, including how to cross streets safely and how to bike or walk safely to school.

2. Does the project improve knowledge about alternative modes of transportation?

Yes

Please briefly explain if the answer is Yes. (1-2 sentences)

The program improves knowledge of alternate modes of transportation by promoting walking, biking, and public transit as safe and healthy options for getting to school and help plan safe and efficient routes that prioritize active transportation.

3. Does the project improve alternatives to driving for students?

Yes

Please briefly explain if the answer is Yes. (1-2 sentences)

The program improves alternatives to driving for students by promoting and incentivizing active transportation, such as walking, biking, or taking public transit, which can improve health and reduce traffic congestion.

4. Does the project improve knowledge and skills needed for students to safely walk and bike to school?

Yes

Please briefly explain if the answer is Yes. (1-2 sentences)

Improves the knowledge and skills needed for students to safely walk and bike to school through bike/ped safety education, and providing practical experience for walking and biking with walking school buses, bike trains, and other group activities.

5. Does this project benefit a low-income or underserved community?

Yes

Please briefly describe the equity benefit provided by this initiative (1-2 sentences).

The program benefits low-income or underserved communities by providing access to safe, healthy, and affordable transportation options for children to walk or bike to school. Title 1 and rural schools are high priority for the program.

G. Additional Information

1. Please provide any additional information related to the project.

The Western Nevada Safe Routes to School program provides numerous benefits to both students and the community. By promoting active transportation like walking and biking, the program encourages healthy habits and physical activity among children, which can lead to improved academic performance and reduced rates of obesity and chronic diseases. Additionally, our program can reduce traffic congestion and air pollution around schools, making the area safer and more pleasant for everyone. By involving parents, schools, and community members in the planning and implementation of the program, safe routes to school can also build stronger relationships and foster a sense of community ownership and pride. Finally, our safe routes to school program can help reduce transportation costs for families and schools, by decreasing the need for busing and car trips. Overall, the Western Nevada Safe Routes to School program benefits both individual students and the broader community.

2. Please upload letter(s) of support (if applicable)

PDF [Letters of Support.pdf](#)
1.4MB

3. Please upload attachment (if applicable)

PDF [Narrative_Milestones.pdf](#)
295.1KB

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STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR320-21-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to revise the scope of the East 5th Street Reconstruction Project (“Project”), replace a portion of the Project’s Surface Transportation Block Grant (“STBG”) funding with Highway Improvement Program (“HIP”) funding, revise the total Project funding, extend the termination date to June 30, 2027, and update the contact information; and (2) to authorize the Transportation Manager to sign the Amendment.

Staff Summary: The total estimated construction cost of the Project is \$2,120,000 following revisions to the Project scope. This Amendment reduces the Project scope by shortening the project limits, replaces \$259,119 in STBG funding with an equal amount of HIP funding (as requested by NDOT), revises the Project costs by decreasing the total federal funding from \$2,366,000 to \$1,382,000 and updating the local funding outside of the Agreement, extends the termination date of the agreement from June 30, 2026 to June 30, 2027, and updates the contract information for NDOT and Carson City. The Project is located in Performance District 3.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Amendment, as presented and to authorize the Transportation Manager to sign the Amendment.

Previous Action

May 10, 2023 (Item 5-B) – Based on budgetary restrictions, RTC directed staff to defer the installation of the Project’s proposed roundabout improvements until additional funding could be identified and to continue completion of E. 5th Street portion of the Project.

March 9, 2022 (Item 5-D) – Staff presented design alternatives for the Project to the RTC, and the RTC selected design alternative 1 for the Project, which included improvements to the roundabout and roadway rehabilitation of E. 5th Street.

July 14, 2021 (Item 5-E) – The RTC approved the Agreement for the Project.

Background/Issues & Analysis

Following the May 10, 2023, RTC meeting, staff revised the Project scope by eliminating the roundabout portion from the Project. The revised scope of the Project includes a combination of pavement rehabilitation

and pavement replacement on East 5th Street between Carson River Road and Marsh Road, pathway and ADA upgrades at intersections, waterline enhancements, and landscaping. The Amendment revises the scope of the Project to reflect the current scope and limits of the project.

The change in the Project scope also results in a reduction to the Agreement budget. The Amendment reduces federal STBG funding by an amount of \$984,000. This amount will be reallocated to other eligible projects in Carson City including \$750,000 to the Colorado Street CDBG & Pavement Rehabilitation Project and \$234,000 to the District 1 Carmine Street Rehabilitation Project. These reallocations will be completed through the execution of separate Local Public Agency agreements with NDOT.

The Amendment also replaces \$259,119 in STBG funding with an equal amount of HIP funding, as requested by NDOT, to ensure the state can meet federal obligation requirements. STBG and HIP funding both require a 5% local match. The local funding outside of the Agreement increased slightly because of the decrease in required local match funds, which resulted from (1) the overall decrease in federal funding, and (2) an increase in water utility funds following completion of the design.

Other elements of the Amendment include revisions to the Agreement termination date and updates to the NDOT and Carson City contacts.

The Project's design is complete, and construction is anticipated to occur over the summer of 2024.

Applicable Statute, Code, Policy, Rule or Regulation

NRS277.180, 277A.270, 625.530(3)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: For revenue - STBG Funding / 2503082-431010. For expenses, Project # P303521008 - Regional Transportation fund - Capital Improvements account / 2503035-507010.

Is it currently budgeted? ☒ Yes ☐ No

If approved, the Project will receive \$1,382,000 in STBG and HIP revenues. STBG and HIP funding requires a 5% local match. The decrease in federal funding results in a decrease to the required 5% local match obligation reducing it from \$124,526 to \$72,737. There is \$214,937 in Regional Transportation funds available in the Project budget to be used for this local match.

Alternatives

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

Supporting Material

-Exhibit-1: Amendment 1 to Cooperative Agreement No. PR320-21-063

-Exhibit-2: Cooperative Agreement No. PR320-21-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR320-21-063

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 July 22, 2021, the parties entered into Agreement No. PR320-21-063 to design and construct the E 5th Street Reconstruction Project; and

WHEREAS, the termination date must be amended to add time to complete the project closeout after construction is complete; and

WHEREAS, the parties desire to remove the roundabout improvements from the scope of the project due to increases in construction costs and to reduce the funding by One Million Thirty-Five Thousand Seven Hundred Eighty-Nine and No/100 Dollars (\$1,035,789.00) to the new engineers estimate; and

WHEREAS, the project has been designated to receive Highway Infrastructure Program (HIP) Funding; and

WHEREAS, the Project Scope will be outlined in Attachment A-1; 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 STBG funding for the project in a maximum amount of One Million One Hundred Twenty-Two Thousand Eight Hundred Eighty-One and No/100 Dollars (\$1,122,881.00) and Federal HIP funding in the amount of Two Hundred Fifty-Nine Thousand One Hundred Nineteen and No/100 (\$259,119.00)."

- B. Article II, Paragraph 21, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Seventy-Two Thousand Seven Hundred Thirty-Seven and No/100 Dollars (\$72,737.00) 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, 2026 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:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 116,052.00
DEPARTMENT Construction Engineering Costs:	\$ 15,400.00
CITY Construction Engineering Costs:	\$ 42,000.00
Construction Costs:	<u>\$ 1,276,285.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 1,454,737.00

Available Funding Sources:

Federal STBG Funds:	\$ 1,122,881.00
Federal HIP Funds:	\$ 259,119.00
CITY Match Funds:	<u>\$ 72,737.00</u>
<u>Total PROJECT Funding:</u>	\$ 1,454,737.00”

Local funds outside of agreement: \$ 1,129,200.00

- 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:

Brian Elder, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7086
Fax: (775) 887-2112
E-mail: belder@carson.org"

- F. All of the other provisions of Agreement No. PR320-21-063 dated July 22, 2021, 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

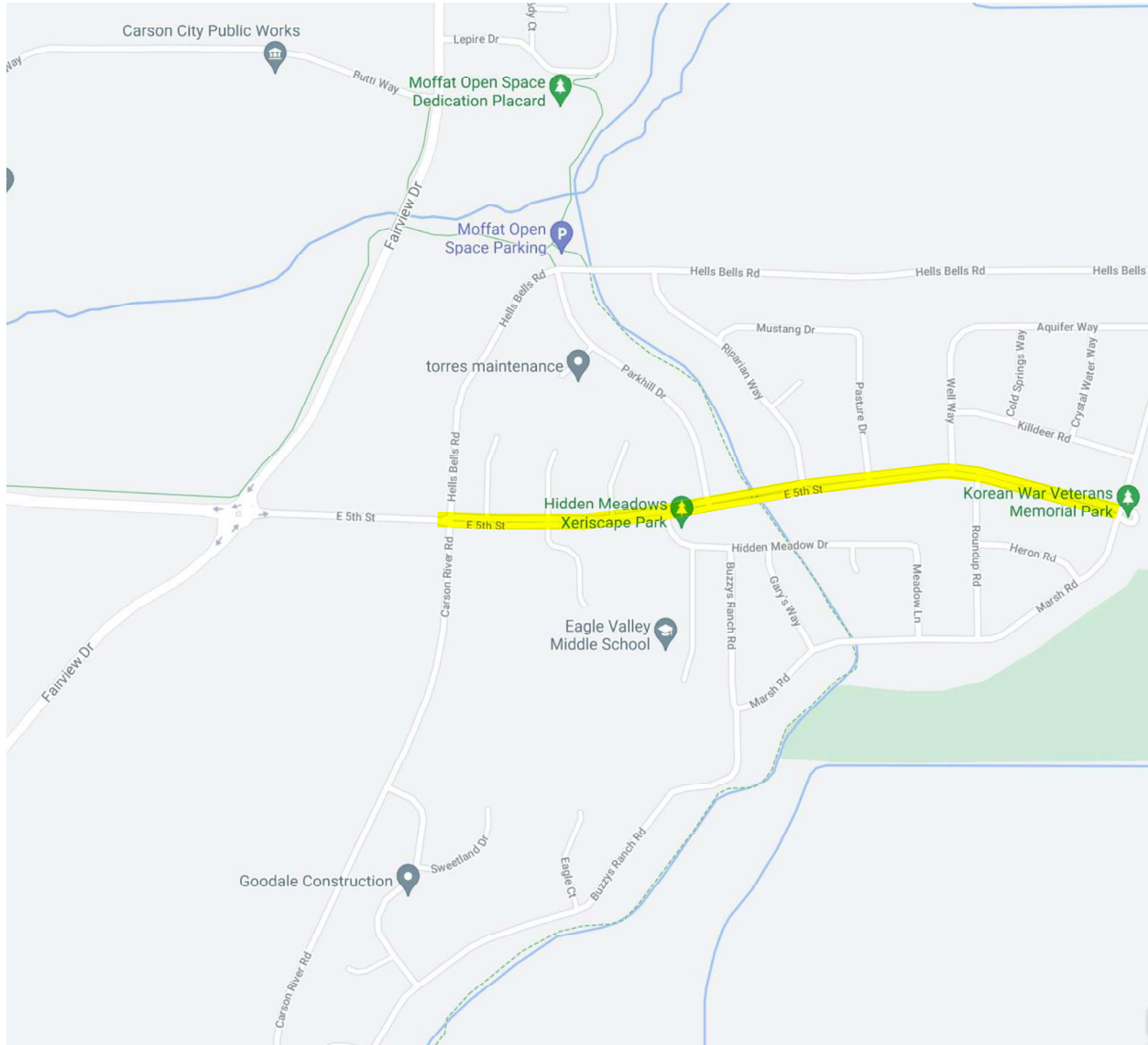
Deputy Attorney General

Approved as to Form:

Adam Tully
Deputy District Attorney

ATTACHMENT A-1
PROJECT SCOPE

Carson City E 5th Street Reconstruction
From West of Carson River Road to Marsh Road



Scope: Rehabilitation and safety improvements to rehabilitate pavement and incorporate Complete Street Elements and landscaping.

Highway Agreement PR320-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
East 5th Street Reconstruction

This Agreement is made and entered on 07/22/2021, 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(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY is willing to agree to Design, Adjust Utility Facilities, Advertise, Award, and Manage Construction of the East 5th Street Reconstruction project, as outlined in the Project Scope, attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson Area Metropolitan Planning Organization (CAMPO) for Federal Surface Transportation Block Grant (STBG) funds; and

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

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

ARTICLE I - DEPARTMENT AGREES:

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

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

State regulations and policies.

3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Two Million Three Hundred Sixty-Six Thousand and No/100 Dollars (\$2,366,000.00).

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

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

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

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

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

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

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

13. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

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

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

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

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

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

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; 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 standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To provide construction engineering at no cost to the project.

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

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

5. To ensure that any utility relocations are in compliance with ADA requirements.
6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.
7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
8. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
9. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
10. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
11. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.
12. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.
13. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.
14. To incorporate all required DBE 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.
15. 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.

16. 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.

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

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

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

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

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Twenty-Four Thousand Five Hundred Twenty-Six and No/100 Dollars (\$124,526.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying

Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

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

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

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

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

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

Total Estimated PROJECT Costs:	
DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 116,052.00
DEPARTMENT Construction Engineering Costs:	\$ 15,400.00
Construction Costs:	<u>\$ 2,354,074.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 2,490,526.00
Available Funding Sources:	
Federal STBG Funds:	\$ 2,366,000.00
CITY Match Funds:	<u>\$ 124,526.00</u>
<u>Total PROJECT Funding:</u>	\$ 2,490,526.00
Additional CITY funding outside of agreement:	\$ 905,474.00

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, construction, and DEPARTMENT construction engineering 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

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

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.

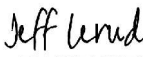
32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated 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

DocuSigned by:

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Transportation Manager


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

DocuSigned by:

E0C1947A442E435...ector


Attest:

DocuSigned by:

A00E5CA07168E473...
Clerk-Recorder

Approved as to Legality & Form:

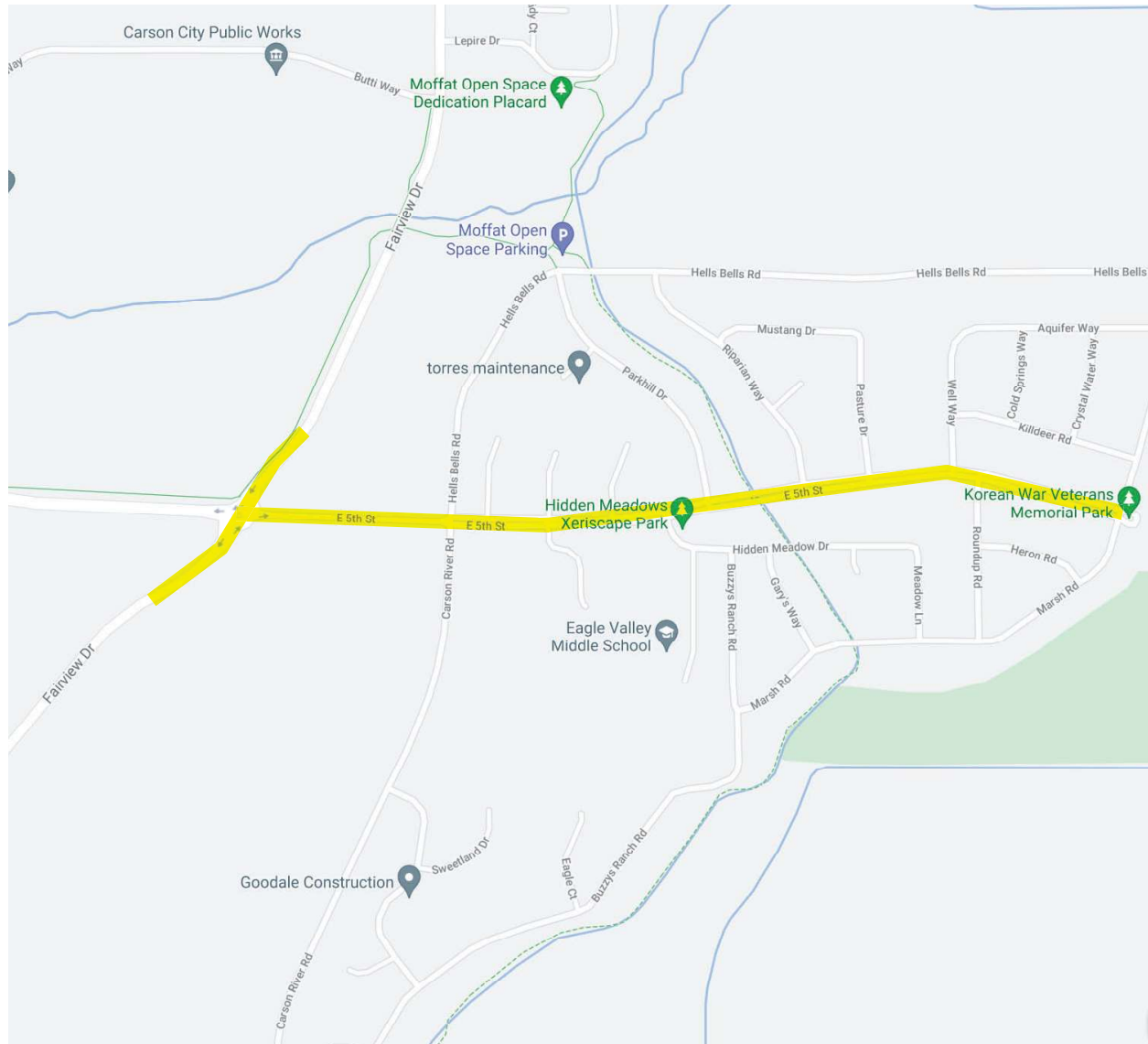
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Approved as to Form:

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ATTACHMENT A PROJECT SCOPE

Carson City E 5th Street Reconstruction From Fairview Drive to Marsh Road



Scope: Design and construction of a roundabout expansion, pavement rehabilitation and reconstruction, multi-use path and ADA improvements, water utility drainage and landscaping improvements.

Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

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)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

2. Equal Employment Opportunity Policy

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

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

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

8. Unions

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

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

9. Subcontracting

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

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

10. Records and Reports

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

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

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

STATE OF _____

SS

COUNTY OF _____

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

being duly sworn do depose and say: That _____

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

(SEAL)

Notary Public, Judge or other Official

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

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

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 (DBE) INFORMATION

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

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

DBE SUBCONTRACTORS:

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

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature

Date

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

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No.

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

Contract No.: _____

Contractor: _____

Project No(s): _____

Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

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

Contractor's Signature

Date

Telephone No.

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

Contractor's Signature

Date

Telephone No.

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s).: _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

Contractor's Signature

Date

Telephone No.

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

REV. 09/13

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

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

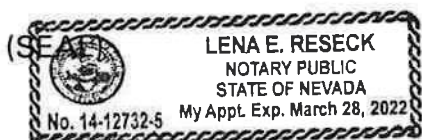
(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this 20th day of July, 20 21



Lena E Reseck
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)

DocuSigned by:

S E6C8EC42B788464... _____

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.



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Amendment 2 (“Amendment”) to Cooperative Agreement No. PR135-21-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) for the Colorado Street Rehabilitation Project (“Project”) to increase Surface Transportation Block Grant (“STBG”) funding by \$750,000 for a new total of \$1,491,292, with a \$37,494 increase in the 5% local match for a new total of \$78,489; revise funds outside the Agreement; extend the termination date to June 30, 2027; and update the contact information, and (2) to authorize the Transportation Manager to sign the Amendment.

Staff Summary: The Project includes pavement rehabilitation on Colorado Street between Carson Street and Saliman Road. The Amendment increases STBG funding for the Project, revises the total additional funds outside the Agreement, extends the termination date of the Agreement from June 30, 2026 to June 30, 2027, and updates the contract information for NDOT and Carson City. The increase in STBG funds for this Project will reduce the local funding obligation, allowing existing local funds to be programmed to other projects. The Project is located in Performance District 4.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Amendment, as presented and to authorize the Transportation Manager to sign the Amendment.

Previous Action

December 8, 2021 (Item 5-A) – The RTC approved a the first amendment to the Agreement by adding \$786,637 in outside funds to the Project.

May 12, 2021 (Item 5-C) – The RTC approved the Agreement for the Project.

Background/Issues & Analysis

The Project is currently under construction. The STBG funded portion of the Project will be used for construction activities including reconstruction of the roadway, replacement of sidewalks and non-compliant ADA curb ramps, and material testing.

The \$750,000 increase in STBG funding is a result of a reduction in STBG funding from the E. 5th Street Reconstruction Project. The STBG funding needed to be obligated by NDOT in Federal Fiscal Year 2023, and using the funding on Colorado Street ensures NDOT can meet federal obligation requirements. The Project

has a total of \$927,767 in V&T Infrastructure funding budgeted for construction, \$750,000 of which will be removed from the Project and programmed to other roadway projects in Carson City in accordance with the Carson City Pavement Management Plan. Changes to the total additional funds outside the Agreement are a result of the decrease in V&T Infrastructure funding and increases in water utility funding needed for the Project following construction award. The Project is on schedule to complete construction by October 31, 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, 277A.270(e)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: For funding - STBG Funding Federal Grants account / 2533082-431010. For expenses, Project # P303521001, V&T Infrastructure Capital Improvements account / 2535005-507010.

Is it currently budgeted? ☐ Yes ☒ No

If approved, the Project will receive an additional \$750,000 in STBG revenues during the first round of budget augmentation in fiscal year 2024. \$750,000 in V&T Infrastructure funds will be subtracted from the Project budget and allocated to another roadway project in Carson City. STBG funding requires a 5% local match, which would equate to approximately \$39,474 in additional local match. Following the subtraction of V&T Infrastructure funds, there will be \$177,767 in the Project budget to be used for this local match.

Alternatives

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

Supporting Material

-Exhibit-1: Amendment 2 to Cooperative Agreement No. PR135-21-063

-Exhibit-2: Cooperative Agreement No. PR135-21-063

-Exhibit-3: Amendment 1 to Cooperative Agreement No. PR135-21-063

Board Action Taken:

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

(Vote Recorded By)

Amendment No. 2 to
Cooperative (Local Public Agency) Agreement No. PR135-21-063

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 the Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, on May 20, 2021, the parties entered into Agreement No. PR135-21-063 for the Rehabilitation of Colorado St. from California St., to Saliman Rd., in Carson City County; and

WHEREAS, on December 15, 2021, the parties entered into Amendment No. 1 to Agreement No. PR135-21-063 to increase funding and add to the Scope of Work; and

WHEREAS, the termination date must be amended to provide adequate time for contract closeout; and

WHEREAS, this amendment is needed to increase funding by Seven Hundred Eighty-Nine Thousand Four Hundred Seventy-Four and No/100 Dollars (\$789,474.00) due to the allocation of an additional Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) of federal funding and an additional Thirty-Nine Thousand Four Hundred Seventy-Four and No/100 Dollars (\$39,474.00) in local funding to help with high construction costs; and

WHEREAS, this amendment is needed to update the contact personnel for the CITY; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR135-21-063.

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 STBG funding for the PROJECT in a maximum amount of One Million Four Hundred Ninety-One Thousand Two Hundred Ninety-Two and No/100 Dollars (\$1,491,292.00)."
- B. Article II, Paragraph 21, is amended by deleting it in its entirety and inserting in its place:
"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Seventy-Eight Thousand Four Hundred Eighty-Nine and No/100 Dollars (\$78,489.00) 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, 2024, 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 Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 80,968.00
Construction	<u>\$ 1,483,813.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 1,569,781.00

Available Funding Sources:

Federal STBG Funds:	\$ 1,491,292.00
CITY Match Funds:	<u>\$ 78,489.00</u>
<u>Total PROJECT Funding:</u>	\$ 1,569,781.00

Additional Funds Outside of Agreement:

<u>Total Additional Funds Outside of Agreement:</u>	\$ 2,202,255.00”
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- 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, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pkanegsberg@dot.nv.gov

FOR CITY: Brian Elder, P.E. Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Phone: (775) 283-7586
Fax: (775) 887-2112
Email: belder@carson.org"

- F. All of the other provisions of Agreement No. PR135-21-063 dated May 20, 2021, and Amendment No. 1 dated December 15, 2021, 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 PR135-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
COLORADO STREET REHABILITATION PROJECT

This Agreement is made and entered on 05/20/2021, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada 89701 (hereinafter "CITY").

WITNESSETH:

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

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

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

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

WHEREAS, the CITY is willing to agree to adjust utility facilities, advertise, award, and manage construction of the rehabilitation of Colorado Street, as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson Area Metropolitan Planning Organization (CAMPO) for Federal Surface Transportation Block Grant (STBG) funds; and

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

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

ARTICLE I - DEPARTMENT AGREES:

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

3. To obligate Federal STBG 5K-200K funding for the PROJECT in a maximum amount of Seven Hundred Forty-One Thousand Two Hundred Ninety-Two and No/100 Dollars (\$741,292.00).

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

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To review and comment on the CITY's design (including plans, specifications, and estimates) within 15 working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

7. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

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

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

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

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

12. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

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

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

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

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

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

ARTICLE II - CITY AGREES:

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

2. To provide the design, NEPA documentation, ROW certification and Utility agreement documents for the PROJECT at no extra cost to the PROJECT.

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

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

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

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

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

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

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

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

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

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

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

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

15. To submit to the DEPARTMENT the DBE/SBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE/SBE information provided for review by the

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

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

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

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

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

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

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Nine Thousand Fifteen and No/100 Dollars (\$39,015.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2024, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

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

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

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

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

Total Estimated PROJECT Costs:

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

Available Funding Sources:

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

Additional Funds Outside of Agreement:

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

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

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

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

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

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

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

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

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

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

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

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.

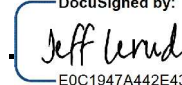
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation
Commission

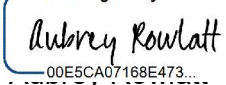
DocuSigned by:

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Transportation Manager


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

DocuSigned by:

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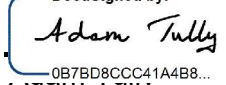
Attest:

DocuSigned by:

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Clerk-Recorder

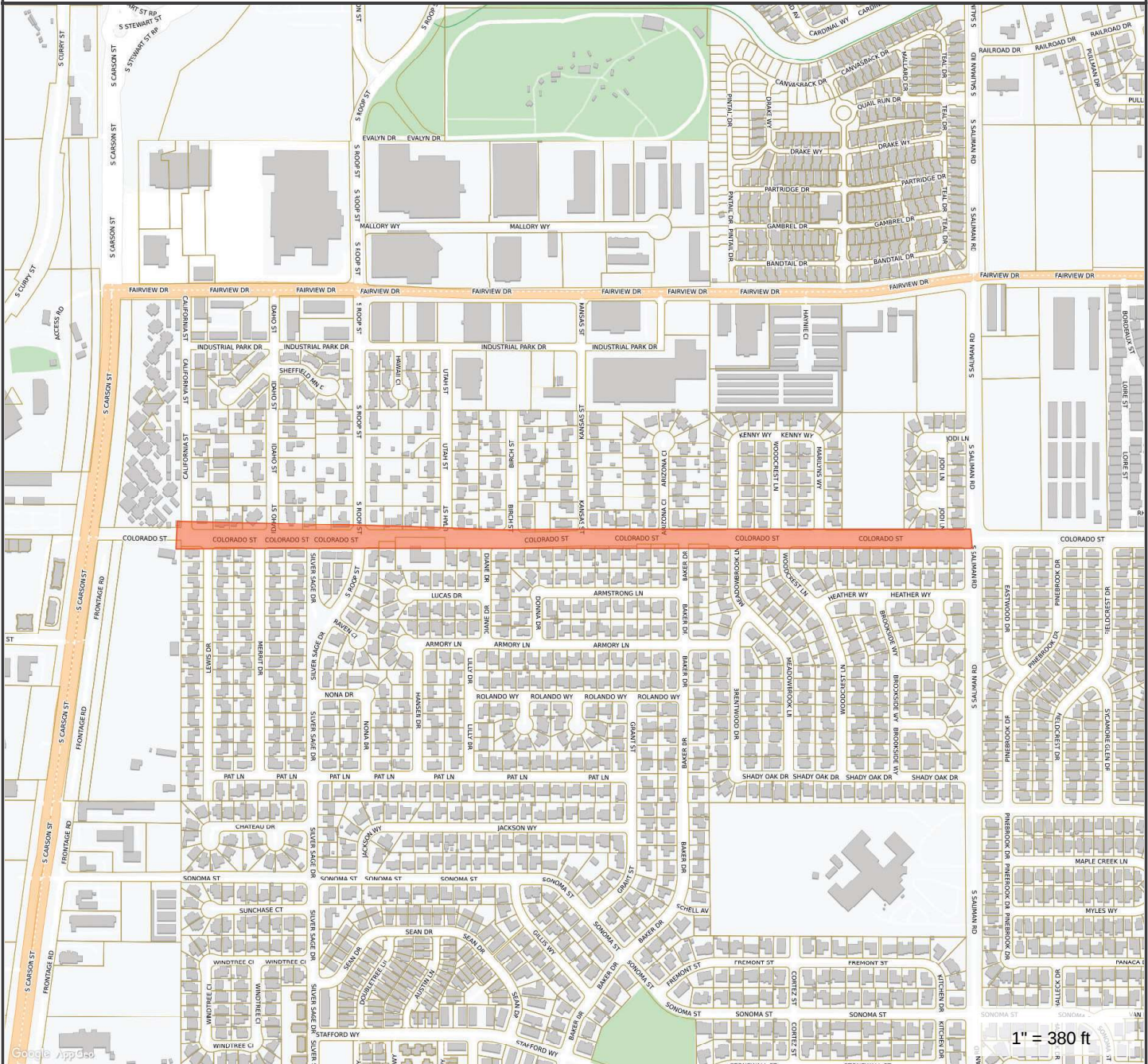
Approved as to Legality & Form:

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Approved as to Form:

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Deputy District Attorney

Attachment "A" Project Scope



CLICK LOGO FOR
TUTORIAL

MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

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

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

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

Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

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 the 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)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

2. Equal Employment Opportunity Policy

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

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

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

8. Unions

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

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

9. Subcontracting

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

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

10. Records and Reports

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

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

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

STATE OF _____

SS

COUNTY OF _____

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

being duly sworn do depose and say: That _____

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

(SEAL)

Notary Public, Judge or other Official

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

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

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 (DBE) INFORMATION

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

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

DBE SUBCONTRACTORS:

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

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature

Date

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

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No.

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____

Contractor: _____

Project No(s): _____

Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

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

Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

Contractor's Signature

Date

Telephone No.

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S). (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

Contractor's Signature

Date

Telephone No.

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

REV. 09/13

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 City } 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 RTC
(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.

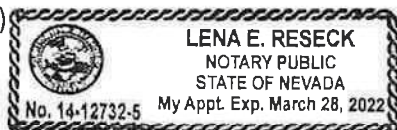
(Insert Exceptions, attach additional sheets)

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 17th day of May, 20 21

(SEAL)



Lena E. Reseck
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)

DocuSigned by:
 _____
E6C6EC42B788464...

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.

Exhibit-3: Amendment 1 to Cooperative Agreement No. PR135-21-063

Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR135-21-063

This Amendment is made and entered into on 12/15/2021, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, on May 20, 2021, the parties entered into Agreement No. PR135-21-063 for the Rehabilitation of Colorado St., from California St., to Saliman Rd., in Carson City County; and

WHEREAS, this Amendment is required due to the CITY being granted additional funding that is not controlled by the DEPARTMENT or the Federal Highway Administration (FHWA). The amount of funding outside of the agreement must be increased by One Hundred Thirty-One Thousand Six Hundred Thirty-Seven and No/100 Dollars (\$131,637.00) due to additional Community Development Block Grant (CDBG) funds provided by the Nevada Governor's Office of Economic Development (GOED); and

WHEREAS, the CITY is also including additional work in the contract that will not be funded by the DEPARTMENT or the FHWA. The amount of funding outside of the agreement must be increased by Six Hundred Fifty-Five Thousand and No/100 Dollars (\$655,000.00) to accommodate the increased costs due to additional work; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR135-21-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

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

Total Estimated PROJECT Costs:

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

Available Funding Sources:

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


Additional Funds Outside of Agreement:

Total Additional Funds Outside of Agreement: \$ 2,315,205.00"

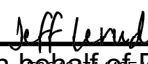
- B. All of the other provisions of Agreement No. PR135-21-063 dated May 20, 2021, shall remain in full force and effect as if fully set forth herein.

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


Carson City Regional Transportation
Commission

DocuSigned by:

Chris Martinovich
Transportation Manager

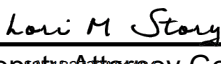
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

On behalf of Director

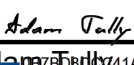
Attest:

DocuSigned by:

Aubrey Rowlett
Clerk-Recorder

Approved as to Legality & Form:

DocuSigned by:

Deputy Attorney General

Approved as to Form:

DocuSigned by:

Adam Tully
Deputy District Attorney



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Bryan Byrne, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Contract 24300078 (“Contract”) for J-U-B Engineers, Inc. (“JUB”) to perform civil engineering design services for roadway projects in Performance Districts 2, 3, and 4 (“Project”) for a total not to exceed amount of \$179,100.

Staff Summary: The Project includes civil engineering design services for the preservation and reconstruction of various roadways across Carson City located in Performance Districts 2, 3, and 4 based on the Pavement Preservation Plan for Fiscal Years 2024-2028. The design is anticipated to be completed by September 30, 2024.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Contract, as presented.

Background/Issues & Analysis

In 2022 the Board of Supervisors allocated \$2.5 million in federal American Rescue Plan Act (“ARPA”) funding to rehabilitate local/neighborhood roadways in Carson City. ARPA funding is to be allocated in the amount of \$500,000 to each of the 5 Performance Districts. ARPA funding must be obligated for construction by December 31, 2024 and expended by December 31, 2026. JUB will be assisting staff in the design of the Project. The list of roadways, by Performance District, and anticipated rehabilitation treatment for the Project includes:

- Performance District 2: Pavement preservation along portions of Table Rock Drive, New Ridge Drive, Longridge Drive, and Kennedy Drive.
- Performance District 3: Pavement reconstruction, utility improvements, and Americans with Disabilities Act (“ADA”) improvements along Menlo Drive.
- Performance District 4: Pavement preservation along portions of Baker Drive, Tuscarora Way, Greenbriar Drive, Ashford Drive, Briarwood Drive, Kerinne Circle, Lander Drive, Pioche Street, Appion Way, Ponderosa Drive, and Hillview Drive.

A Request for Qualifications was published in the Reno Gazette Journal and on Carson City’s website on July 5, 2023. Six proposals were received. The Review and Selection Committee selected JUB to recommend to the Regional Transportation Commission. The Project will be managed by Carson City staff. JUB will be completing topographic survey, pavement design, utility design, roadway design, and preparation of the design, plans specifications, and cost estimate. JUB will also provide limited support during bidding and construction by assisting Carson City with answering questions related to the design.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270, Ch. 332, 625.530(3)

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name / number: Grant Fund, ARPA grant / 2750600-507010, Project # P303524001.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact:

Project # P303521001. If approved, the above account will have a net decrease of \$179,100. This would leave approximately \$1.32 million of the original \$1.5 million allocated to these three Performance Districts available for construction of the Project.

Alternatives

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

Supporting Material

-Exhibit-1: Contract No. 24300078

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT**Contract No. 24300078****Title: Performance District Pavement Improvement Design Services**

THIS CONTRACT made and entered into this 13th day of September, 2023, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and J-U-B Engineers, Inc., hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 24300078** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Regional Transportation Commission and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

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

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

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

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

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from September 18, 2023, subject to Regional Transportation Commission approval (anticipated to be September 18, 2023) to December 31, 2024, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

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

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

Lonnie Johnson, Assistant Area Manager
J-U-B Engineers Inc.
5190 Neil Road, Suite 500
Reno, NV 89502
775-420-4550
Ljohnson@jub.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials for a not to exceed maximum amount of One Hundred Seventy Nine Thousand One Hundred Dollars and 00/100 (\$179,100.00), and hereinafter referred to as "Contract Sum".

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

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Transportation Manager, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 The **CONSULTANT** further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the

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following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

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

7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any

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warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

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

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**.

CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

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

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to

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

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising 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)].

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- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

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13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the

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assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

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

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

23. LOBBYING:

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

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

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

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

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

CONSULTANT with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 2750600-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

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

CONSULTANT

BY: Lonnie Johnson

TITLE: Assistant Area Manager

FIRM: J-U-B Engineers, Inc.

CARSON CITY BUSINESS LICENSE #: BL-005696

Address: 5190 Neil Road, Suite 500

City: Reno **State:** NV **Zip Code:** 89502

Telephone: 775-420-4550

E-mail Address: ljohnson@jub.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300078

Title: Performance District Pavement Improvement Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 13, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 24300078**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of September 2023.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of September 2023.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 24300078
Title: Performance District Pavement Improvement Design Services

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Brittany Burrows, email: BBurrows@carson.org
3505 Butti Way
Carson City NV 89701

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

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

THE
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MAPPING
INC.

J-U-B FAMILY OF COMPANIES

August 29, 2023

Via email: mfriender@carson.org

Michael Friend, PE
Project Manager
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

Re: Proposal for Pavement Improvement Project, Carson City, Nevada

Dear Mr. Friend:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for street preservation/rehabilitation design, topographical surveying, and bidding support services for the Performance District Pavement Improvement Projects, located in the City of Carson City.

The Scope of Services outlined on the following pages is based on the information provided during recent emails, phone calls, and the understanding of your needs.

Sub-Task A – Roadway Design

All Tasks listed in this Scope of Work under Sub-Task A include:

Preservation (anticipated to be Type 2 Modified Slurry Seal) of:

- | | |
|--------------------|--------------------|
| • Table Rock Drive | • Greenbriar Drive |
| • New Ridge Drive | • Ashford Drive |
| • Longridge Drive | • Briarwood Drive |
| • Kennedy Drive | • Kerinne Circle |
| • Baker Drive | • Lander Drive |
| • Tuscarora Way | • Pioche Street |

Rehabilitation of:

- | | |
|---------------|-------------------|
| • Menlo Drive | • Ponderosa Drive |
| • Appion Way | • Hillview Drive |

Sub-Task B – Utilities Design

All Tasks listed in this Scope of Work under Sub-Task B include sewer and water utility improvements on Menlo Drive.

Civil and Survey

Task 1: Team Meetings, Project Management & Coordination

\$14,300

During design, J-U-B's project manager and other design staff will be available to meet in person or by video conference call and coordinate with Carson City management and staff, utility agencies, and other stakeholders, as needed. J-U-B will be available for coordination regarding the roadway design, survey of



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existing conditions, potential site constraints/workarounds, files exchange, and other coordination efforts. J-U-B anticipates meeting twice a month for the twelve (12) month duration for a total of twenty-four (24) meetings. In addition, this allows J-U-B to manage the projects status, budget, and schedule.

SCHEDULE

We will work with Carson City to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin design September 2023 and begin advertising in Q3 of 2024. We anticipate a twelve (12) month design schedule. 50% Plans would be complete and ready for Carson City's review March 2024. 70% Plans would be complete and ready for Carson City's review July 2024. 100% Plans for Construction would be ready for Advertisement September 2024. This schedule can be adjusted, as needed, to best suit the needs of Carson City with respect to desired date of substantial completion of construction.

Sub-Task A:	Roadway Design	\$9,000
Sub-Task B:	Utilities Design	\$5,300

Task 2: Investigation of Existing Conditions and Data Gathering \$38,800

J-U-B will research existing conditions, including utility locations and any potential right-of-way concerns. We will contact utility purveyors and local permitting agencies regarding locations of existing water, telephone, gas, data (fiber and/or communications) and electrical service. AT&T charges \$200 fee for their existing utility information. This fee is not included in this task and is assumed to be provided by Carson City. J-U-B will also make site visits to investigate any potential shallow utilities that may require special attention during roadway construction activities. Our geotechnical investigation includes a literature review, subsurface exploration utilizing vertical test borings, pavement cores, traffic control, laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of this project. This Task is only needed for Menlo Drive, Appion Way, Ponderosa Dive, and Hillview Drive.

Sub-Task A:	Roadway Design	\$25,900
Sub-Task B:	Utilities Design	\$12,900

Task 3: Topographic Survey \$ 14,400

Conduct field surveys and office support to provide topographic design survey of the proposed project area (width at least 5-feet behind the sidewalks). Include cross-sections at 50+/- foot intervals in sufficient detail to allow for development of a plan and profile set of design drawings. Topographic information will include centerline spot elevations, edge of pavement and striping, curb/gutter, sidewalk, driveways, aprons, flowlines, hinge points, utility poles/anchors, fences, signs, gas and water valves, survey monuments, storm drain and sewer manholes (rim/invert for storm drain only) and storm drain catch basins. On Menlo Drive, J-U-B will survey sewer manhole inverts and water nut valves. In addition, survey limits of this phase will continue 50' beyond curb returns at the intersections. Locate underground utility carsonite markers (if any). Overlay record property and right-of-way information (County GIS) to include assessor's parcel numbers. Horizontal Datum will be based on Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN). Vertical Datum will be based on NAVD88.

Sub-Task A:	Roadway Design	\$10,500
Sub-Task B:	Utilities Design	\$3,900

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Task 4: Construction Documents – 50% and Final**\$104,400**

J-U-B will develop preliminary 50%, 70%, and final 100% plans in conformance with Carson City and Orange Book requirements, the plans will show the general intent and pavement preservation/rehabilitation improvements based on recommendations, replacement of curb and gutter and sidewalk, driveways, pedestrian access ramps, roadway striping, and minor storm drain improvements, as needed (catch basin and/or lateral replacement/adjustments). It is assumed that major utility relocations or improvements, other than Menlo Drive, if needed or requested as part of this project, will be provided by others or under a separate contract (water, sewer, gas, communications, electrical, storm drain manholes and/or mainlines).

The plan package will consist of the following:

- A. Cover and General Notes Sheets with Vicinity Map, Sheet Index, Plan Specifications (General) and Carson City Details and Specifications (as-needed), Bid Item Clarifications, Legend, and Abbreviations
- B. Plan and Profile Sheets
Sheets showing the horizontal and vertical characteristics for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey. For streets needing rehabilitation, profile sheets will be developed and show any needed grading modifications shown specifically in grading tables, street rehabilitation limits, striping, concrete restoration and minor storm drain improvements (catch basins and/or lateral replacements or adjustments if needed) based on the limits of removal and replacement. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. aging transite water mains), offsets, relocations, or replacements will be shown or called-out for further design recommendations and/or coordinated with the owner agency prior to finalizing design.
- C. Details
J-U-B will provide details of roadway section replacement, concrete improvements (sidewalks, curb, gutter, driveways, ADA ramps) and any associated storm drain catch basin and lateral details (if needed). Asphalt and concrete section details, including any potential over-excavation, will be recommended by our Geotechnical consultant.
- D. Final construction bid packages will be determined following the 50% design of the project. JUB will assist Carson City in identifying and developing the bid packages.

J-U-B will review the 50% plans and 70% plans with Carson City and incorporate comments and revisions to produce a final 100% set of plans for use as Bid documents. We will also provide a 50%, 70%, and final 100% Opinion of Probable Construction Cost ("Engineer's Estimate") with each submittal. It is assumed that front-end project specifications will be provided by Carson City and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work. The SSPWC will be referenced for inclusion in the contract documents. Additional specifications are not included in this scope of work.

Sub-Task A: Roadway Design

\$53,600



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Sub-Task B: Utilities Design \$50,800

Task 5: Issue for Bid Plans, Bid Support and Project Close-Out \$7,200

J-U-B will provide support for the bidding process. J-U-B shall issue bid documents to prospective bidders and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents or contracts between the client and contractor/builder.

Sub-Task A: Roadway Design \$4,800

Sub-Task B: Utilities Design \$2,400

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility surveyors/agencies, unless otherwise stated in the Scope of Services.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. Additional Services could include but are not limited to:

- 1) Significant revisions to Plans and/or desired Scope to Reduce Cost after 50%, 70%, or 100% Design submittals.
- 2) Converting preservation of a roadway to a rehabilitation.
- 3) Additional ADA improvements and/or requirements.
- 4) Construction inspection, administration and support services.

FEE AND BILLING

J-U-B proposes to perform the services in Tasks 1 – 5 of the Scope of Services on a Time and Materials basis, with reimbursable expenses charged on a Time and Materials Basis (T&M) as follows:

Civil and Survey

Task 1	Team Meetings, Project Management & Coordination	\$ 14,300
Task 2	Investigation of Existing Conditions and Data Gathering	\$ 38,800
Task 3	Topographic Survey	\$ 14,400
Task 4	Construction Documents – 50% and Final	\$ 104,400
Task 5	Issue for Bid Plans and Bid Support	\$ 7,200

Civil and Survey Grand Total Services **\$ 179,100**

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Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services.

Fees and expenses will be invoiced monthly based, as applicable, upon actual services performed, and expenses incurred as of the invoice date. J-U-B's Hourly Rate table is attached to this Proposal as Attachment A. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this Agreement are valid for sixty (60) days after the date of this letter.

We look forward to working with Carson City on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Sincerely,

J-U-B ENGINEERS, Inc.

Lonnie J. Johnson, P.E.
Assistant Area Manager

J-U-B ENGINEERS, Inc.

Garth Oksol, P.E.
Project Manager

Attachments:

A) J-U-B Hourly Rate Table



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Attachment A
J-U-B Engineers
Fee Schedule 2023

Labor Category	Hourly Rate
Principal / Program Manager	\$229-\$270
Project Engineer – Senior/Lead	\$201-\$240
Project Manager	\$184-\$205
Project Engineer	\$176-\$240
Project Designer	\$137-\$158
CAD Designer	\$107-\$160
Environmental Specialist Lead/Senior	\$141-\$217
Environmental Scientist	\$98-\$141
Survey PLS – Senior/Discipline Lead	\$207-\$220
Survey PLS - Lead	\$162-\$180
Survey Technician – Lead/Senior	\$123-\$147
Project Designer	\$137-\$158
Assistant Designer/Intern	\$87-\$110
Survey Technician	\$92-\$110
Project Financial Accountant	\$89-\$117
Administrative Assistant	\$59-\$83

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.

Conflict of Interest Disclosure Form

Date: July 28, 2023

Project: Performance District Pavement Improvement Projects

Title: Surveying, Engineering Design, and Construction Support Services

Name: Garth Oksol, PE

Position: Project Manager

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☒ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: July 28, 2023

CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Date July 28, 2023

Company J-U-B ENGINEERS, Inc.

Address 5190 Neil Road, Ste. 500, Reno, NV 8950

Phone 775-685-6474

Fax Number N/A

Proposer
(Signature) 

Proposer
(Print Name) Garth Oksol, PE

Position
with Company Project Manager

Note: This form must be filled in and submitted with the sealed proposal.

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

STATE OF Idaho }
COUNTY OF Ada } SS

I, Laurel Fritz (Name of party signing this affidavit and the Proposal Form) Director of Finance (title).
being duly sworn do depose and say: That J-U-B Engineers, 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.

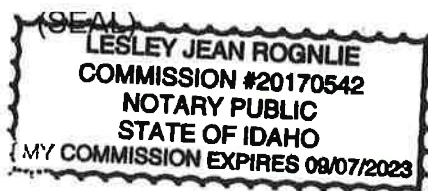
(Insert Exceptions, attach additional sheets)

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

Laurel Fritz
Signature
Director of Finance
Title

Sworn to before me this 27th day of July, 20 23

Lesley Jean Rognlie
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.

Laurel Fritz

Name (please type or print)



Signature

Director of Finance

Title

Unique Entity ID

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

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.

WU2TGK7D3J49

UEI#: _____



J-U-B ENGINEERS INC

Unique Entity ID WU2TGK7D3J49	CAGE / NCAGE 0KJY0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 19, 2024	
Physical Address 2760 W Excursion LN Meridian, Idaho 83642-5750 United States	Mailing Address 2760 W Excursion Lane Suite 400 Meridian, Idaho 83642 United States	

Business Information

Doing Business as (blank)	Division Name J-u-b Engineers, Inc.	Division Number (blank)
Congressional District Idaho 01	State / Country of Incorporation Idaho / United States	URL www.jub.com

Registration Dates

Activation Date Jan 23, 2023	Submission Date Jan 19, 2023	Initial Registration Date Jan 15, 2002
--	--	--

Entity Dates

Entity Start Date Jan 1, 1954	Fiscal Year End Close Date Dec 31
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Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0KJY0

Points of Contact**Electronic Business**

👤
Laurel Fritz, Corporate Accountant

2760 W Excursion Lane
Suite 400
Meridian, Idaho 83642
United States

Government Business

👤
Timothy J Haener, Chairman of the Board

2760 W Excursion Lane
Suite 400
Meridian, Idaho 83642
United States

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes

541330

221310

221320

236220

237110

237210

237310

237990

541320

541370

541618

541620

541820

562910

925120

NAICS Title

Engineering Services

Water Supply And Irrigation Systems

Sewage Treatment Facilities

Commercial And Institutional Building Construction

Water And Sewer Line And Related Structures Construction

Land Subdivision

Highway, Street, And Bridge Construction

Other Heavy And Civil Engineering Construction

Landscape Architectural Services

Surveying And Mapping (Except Geophysical) Services

Other Management Consulting Services

Environmental Consulting Services

Public Relations Agencies

Remediation Services

Administration Of Urban Planning And Community And Rural Development

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Counties

Metropolitan Statistical Areas

Idaho

(blank)

(blank)

Utah

Washington



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Discussion Only – Discussion and presentation regarding Fiscal Year (“FY”) 2023 transportation activities.

Staff Summary: Carson City’s FY 2023 ended on June 30, 2023. Staff will present a summary of FY 2023 transportation activities and accomplishments.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion

N/A

Background/Issues & Analysis

The Transportation Division of Carson City Public Works consists of seven full time employees, including the Transportation Manager, Transportation/Traffic Engineer, Senior Transportation Planner, Transit Coordinator, Grants Analyst, and two Transportation Planner/Analysts. Two of these positions are currently vacant. These employees are primarily responsible for identifying and pursuing competitive funding opportunities; supporting planning, prioritization, and implementation of capital projects; overseeing transportation related local and federal funding; and operating the Jump Around Carson (“JAC”) transit system. This report highlights some of FY 2023 activities and accomplishments for those primary areas of responsibility.

Funding Summary

Grants and Grant Applications

- Staff submitted two Safe Streets and Roads 4 All Grant applications with the United States Department of Transportation. The first application, requesting a total \$3 million for the Empire Elementary/Fairview Drive Safety Improvement Project, was unsuccessful. Staff is awaiting word on the second application which requested \$100,000 to update the Carson City Safe Routes to School Master Plan.
- Staff developed and received approval for a grant from the Nevada Aging and Disability Services Division for \$96,000 to support JAC’s Senior Bus Pass Program, providing free year-round transit passes for seniors (age 60+) systemwide.
- Staff executed a grant agreement with the Federal Transit Administration (“FTA”) for the use of Section 5310 funding in the amount of \$381,999 to be used for JAC Assist paratransit services. This grant has a local match requirement of 20% as opposed to other FTA funding which has a local match of 50%.
- JAC began charging fares in January 2023 for the first time since March 2020. This task included public outreach and completion of an equity analysis. Along with the implementation of fares, Staff

managed the deployment and implementation of a new contactless fare payment system and other enhancements for the JAC transit system. The contactless fare payment system receives over \$1,600 per month in revenue.

- Staff completed updates to the JAC Transit Asset Management Plan and Title VI Plan. These multi-year plans required extensive public outreach and coordination, and they are required plans to remain eligible to receive FTA funding for JAC operations.
- Staff completed an update to the Carson City Pavement Management Plan covering FY 2024-2028. This five-year plan outlines project prioritization strategies for roadway rehabilitation across Carson City in each of the five performance districts.
- Staff developed a grant application for Community Development Block Grant funding for the District 1 Carmine Street Project. While staff requested \$450,000, we were successful in receiving \$325,854 in funding for this project.
- Carson City Public Works was successful in receiving \$1.1 million in Congressionally Designated Spending for the Appion Way Intersection project in south Carson City. In addition, staff requested an additional \$2.6 million for the Curry Street Complete Streets Project.
- Staff are continuing to design and construct projects using American Rescue Plan Act funding for local/neighborhood roads. Projects in Performance District 5 are complete, and projects in Districts 1-4 are beginning design.
- Staff continue to evaluate options for roadway funding in Carson City. Several presentations were provided to the Regional Transportation Commission (“RTC”) and the Board of Supervisors during the course of the past year. The options for roadway funding have been narrowed to four and public workshops are upcoming.
- The Western Nevada Safe Routes to School program continues to be a successful program in coordinating or attending over 50 separate events at areas schools and locations across Carson City, Lyon County, Douglas County, and Storey County. These efforts are supported by federal grants.
- Carson City Public Works submitted four Capital Improvement Funding Requests to the Carson City Redevelopment Authority Citizens Authority for transportation related projects. Three were successfully awarded and included in the FY 2024 budget. These included:
 - \$200,000 for sidewalk improvements within the Redevelopment Areas
 - \$200,000 for the Appion Way Intersection Project
 - \$400,000 for the design and construction of the E. William Street Complete Streets Project

From FY 2018 through FY 2023, the Transportation Division, with support from the RTC and Carson Area Metropolitan Planning Organization (“CAMPO”), have leveraged just \$8,750,726 in matching funds from limited local funding sources to secure \$41,574,875 in competitive/discretionary state and federal funding, for a total of \$50,325,600 in transportation planning activities and capital construction projects.

FY 2018 – FY 2023 Secured Competitive/Discretionary Grant Funding for Transportation Planning and Construction

	Federal/State Grant Funding	Local Funding/Match	Total Grant Funded Projects
RTC	\$37,790,708	\$8,137,457	\$45,928,165
CAMPO	\$924,211	\$0	\$924,211
Transit (competitive one-time only grants)	\$2,859,956	\$613,268	\$3,473,224
Total	\$41,574,875	\$8,750,726	\$50,325,600
Local Match % (overall)	17.4%		

Capital Projects Summary

Ongoing progress of transportation projects is tracked and reported bi-monthly as a Project Status Report within the RTC meeting packets. There are currently thirteen active transportation projects shown in the Project Status Report. Nineteen distinct transportation projects were included in the project status reports during FY 2023. These projects totaled 12.2 centerline miles of roads and 9.7 miles of pathways being either rehabilitated

or constructed. For additional information on these nineteen projects, see Exhibit 1: FY 2023 Transportation Projects Map.

The City is collecting pro-rata development contributions for transportation improvement projects. Currently there are four project collecting contributions including:

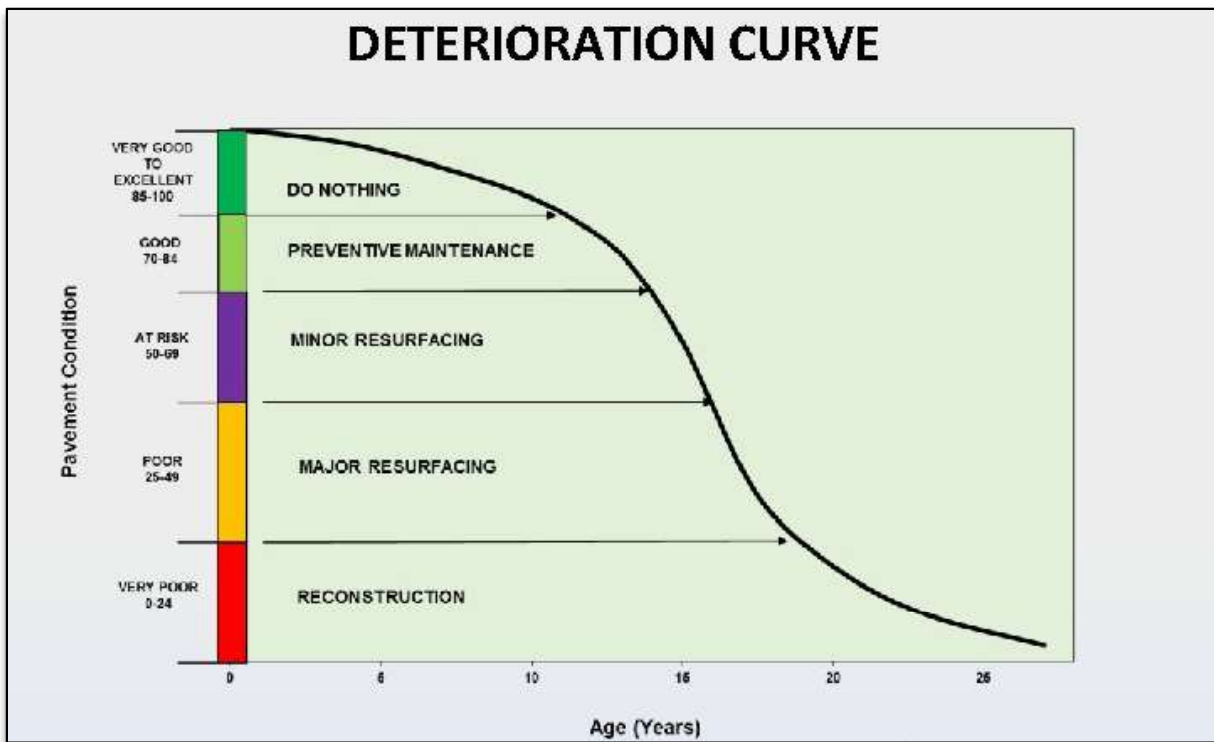
- Appion Way Traffic Signal and Intersection Improvement Project
- Ormsby Blvd Connector Project
- N. Lompa Multi-Use Path Project, and
- Intersection improvements at N. Carson Street / Silver Oak Drive.

The City received \$75,600 in development contributions for these projects in FY 2023. Other pro-rata projects may be added in the future.

Annual Pavement Condition Report

Pavement condition in Carson City is managed as outlined in the approved FY 2024-2028 Pavement Management Plan. Pavement condition is evaluated and reported using PAVER software. Pavement condition is reported annually, following updates to the database to reflect recently completed and current pavement preservation/rehabilitation projects. The annual report card is included below with rounded statistics. The data reflects the results from the PAVER software following a pavement condition survey completed in the fall of 2021. Overall, Carson City's roadway Pavement Condition Index ("PCI") continues to decrease, especially local/neighborhood roads. It is important to note that PCI values decline at a faster rate as pavements age as depicted in the pavement deterioration curve shown below. The sharpest decline occurs approximately between 69 PCI and 25 PCI. For reference, the average PCI for local roads is 49, which is in the lower middle of the mentioned range. Without additional roadway funding, particularly for local/neighborhood roads, the pavement condition will continue to get worse.

Facility Type		PCI		Percent Change 2017 to 2023 (Rounded)
		2017	2023	
City-wide	Regional Roads	67	67	-0%
	Local Roads	61	49	-20%
	All Roads	63	55	-13%
Performance District 1	Regional Roads	67	60	-10%
	Local Roads	62	49	-20%
	All Roads	64	53	-17%
Performance District 2	Regional Roads	73	73	-0%
	Local Roads	64	46	-28%
	All Roads	67	55	-18%
Performance District 3	Regional Roads	72	68	-5%
	Local Roads	57	53	-8%
	All Roads	62	57	-8%
Performance District 4	Regional Roads	61	73	20%
	Local Roads	58	45	-23%
	All Roads	59	55	-8%
Performance District 5	Regional Roads	64	58	-10%
	Local Roads	66	52	-21%
	All Roads	65	54	-17%



Traffic Engineering Studies

In FY 2023, one Stop Warrant Study was completed. Details on the tangible results of the engineering study is below:

- Speed Studies = 0
- Stop Warrant Studies = 1
 - o Center Drive and Arthur Street – No change

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

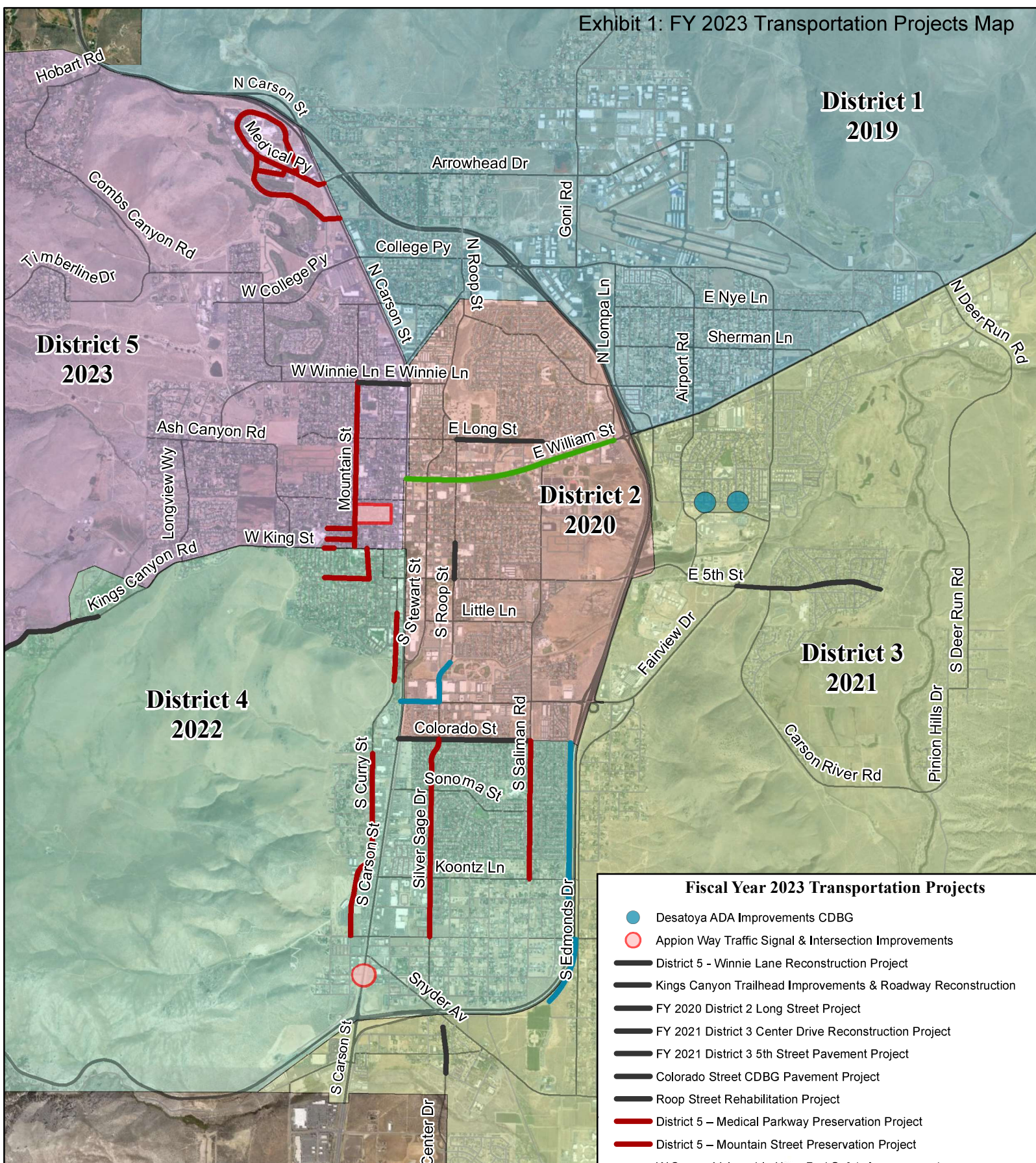
If yes, account name/number:

Is it currently budgeted? ☐ Yes ☐ No

Explanation of Fiscal Impact:

Supporting Material

-Exhibit 1: FY 2023 Transportation Projects Map



Fiscal Year 2023 Transportation Projects

- Desatoya ADA Improvements CDBG
- Appion Way Traffic Signal & Intersection Improvements
- District 5 - Winnie Lane Reconstruction Project
- Kings Canyon Trailhead Improvements & Roadway Reconstruction
- FY 2020 District 2 Long Street Project
- FY 2021 District 3 Center Drive Reconstruction Project
- FY 2021 District 3 5th Street Pavement Project
- Colorado Street CDBG Pavement Project
- Roop Street Rehabilitation Project
- District 5 – Medical Parkway Preservation Project
- District 5 – Mountain Street Preservation Project
- W Carson Vulnerable User Ped Safety Improvement
- FY 2022 District 4 Curry Street- North
- FY 2022 District 4 Curry Street- South
- FY 2022 District 4 Saliman Road
- FY 2022 District 4 Silver Sage Drive
- East William Complete Streets Project
- DMV Multi-Use Path Project
- Freeway Multi-Use Path to Edmonds Sports Complex
-

Carson City

Fiscal Year 2023 Transportation Projects

0 1 Miles

CARSON CITY PUBLIC WORKS
2505 BUTTI WAY
CARSON CITY, NV 89701
(775) 283-7394



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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: September 13, 2023
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: September 5, 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 June 2023

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	65	802
Street Patching Operation (tons of asphalt)	0	367
Pot Holes Repaired	10	1181

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	8	179
Tree Removal	10	23
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	2,252
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	5591	13,266

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	32.25	238
Curb & Gutter (linear feet)	188	1,417
Sidewalk & Flat Work (sq/ft)	1,232	8,971
Wheel Chair Ramps	0	1
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	986	2635
Shoulder Work on Asphalt Roads (feet)	554	10,813
Debris Cleaned	17	56

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	0	4,457
Lineal foot of ditch cleared	0	17,192
Pipe Hydro Flushed (linear feet)	313	1,380

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	534	5,706

Material Picked Up (yards)	488	3,146
City Parking Lots Swept	1	33

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	40	345
Bins Hauled for Sweeping Operation (yards)	51	308
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	48
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	19	337
Signs Replaced	16	223
Sign Post Replaced	3	75
Signs Refurbished/Replaced due to Graffiti Damage	3	136
Delineators Replaced	9	116
Cross Walks Painted	24	173
Stop Bars Painted	101	240
Yield Bars Painted	4	71
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	2	72
Curb Painted (linear feet)	0	7429

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	40
Sand/Salt mixture applied (Yards)	0	1875.25
Brine mixture applied (Gallons)	0	31243
Rain Event/Flood Control	0	7
Drainage Inlets Cleared	461	2791
Material removed from S/D system	18.2	155.75
Wind	0	0



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: September 13, 2023
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: September 6, 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 July 2023

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	410	410
Street Patching Operation (tons of asphalt)	106.5	106.5
Pot Holes Repaired	10	10

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	11	11
Tree Removal	0	0
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	525	525

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	43.75	44
Curb & Gutter (linear feet)	202	202
Sidewalk & Flat Work (sq/ft)	1,477	1,477
Wheel Chair Ramps	0	0
Misc.	20	20

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	357	357
Shoulder Work on Asphalt Roads (feet)	944	944
Debris Cleaned	0	0

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	90	90
Lineal foot of ditch cleared	886	886
Pipe Hydro Flushed (linear feet)	0	0

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	549.8	1,172

Material Picked Up (yards)	372.5	640
City Parking Lots Swept	2	2

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	40	40
Bins Hauled for Sweeping Operation (yards)	48	48
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

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

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	53	53
Signs Replaced	4	4
Sign Post Replaced	2	2
Signs Refurbished/Replaced due to Graffiti Damage	2	2
Delineators Replaced	0	0
Cross Walks Painted	37	37
Stop Bars Painted	44	44
Yield Bars Painted	12	12
Right Arrows Painted	2	2
Left Arrows Painted	3	3
Straight Arrows Painted	2	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	1	1
Curb Painted (linear feet)	841	841

Weather Events

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



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: September 13, 2023

Time Requested: 10 Minutes

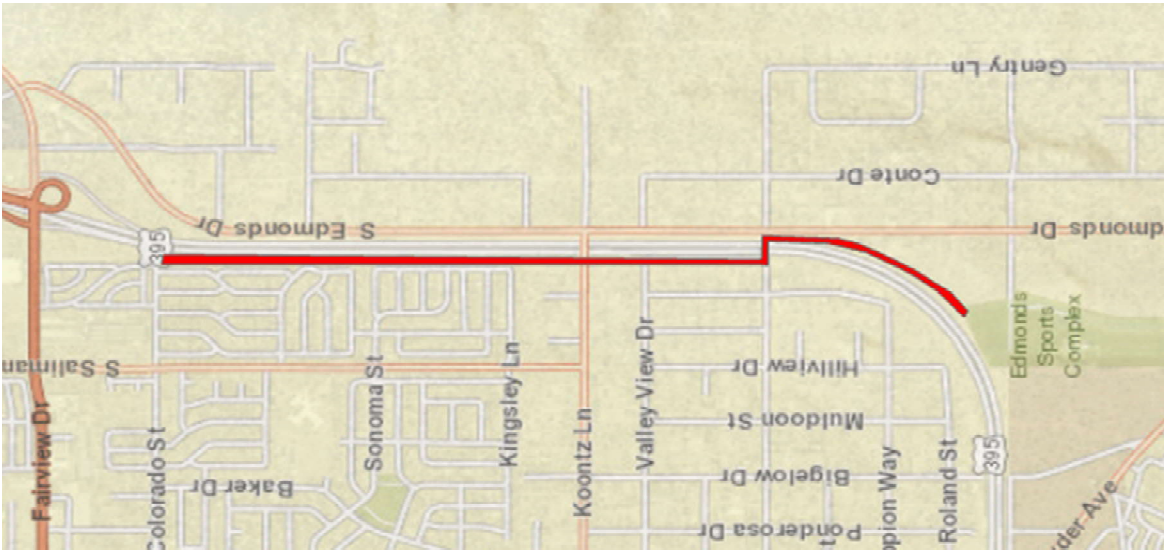
To: Regional Transportation Commission

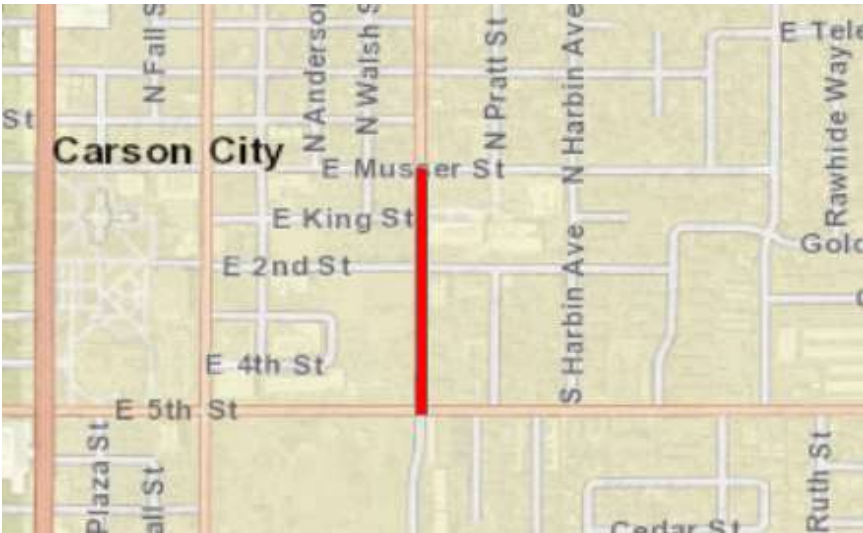
From: Bryan Byrne, Transportation Engineer

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	\$108,445	2
P303519009 - Roop Street Rehabilitation Project	\$115,757	3
P303521001 - Colorado Street CDBG Pavement Project	\$1,353,855	4
P303521008 - District 3 E. 5th Street Reconstruction Project	\$406,510	5
P751021001 - East William Complete Streets Project	\$1,487,436	6
P303522005 - DMV Multi-Use Path Project	\$57,659	7
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$212,759	8
P303523001 - Desatoya ADA Improvements CDBG	\$31,099	9
P303523003 - District 5 – Medical Parkway Preservation Project	\$10,862	10
P303523004 - District 5 – Mountain Street Preservation Project	\$28,792	11
P303523002 - District 5 - Winnie Lane Reconstruction Project	\$57,779	12
P303523005 - SRTS - Vulnerable User Pedestrian Safety Improvement Project	\$50,287	13
P303524001 - District Pavement Improvements - ARPA	\$0	14
TBD - District 1 – College Pkwy Preservation Project	\$0	15
TBD - District 1 – Airport Road Preservation Project	\$0	16
TBD - District 1 – N Lompa Lane Preservation Project	\$0	17
\$3,921,241		

*As of August 31, 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	\$108,445	As of Date	Grant Funded	Total Budget
		August 31, 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.		TIP I.D.	CC20180015
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				
The project is under construction and expected to be completed by Spring of 2024.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Jan-20	Oct-22		Sep-19
Construction	Aug-23	Spring-24		May-23
				

Project Name:	Roop Street Rehabilitation Project			
Project Number:	P303519009			
Department Lead:	Public Works			
Project Cost to Date	\$115,757	As of Date	Grant Funded	Total Budget
		August 31, 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.		TIP I.D.	CC20220008
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				
No activities.				
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:	Colorado Street CDBG Pavement Project
Project Number:	P303521001
Department Lead:	Public Works

Project Cost to Date	\$1,353,855	As of Date	Grant Funded	Total Budget
		August 31, 2023	Yes	\$4,414,404
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5203505	507010	Water Fund	FY 22	\$1,840,240
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	\$1,491,292
2535005	507010	V&T Infrastructure Fund	FY 21	\$177,767
6037510	507010	Redevelopment Capital	FY 22	\$330,000

Project Description	
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Project Length	0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.	TIP I.D.	CC20200012
-----------------------	---	-----------------	------------

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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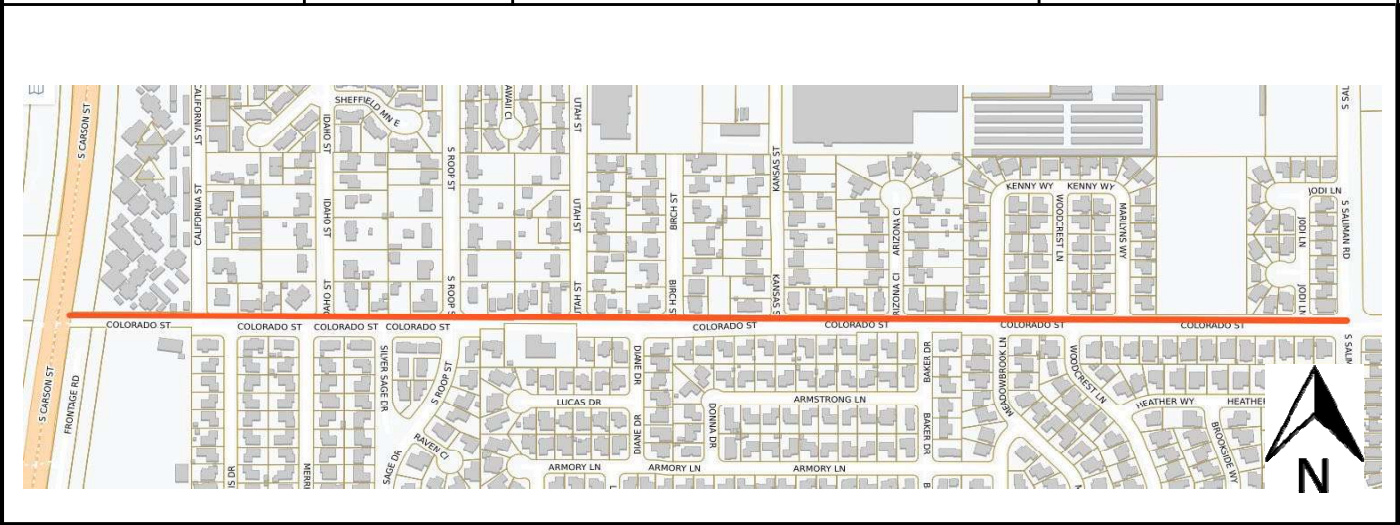
There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high 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

Project Status	
----------------	--

The water utilities and new sidewalks are installed for the project. Roadway pulverization is underway and will continue through September. Federal project costs have been updated to reflect a pending LPA amendment.

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	\$406,510	As of Date	Grant Funded	Total Budget
		August 31, 2023	Yes	\$2,583,937
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$1,122,881
2503035	507010	RT Fund (Federal-HIP)	FY 22	\$259,119
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$447,737

Project Description

Project Length	1.2 Miles of rehabilitation and preservation	TIP I.D.	CC20210001
-----------------------	--	-----------------	------------

This project was directed by the RTC board on May 10, 2023, to revise the project scope as the following. E. 5th Street between Carson River Road and Marsh Road will have pavement reconstruction, pavement rehabilitation, a new right-turn lane (intersection of Carson River Road and 5th Street), waterline enhancements, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments. Improvements to the roundabout at 5th Street and Fairview Drive have been postponed until additional funding can be secured.

Project Justification

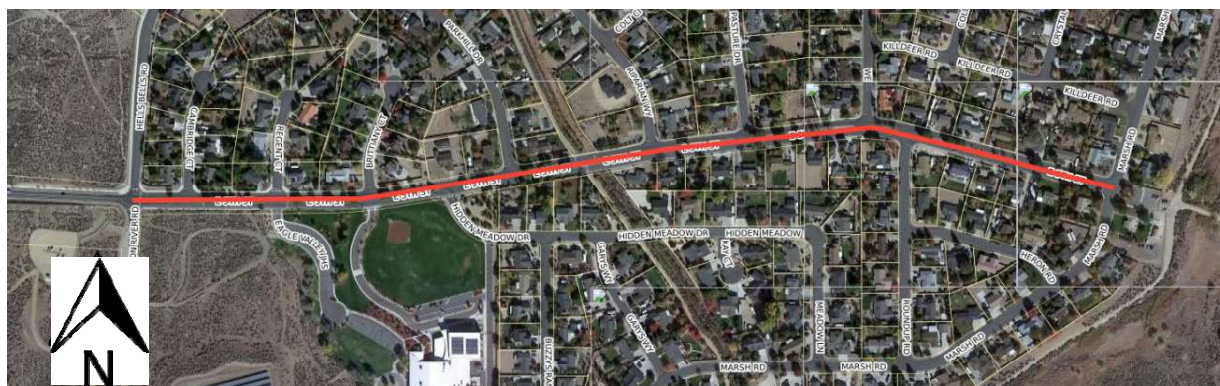
The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project 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 received the NTP from NDOT on August 30, 2023. The project is planned to be advertised for construction in late 2023. Project costs have been updated to reflect a pending LPA amendment.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Oct-23	8/5/2021
Construction	Jun-24	2024	8/30/2023



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

Project Cost to Date	\$1,487,436	As of Date	August 31, 2023	Grant Funded	Yes	Total Budget	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget			
2453028	501210	CAMPO	FY 22	\$100,000			
3100615	507010	Infrastructure 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		TIP I.D.
			CC20210005 CC20220005

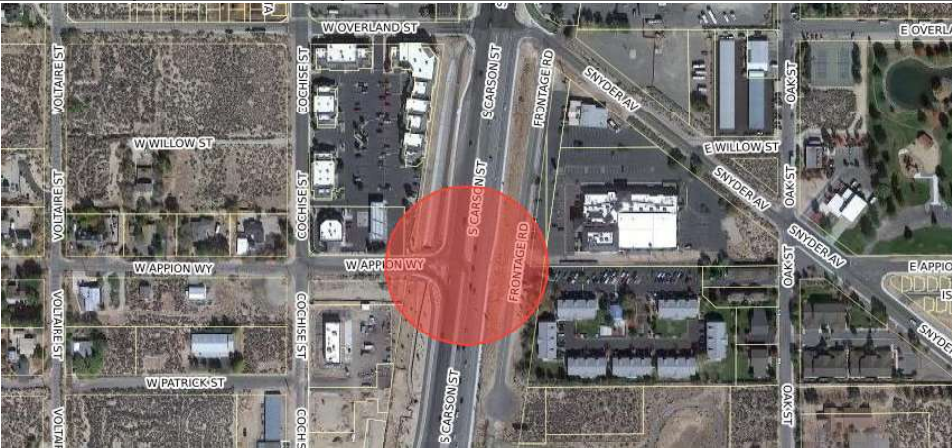
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three 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 is the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street


Project Status
The consultant has submitted 90% design plans for review. The NEPA document has been submitted for approval by FHWA and NDOT. The project's right-of-way phase will start in September, pending approval of the NEPA document.

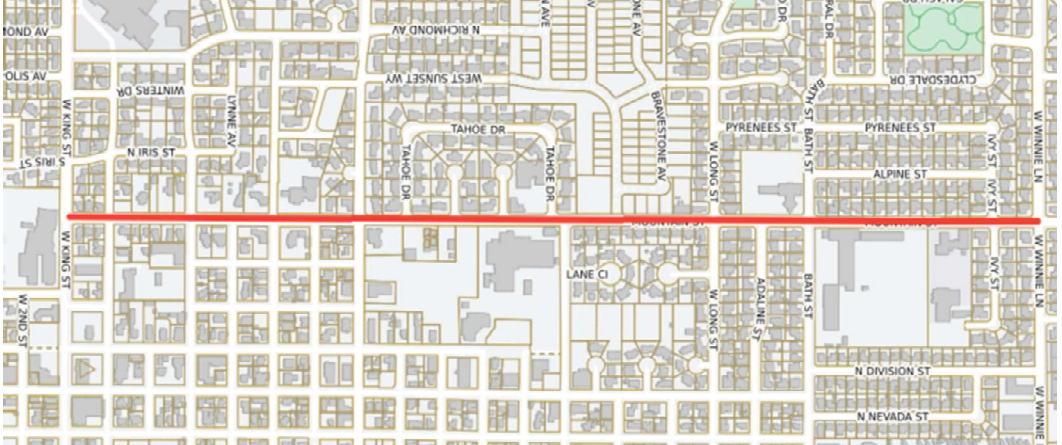
Project Schedule			
Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Aug-23	NA
Construction	Aug-24	Dec-25	TBD

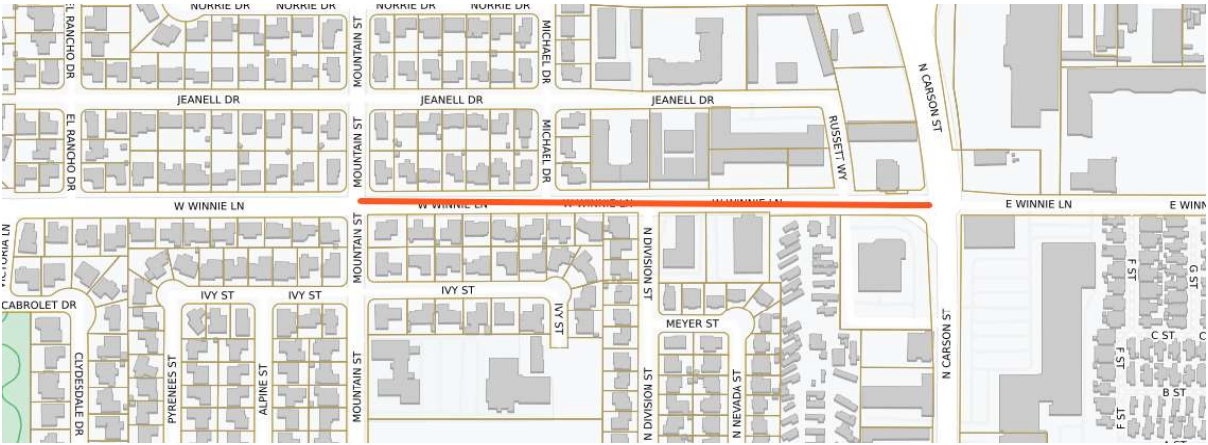
Project Name:		DMV Multi-Use Path Project		
Project Number:		P303522005		
Department Lead:		Public Works		
Project Cost to Date	\$57,659	As of Date	Grant Funded	Total Budget
		August 31, 2023	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
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		TIP I.D.	CC20210009
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 100% design plans are scheduled to be submitted to NDOT in September 2023 for final review. Efforts have been initiated for environmental permitting. The final design for the project is still expected to be completed in Fall 2023, with construction to begin in Spring/Summer 2024.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Jul-22	Aug-23	1/11/2022	
Construction	Spring 2024	Fall 2024	TBD	
				

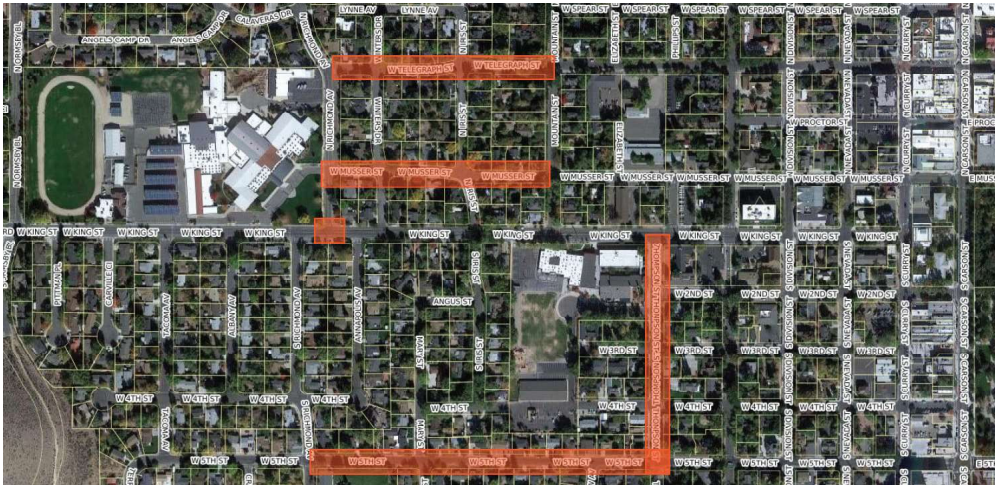
Project Name:	Appion Way Traffic Signal and Intersection Improvement Project			
Project Number:	P751021002			
Department Lead:	Public Works			
Project Cost to Date	\$212,759	As of Date	Grant Funded	Total Budget
		August 31, 2023	No	\$1,478,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
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 S. Carson Street and Appion Way		TIP I.D.	CC20220001
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				
Staff are reviewing 100% design plans and actively seeking to establish a formal agreement to facilitate the completion of the design for the fourth leg. Coordination with the Department of Housing and Urban Development is also beginning for NEPA.				
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	\$31,099	As of Date	Grant Funded	Total Budget
		August 31, 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		TIP I.D.	No
<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				
The project is completed and working on project closeout.				
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	\$10,862	As of Date	Grant Funded	Total Budget
		August 31, 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		TIP I.D.	No
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				
Construction is underway with wide crack repairs and pavement patching. Pavement slurry seal is scheduled for early Septemeber with striping to follow.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Oct-22	Jan-23		N/A
Construction	May-23	Sep-23		Jun-23
				


Project Name:	District 5 – Mountain Street Preservation Project			
Project Number:	P303523004			
Department Lead:	Public Works			
Project Cost to Date	\$28,792	As of Date	Grant Funded	Total Budget
		August 31, 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		TIP I.D.	No
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 is completed and working on project closeout.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Feb-23	Jul-23	
Construction	Apr-23	Jul-23	Apr-23	
				

Project Name:	District 5 - Winnie Lane Reconstruction Project			
Project Number:	P303523002			
Department Lead:	Public Works			
Project Cost to Date	\$57,779	As of Date	Grant Funded	Total Budget
		August 31, 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 mi. of roadway rehabilitation and ADA improvements.		TIP I.D.	CC20210008
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 has submitted 90% design plans for review. The final design is expected at the end of September. 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	TBD	
				

Project Name:	West Carson Vulnerable User Pedestrian Safety Improvement Project			
Project Number:	P303523005			
Department Lead:	Public Works			
Project Cost to Date	\$50,287	As of Date	Grant Funded	Total Budget
		August 31, 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		TIP I.D.	XS20220006
<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>The project is working towards a 30% design plan, which is expected for fall 2023.</p>				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Feb-23	Sep-24	Feb-23	
Construction	Spring 2025	Fall 2025	N/A	
				

Project Name:		District Pavement Improvements - ARPA		
Project Number:		P303524001		
Department Lead:		Public Works		
Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		August 31, 2023	Yes	\$2,250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY23	\$2,250,000
Project Description				
Project Length	4.7 miles of preservation; 0.19 miles rehabilitation (estm		TIP I.D.	No
This pavement preservation and rehabilitation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance Districts 1 through 4. The District 5 ARPA project was completed in 2023 as part of the Medical Parkway Project. The design and construction of Districts 1 through 4 will begin in late 2023 with construction beginning in early 2025.				
Project Justification				
ARPA funds were allocated by the Board of Supervisors for local road improvements in all City Districts. The projects were selected and approved by the RTC based on the eligible pavement condition index values. District 1 projects include; Poole Lane, Dori Way, Bunch Way, and Sneddon Way using pavement preservation. District 2 project include; Table Rock Drive, New Ridge Drive, Longridge Drive, and Kennedy Drive with pavement preservation. The District 3 will reconstruct Menlo Drive. The District 4 projects include; Baker Dr, Tuscarora Way, Greenbriar Drive, Ashford Drive, Briarwood Drive, Kerinne Circle, Lander Drive and Pioche Street.				
Project Status				
Projects in Districts 2, 3 and 4 will be designed by a consultant. District 1 design will be completed in-house. Design will begin this month.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Sep-23	Sep-24	N/A	
Construction	Spring 2025	Fall 2025	TBD	
<h1>City Wide</h1>				

Project Name:	District 1 – Airport Road Preservation Project			
Project Number:	TBD			
Department Lead:	Public Works			
Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		August 31, 2023	No	\$950,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY24	\$550,000
2535005	507010	V&T Infrastructure Fund	FY 24	\$400,000
Project Description				
Project Length	0.9 miles of pavement preservation		TIP I.D.	No
This is a pavement preservation project (Chip Seal) of Airport Road between College Pkwy and Hwy 50. It also includes miscellaneous sidewalk revisions, roadside improvements, and signing and striping.				
Project Justification				
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Airport Road Preservation Project was selected as a priority. A chip seal was selected based on the existing cracking and PCI of the road.				
Project Status				
The project is being created and design will begin this month with survey.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Sep-23	Feb-24		TBD
Construction	Spring 2024	Fall 2024		TBD
				

Project Name:		District 1 – College Pkwy Preservation Project		
Project Number:		TBD		
Department Lead:		Public Works		
Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		August 31, 2023	No	\$1,073,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY24	\$810,000
2535005	507010	V&T Infrastructure Fund	FY 24	\$263,000
Project Description				
Project Length	1.5 miles of pavement preservation		TIP I.D.	CC20210003
This is a pavement preservation project (Chip Seal) of College Parkway between N. Lompa Lane and Hwy 50. In addition, improvements will be made to signing and striping.				
Project Justification				
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, College Pkwy Preservation Project was selected as chip seal				
Project Status				
The project is being created and design will begin this month.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Sep-23	Feb-24		TBD
Construction	Spring 2024	Fall 2024		TBD
				

Project Name:	District 1 – N Lompa Lane Preservation Project			
Project Number:	TBD			
Department Lead:	Public Works			
Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		August 31, 2023	No	\$275,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY 24	\$275,000
Project Description				
Project Length	0.4 miles of pavement preservation		TIP I.D.	No
This is a pavement preservation project (Slurry Seal) of N. Lompa Lane between Carmine Street and Hwy 50.				
Project Justification				
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City's bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.				
Project Status				
The project is being created and design will begin this month.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Sep-23	Feb-24		TBD
Construction	Spring 2024	Fall 2024		TBD
