

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

Day: Wednesday
Date: November 8, 2023
Time: 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 – October 11, 2023

5. Public Meeting Item(s):

5-A For Discussion Only – Discussion and presentation regarding potential mechanisms to increase funding for the construction and maintenance of Carson City’s roads and related transportation infrastructure.

Staff Summary: The condition of Carson City’s roadway pavement and transportation infrastructure is declining, particularly on local, neighborhood streets, which represent 71% of the City’s roadway network. Without additional funding sources, the condition of Carson City’s roadway pavement and

related transportation infrastructure will continue to decline. Staff, with consultant support, will present the results of a Technical Memorandum (“Report”) exploring how a general improvement district (“GID”) focused on roadways might function, as well as provide a project status update, including a summary of recent public outreach activities and initial survey results.

5-B For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR585-21-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) for the Carson City DMV Multi-Use Path Project (“Project”) which will add \$310,212 in federal Carbon Reduction Plan (“CRP”) funding for a new total of \$1,858,712 in federal funding; make a corresponding \$16,327 increase in the 5% local match, for a new total local match of \$97,827; add \$81,000 in local funds outside the Agreement; extend the Agreement’s termination date to June 30, 2028; and update the parties’ contact information; and (2) authorization for the Transportation Manager to sign the Amendment as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The Project is located across all five Pavement Performance Districts and provides enhancements and preservation to Carson City’s multi-use pathway network. The total estimated cost of the Project is \$2,037,539. This Amendment increases the Project federal funding by adding \$310,212 in CRP funds increasing the total amount of federal funding from \$1,548,500 to \$1,858,712 with a corresponding 5% local match totaling \$97,827; adds \$81,000 in new local funds outside the Agreement; extends the termination date of the agreement from June 30, 2026 to June 30, 2028; and updates the contact information for NDOT and Carson City.

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.

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CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the October 11, 2023 Meeting****Page 1****DRAFT**

A meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, October 11, 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 Gregory Novak

STAFF: Darren Schulz, Public Works Director
 Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 Kelly Norman, Senior Transportation Planner/Analyst
 Scott Bohemier, Transportation Planner/Analyst
 Jared Cragun, Transportation Planner/Analyst
 Dan Kelsey, Transit Coordinator
 Tamar Warren, Senior Deputy Clerk

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

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

(5:26:52) – Chairperson Bagwell called the meeting to order at 5:26 p.m.

2. ROLL CALL

(5:27:00) – Roll was called, and a quorum was present. Commissioner Maloney was absent.

3. PUBLIC COMMENT

(5:27:15) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – SEPTEMBER 13, 2023

(5:27:26) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:27:38) – Commissioner Dodson moved to approve the minutes of the September 13, 2023 RTC meeting as presented. The motion was seconded by Vice Chair Schuette and carried 4-0-0.

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5. PUBLIC MEETING ITEM(S):

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE BOARD OF SUPERVISORS (“BOARD”) ON THE 90% DESIGN CONCEPTS FOR THE EAST WILLIAM STREET COMPLETE STREETS PROJECT (“PROJECT”).

(5:28:00) – Chairperson Bagwell introduced the item. City Engineer Randy Rice introduced himself and Senior Project Manager Darren Anderson. Mr. Rice defined the project which includes complete street improvements along East William Street between North Carson Street and the I-580/U.S. Highway 50 interchange, including pavement reconstruction and preservation, utility replacement, safety enhancements, and multi-modal transportation infrastructure. He also explained that this 90 percent design review would focus on “what has changed, instead of going over information the Commission had already seen. Mr. Rice and Mr. Anderson reviewed a PowerPoint presentation titled *East William Complete Streets Project 90% Update*, Which is incorporated into the record, and responded to clarifying questions. They also encouraged visiting www.carsonproud.org for up-to-date project information or to leave feedback.

(5:35:30) – Chairperson Bagwell wished the public to note that the bus stop near Mills Park had been moved to be located near the pedestrian crossing. Commissioner Novak was informed that the pedestrian crossing would have flashing beacons. He also recommended using a range for the construction estimates as they would fluctuate. Chair Bagwell entertained public comments and when none were forthcoming, a motion.

(5:41:39) – Vice Chair Schuette moved to recommend that the Board of Supervisors accept the 90 percent design concepts. The motion was seconded by Commissioner Novak and carried 4-0-0.

5-B FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING PROPOSED UPDATES TO THE CARSON CITY PUBLIC WORKS SPEED LIMIT POLICY AND PROCEDURE (“POLICY”).

(5:42:29) – Chairperson Bagwell introduced the item. Mr. Martinovich reviewed the *Carson City Public Works Speed Limit Policy* proposed updates document (the changes of which were highlighted in green and incorporated into the record). He also clarified that should anyone drive on a street with no speed limit sign, they must know that if a speed limit is not posted, the limit is 25 miles per hour. Mr. Martinovich noted a typographical error that would be corrected and responded to clarifying questions. Chairperson Bagwell inquired about the frequent crashes that bring down the Carson City Airport fence and Mr. Martinovich explained that “a small mitigation of signage (reflective chevrons and white guideposts) seemed to have reduced the number and frequency of crashes.” He also noted that striping enhancements and a possible feedback sign were also being considered for that curve. Discussion ensued regarding the 15 miles per hour truck policy and Mr. Tully over to look into that policy. Vice Chair Schuette was informed that there were no set distances between speed limit signs. Commissioner Dodson cautioned against

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“artificially lowering speed limits in the guise of safety.” Chairperson Bagwell entertained public comments; however, none were forthcoming. Mr. Tully confirmed that “the default speed limit rule in the City is 25 miles per hour except for motor vehicles with the load capacity of 1.5 tons or more in which case the speed limit is 15 [miles per hour].” Chair Bagwell recommended a future discussion on the aforementioned speed limits as they had not been amended since 1991. This item was not agendized for action.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(6:02:33) – Mr. Martinovich reviewed the future agenda items outlined below. He also highlighted the two public meetings on the Local Roads Funding Initiatives, noting that 106 people had attended the meetings and additional comments had also been received. He encouraged taking the survey online by visiting preservecarsoncityroads.com on the Public Works website. Mr. Martinovich announced the receipt of signal equipment (battery backup and detection systems) for Carson City the installation of which would begin, adding that the NDOT purchases had not been received yet.

6-B STREET OPERATIONS REPORT

(6:04:33) – Mr. Martinovich reviewed the Street Operations Activity Report (September 21, 2023), incorporated into the record, and responded to clarifying questions. He informed Chair Bagwell “We’re generally in that three-to-five-year range for the majority of reconstructions projects...a lot of our preservation projects (e.g., slurries) occur in an eight to 12-month window.” Chair Bagwell encouraged members of the public to read the attached report to see all the work that is being done. Mr. Martinovich explained that the City operated three street sweepers with the goal of sweeping every Carson City street each month.

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

• FUTURE AGENDA ITEMS

- Discussion on the 15 miles per hour truck speed limit.
- LPA amendment to the agreement with NDOT for the DMV Multiuse Path Project (to add additional federal funds.
- A possible update on the Local Road Funding progress.

- **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**

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7. PUBLIC COMMENT

(6:13:16) – Chairperson Bagwell entertained final public comments; however, none were forthcoming. She also announced that she had just attended the grand opening of a new ice cream store on Winnie Lane and encouraged visiting the new business.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:13:45) – Chairperson Bagwell adjourned the meeting at 6:13 p.m.

The Minutes of the October 11, 2023, Carson City Regional Transportation Commission special meeting are so approved on this 8th day of November, 2023.



STAFF REPORT

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

Meeting Date: November 8, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Discussion Only – Discussion and presentation regarding potential mechanisms to increase funding for the construction and maintenance of Carson City’s roads and related transportation infrastructure.

Staff Summary: The condition of Carson City’s roadway pavement and transportation infrastructure is declining, particularly on local, neighborhood streets, which represent 71% of the City’s roadway network. Without additional funding sources, the condition of Carson City’s roadway pavement and related transportation infrastructure will continue to decline. Staff, with consultant support, will present the results of a Technical Memorandum (“Report”) exploring how a general improvement district (“GID”) focused on roadways might function, as well as provide a project status update, including a summary of recent public outreach activities and initial survey results.

Agenda Action: Other/Presentation

Time Requested: 45 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Carson City maintains approximately 285 centerline miles of paved roadways. Regional roads, such as those classified as “arterials” and “collectors”, make up about 29% of the City’s roadway network. The remaining roads, classified as “local”, represent the majority (71%) of the network and mainly consist of residential and neighborhood streets.

While the condition of the regional roads has improved slightly over the past few years, the condition of Carson City’s local, neighborhood roads is declining at a rapid rate. As of 2023, Carson City’s neighborhood streets have a pavement condition classification of “Poor”, with a Pavement Condition Index (“PCI”) score of 49 out of a possible 100. If additional funding is not allocated towards Carson City’s paved roadway assets, the pavement condition of neighborhood streets is projected to be classified as “Very Poor”, with a network average PCI score of 36, by 2030.

Current annual funding for roadway construction and maintenance projects is approximately \$4.5 million. As noted in the Carson City Pavement Condition Analysis Final Report dated August 2022, annual funding in the amount of \$25.5 million is estimated to be needed to maintain the overall roadway network in its current condition. This results in a \$21 million funding gap between existing funds and needed funds.

As directed by the Carson City Board of Supervisors (“Board”) at the 2020 Annual Board Retreat, Carson City staff partnered with a consultant to research and evaluate eight potential roadway funding mechanisms. These

options were presented to the City’s Regional Transportation Commission (“RTC”) in June 2021 and the Board in August 2021. At the August 2021 meeting, the Board narrowed down the list of potential funding mechanisms and directed staff to further explore the following four potential funding mechanisms:

1. GID - NRS 318
2. Local Improvements Special Districts - NRS 271
3. Special Purposes (Transportation) Sales Tax - NRS 377A
4. Infrastructure Sales Tax - NRS 377B

Working with the City’s consultant, additional research and analysis on those four mechanisms has been completed and documented with various technical reports prepared and discussed with both the RTC, in November 2022, and the Board in February 2023.

Following direction from the Board to further investigate the GID mechanism, RTC and consultant staff began a more detailed look at GID assessment methodologies, collection methods, and how GIDs are used in other jurisdictions. In addition, staff were directed to conduct public outreach and gather public comments on the GID concept and the overall need to improve Carson City’s pavement condition. Public outreach is ongoing, and staff are planning additional public meetings and workshops in 2024.

The Report outlines the potential powers of, and statutory authority for, a GID; possible methods of GID assessment and collection; and several case studies from cities in nearby states that have each implemented a roads GID. The Report, the associated supporting material, and input received by RTC, will ultimately be presented to the Board for their consideration.

Additional funding would allow Carson City to be proactive in addressing roadway needs utilizing the established pavement management process. Through new funding mechanisms, staff can devote new resources to repairing and replacing serious or failed roadways in Carson City. Being proactive would extend the lifecycle of roadway assets and reduce long-term costs associated with neglected infrastructure. Similar to a 1970’s oil-filter slogan - *pay now or pay more later* - pavement management aims to reduce long-term taxpayer costs for having a safe, reliable, and efficient transportation network available for public use 24 hours a day, 365 days a year.

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: Non-action, for discussion only.

Alternatives

N/A

Supporting Material

- Exhibit-1: Local Roads Funding Status Update PowerPoint Presentation
- Exhibit-2: Roads GID and Recommendations for GID Assessments Technical Report
- Exhibit-3: October Workshop Comments Summary



Local Roads Funding Option General Improvement District

RTC Meeting – November 9, 2023

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The Funding Gap

	Annual Funding	
Current Revenue	\$10.0 Million	Excludes grants for regional roads and revenue for debt service
Operating Expenses	\$5.5 Million	Staffing, fleet, services and supplies
Capital Projects	\$4.5 Million	Remaining revenue for roads preservation / reconstruction projects
Pavement Upkeep	\$25.5 Million	Estimated annual cost to keep Local Roads in Fair (approaching Poor) Condition and Regional Roads in Satisfactory Condition
Funding Gap	\$21.0 Million (\$25.5-\$4.5=\$21.0)	Annual Cost per Year through 2050; \$7 million regional, \$14 million local roads

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2

Funding Options

Local Improvements Special Districts (SID)s	General Improvement District (GID)	Special Purposes (Transportation) Sales Tax	Infrastructure Sales Tax
NRS 271 NEW	NRS 318 NEW	NRS 377A NEW	NRS 377B EXISTING
Improvement Districts formed for discrete projects in defined geographies.	Roads GID responsible for streets and alleys; could include curbs, gutter, and sidewalks, street lighting and snow removal in authorized powers	Up to an additional 0.25% sales tax applicable to all taxable transactions within the City specifically dedicated to roads funding	Continued collection of 0.125% sales tax applicable to all taxable transactions within the City that is currently used for V&T bond repayment
Implementation	Implementation	Implementation	Implementation
Formed at request of neighborhoods	Several options to be vetted	Take to ballot in 2024	Board of Supervisors approval following repayment of bonds

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GID holds potential for flexibility, accountability, and creativity

Several roads-related functions can be included in basic powers, can phase in provided functions

- Primary objective citywide PCI Index 56 (Fair Condition) for Local Roads
- Focus is pavement maintenance and reconstruction

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General Improvement District

Pavement Maintenance

Actions to preserve and prolong pavement life through routine maintenance and preservation

- Pothole sealing, crack filling, slurry sealing



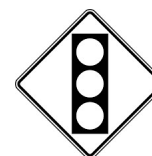
Sidewalk Management

Inspections and repairs



Traffic Operations

Signage, pavement markings, street lights, traffic lights



Right-of-Way

Snow removal



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Local Roads Maintenance Program

Local Roads Maintenance Program (LRMP) Actions

Define GID activities for upcoming year, and forecast future activities, to keep local roads in Fair to Good condition (PCI between 41-70)

Estimated cost about \$14 Million per Year

Prepare annual work program that describes the City's physical, financial and human resources, and most efficient sequence to complete the work program

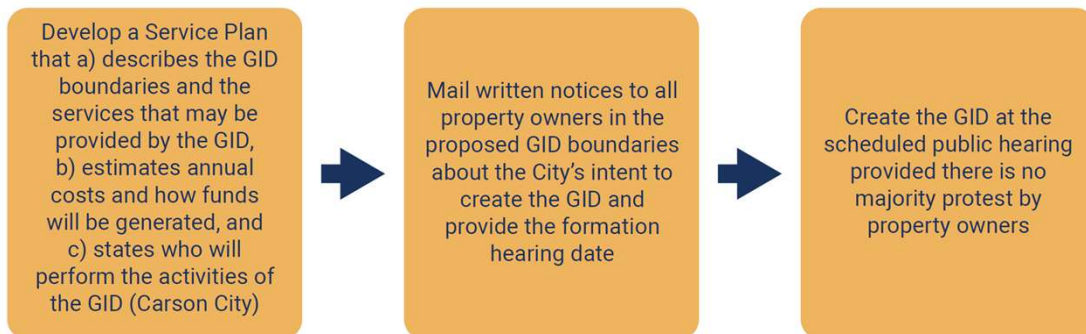
Set annual budget and determine special assessments based on the LRMP funding needs

Prepare annual report that describes the accomplishments of the previous year's work program

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Formation Steps Required for a GID



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Funding and Management

GID Funding

- By law, any property that receives special benefit from the activities conducted by the GID may be charged a special assessment.
- Special assessments would most likely be added to the City's monthly utility bills

GID Management

The GID must establish:

- ✓ accounting practices
- ✓ auditing practices
- ✓ a budget and management standards, and
- ✓ must hold at least one annual public meeting to discuss its activities

The GID may appoint a local district managing board to operate its affairs

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Assessments Collection

NRS allows for collection with property taxes or utility bills. **Recommendation: Collect with utility bills**

All properties, including those that are not taxed, can be billed. Federal, State and local agencies, religious, educational non-profit organization & privately owned properties.

Using the City's utility billing software, customers who have qualified for a discounted utility bill could also automatically receive discounted street assessments. NRS allows the GID to create payment programs and discounted assessments for qualifying customers.

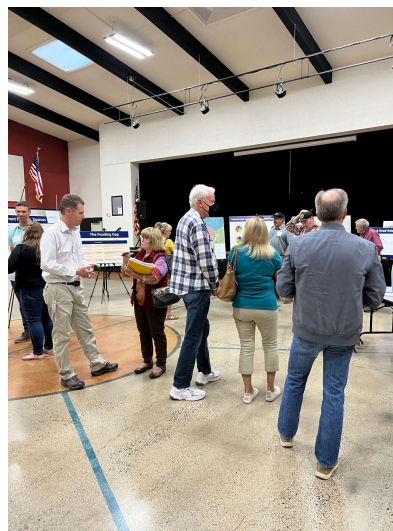
Utility billing allows for mid-year changes. Utility billing occurs monthly. Any discount or waiver program can be quickly applied with utility billing.

Communications with customers can be made timely and easily with utility bill inserts and other City communication platforms.

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Public Workshops

- Two identical workshops were held October 4th and October 9th
- Workshops focused on funding mechanisms and GID concepts for assessment methods
- Over 100 attendees between the two workshops
- Survey and comment forms were available
 - Survey remains open on-line



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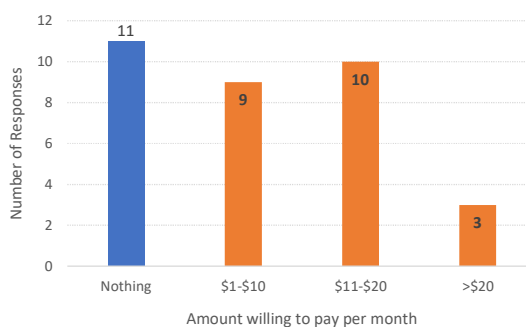
GID Questionnaire Responses

What type of property do you own?

- Most respondents own residential property

How much would you consider reasonable to pay monthly to keep your local roadways maintained?

- Most respondents are willing to pay a monthly assessment



Graph Source: Workshop participant responses. In addition, 3 online responses were received (all not willing to pay).

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GID Questionnaire Responses

Should unimproved and vacant properties be charged a local roads maintenance assessment?

- Most respondents think vacant properties should be charged an assessment

Reasons for: better roads raise property values

Reasons against: no desire to pay for a vacant property

Should properties used exclusively for parking be charged an assessment?

- Most respondents think parking lots should be charged an assessment

Reasons for: need roads to access the lots, parking lots generate more traffic

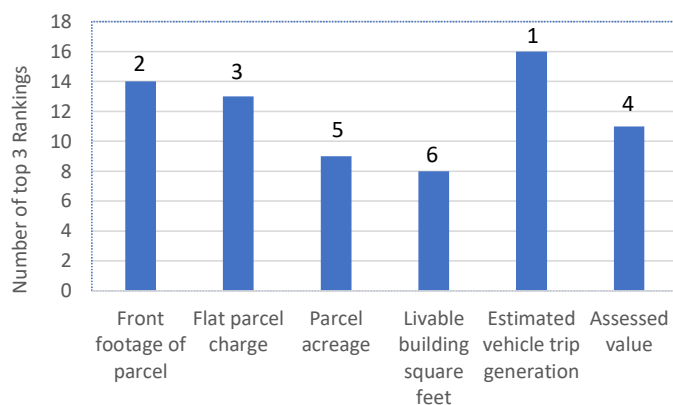
Reasons against: commercial properties will charge customers more, businesses already pay the sales tax

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Potential Assessment Methodologies

Front Footage	Parcel Acreage	Vehicle Trip Generation
Flat Parcel Charge	Livable Building Square Feet	Assessed Value



Responses from participants who attended a workshop

Of the 3 online responses, 2 did not provide rankings. The third ranked all options the same except parcel acreage (ranked 5th) and front footage (ranked 6th).

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Case Studies

Local Roads Funding Mechanisms and Cost Allocation methodologies used by cities in

- Texas
- Colorado
- Oregon
- Montana
- Utah

Each is shaped in part by State law; in Nevada, NRS only requires that assessment methodology be equitable, as determined by the governing body

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GID Case Studies Memo Findings

- Assessments should be based on the project cost to maintain streets at a level of service established as established by the GID policies.
A good option for Carson City.
- Most cities have fee waiver program for vacant lots. *As assessment structure may consider vacant properties, including improved but unoccupied, and unimproved. Survey results show support for some level of assessment on vacant properties.*
- Other cities charge some institutional properties less than their full allocation of cost. *Nevada school districts cannot be charged roads assessments unless their Board consents. For all other properties, Carson City can charge full assessments but can also consider reduced assessments.*
- Many of the case study cities use their fee to raise a portion of their funding needs. *Carson City should continue to pursue supplemental funding from other sources; in addition, gradually implement the assessment amount to fund projects.*

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GID Case Studies Memo Findings

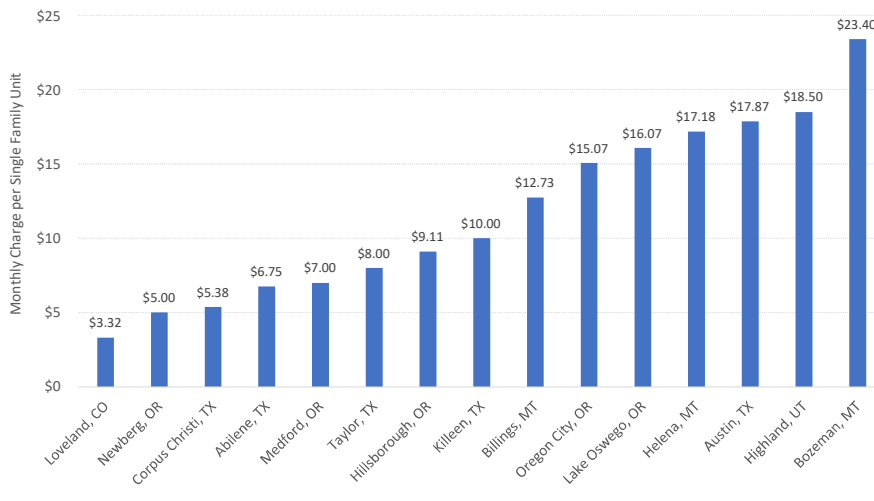
- Most of the case studies use estimated vehicle trips as the methodology for at least a portion of cost allocation. The more complicated the methodology is, the higher the administrative cost.
Staff plan to consider up to 3 assessment methodologies and structures, eliminating front footage of parcel and livable building square feet methodologies.
- Almost all the case studies charge the same cost per unit to residential and non-residential land uses.
Generally recommended that assessments be applied at the same cost per unit to all land uses, except for a potential base assessment, which could be a simple flat charge per parcel.

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Single Family Road Maintenance Charges: Case Study Cities

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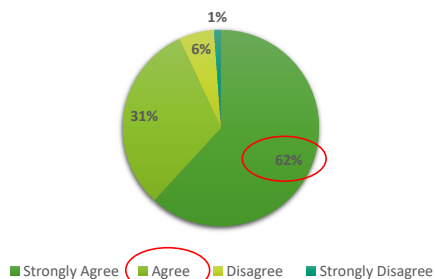
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Other Public Input: Online Survey 173 Respondents

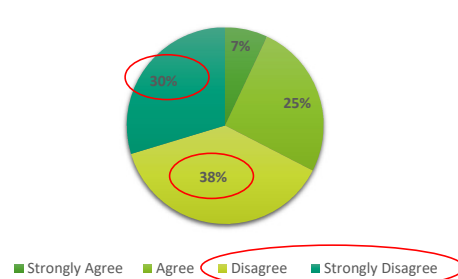
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Most respondents are unhappy with the condition of Carson City's local roads

The visual and physical condition of your neighborhood street affects you.



Your neighborhood street is in an acceptable condition.



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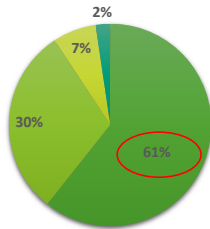
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Other Public Input: Online Survey 173 Respondents

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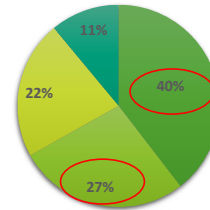
Most respondents want their streets repaired to protect property value

The poor condition of your neighborhood street negatively impacts property values.



Strongly Agree Agree Disagree Strongly Disagree

Your neighborhood street is not in an acceptable condition.



Strongly Agree Agree Disagree Strongly Disagree

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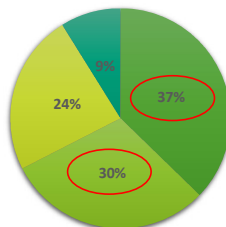
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Other Public Input: Online Survey 173 Respondents

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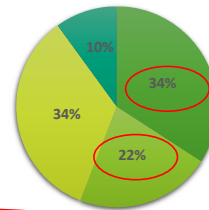
Most respondents feel the roads are unsafe for vehicles and pedestrians

You are concerned with vehicle safety and damage due to the conditions of your neighborhood street.



Strongly Agree Agree Disagree Strongly Disagree

You are concerned with pedestrian/nonvehicle traffic safety due to the condition of your neighborhood street.



Strongly Agree Agree Disagree Strongly Disagree

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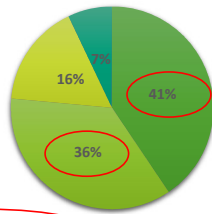
Other Public Input: Online Survey

173 Respondents

21

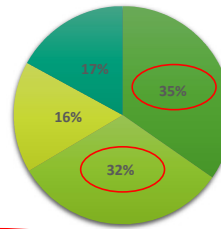
Most respondents say they alter their driving because of the poor road conditions, and they are willing to pay something to fix the problem

There are areas that you drive around to avoid bumps/cracks/potholes in your neighborhood street.



Strongly Agree Agree Disagree Strongly Disagree

Investing the equivalent of a coffee shop latte cost a month in an imposed fee or tax is important to preserving and maintaining my neighborhood street.



Strongly Agree Agree Disagree Strongly Disagree

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Next Steps

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- Continue with GID assessment analysis as outlined in presentation
- Evaluate project delivery methods
- Public workshops in early 2024
- Present analysis of GID assessment methods and assessment amounts by customer type in a report to the Board of Supervisors February or early March 2024 for direction

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Technical Memorandum

DRAFT

To: Chris Martinovich, Transportation Manager, Carson City

From: Catherine Hansford, HEC

Date: October 30, 2023

Subject: Case Studies for Roads GID and Recommendations for GID Assessments

Background

Carson City (City) is exploring the concept of a Roads General Improvement District (GID) as part of its long-term strategy to fund local (neighborhood) roads preservation. A Roads GID could be established with the authority to operate, maintain, and repair streets and alleys inclusive of street lighting, and the removal of snow from them. The City has identified an annual funding gap of \$14 million¹ that would need to be raised to keep the City's local roads' level of service in the Fair to Poor categorization, as measured by the Pavement Condition Index (PCI).

While many GIDs exist in Nevada, and several of them provide roads maintenance (see **Attachment A**), those GIDs fund road maintenance with ad valorem tax revenue. Although a Carson City Road GID would have legal authority to levy ad valorem taxes, in practicality this is not an option for a Carson City Roads GID because Carson City already has authority to increase ad valorem taxes for roads purposes but has not because of the statutory ad valorem tax cap (NRS 361.453). Increasing ad valorem taxes for roads preservation would erode the ability of the City to raise revenue for other services. If Carson City pursues a Roads GID to pay for some portion, or all the funding gap identified for neighborhood roads preservation, it will be funded with assessments as this is the only other revenue-raising mechanism a GID is authorized to use for funding of roads functions. Since there are no case studies to be found in Nevada of GIDs charging special assessments for road maintenance costs, this memorandum provides examples of similar programs in other US cities that charge assessments and fees for this purpose.

Nevada Revised Statutes Authority

The Board of Trustees (BOT) of a GID (which would be the City Board of Supervisors)² can, upon affirmative vote of at least two-thirds of the BOT, charge special assessments to lands and premises

¹ The amount needed annually to keep local roads in Fair to Poor condition. This is the amount that would need to be raised through the GID; however, the GID can also accept grants from the City or other sources, should they become available, which would lower the amount that needs to be raised by GID special assessments. In addition, the BOT could fund a lesser amount based on City policy – for example, if the City chooses to keep local roads in the lower PCI for Poor roads, rather than the lower PCI for Fair roads.

² Established by ordinance of the BOS upon close of the organizational hearing forming the GID.

abutting roads that are improved or proposed to be improved and any other lands that may be specially benefited by the improvements to the local roads; note, however, that all property owned and used by a school district cannot be assessed unless the school district consents to the assessment. All other public properties, such as those owned by Carson City, the State, the Federal government, and Tribal lands are assessable.

All of the basic powers of the Roads GID must be established upon formation. Although the current focus of the GID would be to fund a Local Roads Maintenance Program (LRMP) that brings all local roads into the Poor to Fair PCI range, the GID can have the power to furnish street lighting and snow removal, and it can set parcel charges to fund these functions. It would be prudent to include all roads and road-related functions in the basic powers of the GID when it is formed to allow for authorized services (such as street lighting and snow removal) to be added in the future if the need arises.

Assessments can be collected with City utility bills (monthly) or with property taxes (quarterly). It is recommended that the GID include street assessments in the City's utility bills as part of its contract for service with the City³. There are several reasons why collecting the assessments with the City's utility bills is advantageous, and the preferred method of collection:

1. Many properties that can legally be charged the special assessments are tax-exempt or cannot for other reasons be collected with property taxes. This includes parcels owned by Federal, State and local agencies, religious, educational non-profit organizations, and privately owned properties with a court order removing their property from Assessor, Recorder, and Secretary of State records. Assessments charged to these parcels would have to be collected some other way.
2. Nevada Revised Statutes allows the BOT to create payment programs and discounted rates and assessments for customers that qualify under certain parameters such as a disability, age, or income limit. The City has a residential Utility Ratepayer Assistance Program (URAP) in place already, which is administered by Friends in Service Helping (FISH). If the City's utility billing system is used for collecting assessments, customers who have qualified for a discounted utility bill could also automatically qualify for a discounted street assessment.

Other discounts and waivers could be applied to encourage residents, businesses, and property owners to use other modes of transportation or transit. For example, reduce the assessment amount for customers who (1) do not own a registered vehicle, (2) purchase a monthly or annual transit pass on JAC, (3) work to reduce their daily traffic by subsidizing transit passes for their employees, (4) implement demand management programs like incentivizing carpooling, or installing bike parking facilities, or (5) other development incentives. Since utility billing occurs monthly, such programs could be implemented on a continuous basis rather than only annually, as would be the case if assessments are collected with property taxes, during which time qualifications for waivers or discounts could have expired.

³ Pursuant to NRS 308.030, details of a proposed agreement with Carson City Public Works for the performance of any services between the proposed GID and the City must be included as part of the Service Plan which must be approved by the Board of Supervisors to form the Roads GID.

3. Properties changing assessment category (for example from one land use type to another or from vacant to occupied) can be identified quickly and the correct assessment applied, rather than having to wait for the next property tax roll preparation, which occurs annually.
4. Communications regarding accountability of charges and expenditures of street assessments, changes to the assessments, neighborhoods with upcoming maintenance/preservation projects and timelines, and other important information regarding the program can be made timely and easily with utility bill inserts and other City communications platforms.

Case Studies

As part of the research and feasibility analysis regarding a Carson City Roads GID, case studies of road preservation programs and funding tools used under similar legislative authority to that granted by NRS 318 (general improvement districts) were researched to look for potential successful strategies and pitfalls. Case studies draw from cities in Colorado, Utah, Oregon, Texas, and Montana. Below are some observations of interest from the case studies. **Attachment B** provides a summary table of key features of the fee programs in each city.

Oregon. The state of Oregon uses charges to fund street maintenance extensively. The cities of Hillsborough, Oregon City, Lake Oswego, Medford and Newberg were studied. The population of these cities ranges between 23,000 and 106,000. The population of Carson City is about 58,000. Similarities and differences between the charges for street maintenance in these cities include:

- All of these cities use trip generation rates as the basis of cost allocation among different land uses. Because they all use this methodology, undeveloped properties do not pay a street maintenance fee. Vacant properties are charged; however, they can be granted a waiver in Newberg, Lake Oswego, and Medford (Medford requires recertification every 3 months).
- Residential properties all pay per dwelling unit but the definition of a single-family unit and a multi-family unit differs among the cities. For example, Lake Oswego defines a single-family unit as a single, detached residential unit. Any other unit arrangement, from 2 attached units to apartments, are all considered multi-family. Newberg defines a single-family unit as 1 to 3 joined residential units.
- Trip generation for non-residential properties is estimated on a parcel level basis, but 3 of the 5 cities (Hillsborough, Lake Oswego, and Newberg) group certain non-residential properties according to the number of trips generated. All non-residential properties in Hillsborough pay a base fee (equal to a MF unit) plus a fee per 1,000 building square feet. Oregon City charges schools on a per student basis.
- All of the cities provide some sort of discount or waiver. Newberg and Hillsborough provide a discount for households that do not own a motor vehicle. Hillsborough also provides a discount for households with persons owning a transit pass. Oregon City and Newberg provide discounts to low-income households.

- Lake Oswego exempts City-owned properties, parking lots owned by transit (park n ride), areas encompassed by railroad and public rights of way from paying the charges.

Figure 1 was generated in January 2023 for a city in Oregon that was considering adoption of a new transportation utility (street maintenance) fee. The graph shows the range of monthly fees paid by single-family homes in Oregon ranges from \$2.50 per month to \$16.01 per month.

Figure 1
Oregon Comparison Transportation Utility Fees



Montana

Montana State Code allows for the creation of street maintenance districts. Billings, Helena, and Bozeman all have a citywide street maintenance district. Bozeman has a population of about 54,000, the closest in size to the population of Carson City of the case studies. Bozeman's citywide street maintenance district is specifically for funding maintenance of arterial and collector (regional) roads whereas the Billings and Helena districts (also citywide) are for funding of all types of roads. All of the cities charge assessments to developed and undeveloped lots. Note, Helena includes public recreational facilities (athletic courts, parks, sport fields, public open space) in its definition of

“vacant”. None of the cities provide discounts or waivers of the assessments; if a property is tax-exempt by law, it is not assessed.

Billings and Bozeman charge assessments on parcel area basis, with the assessment expressed per square foot. Billings caps the chargeable area to one acre for residential and vacant residential and government properties, to 1.1 million square feet for government properties, and to 15,000 square feet for vacant commercial properties. Bozeman likewise has caps on residential and government properties but no cap on developed commercial properties. Helena charges assessments on a flat rate basis per parcel with different flat rates for four land use types (residential and vacant, manufactured and mobile homes, commercial lots smaller than 6,000 square feet, and commercial lots larger than 6,000 square feet). In 2022, a group of non-residential property owners challenged the City of Helena on the characterization of the assessments and the apportionment methodology, most particularly arguing that the assessments are not based on special benefit provided to their parcels. The judge has, to date, dismissed the claim that the charges are actually taxes, but has agreed the apportionment methodology needs revision.

Utah

The City of Highland, Utah, conducted an extensive outreach effort to determine the best way to fund the maintenance of local roads. The City found that 54% of residents were in favor of a new fee over an increase in property tax. The City created a very simple fee, charging all properties \$18.50 per utility account. Tax exempt properties were also made exempt from the fee. The fee has a sunset date that ties to the payoff of City bonds, at which time revenue currently paying for debt service will be switched to paying for street maintenance. No fee discounts or waivers are available.

Texas

A dedicated revenue source for funding repair of streets has become increasingly popular in Texas. The capital of Texas, Austin, started a funding program in 1990; more recently, the cities of Killeen and Abilene have created similar programs. Of the five Texas case studies:

- All of the cities use trip generation rates as the basis of their cost apportionment. As a result, only developed properties are charged the fee. Austin defines benefited property of their program as “a residence, a business or lot on which improvements have been constructed and that generates motor vehicle trips.” Corpus Christi defines benefited property of their program as “parcels that generate motor vehicle trips.”
- Abilene established a discount provision for disabled and senior citizens. Corpus Christi set up a low-income discount. Austin exempts properties with seniors, households that do not have or do not regularly use private motor vehicles, or properties that are currently vacant (not occupied). State, county, and school properties are exempted. In addition, Austin automatically stops the fee when a property is not occupied based on the status of the customer’s water account (when water is shutoff). The City of Taylor does not charge a fee to City owned properties, and it hasn’t any waiver or discount provisions. Killeen also doesn’t have any waiver or discount provisions.

- Corpus Christi charges the fees based on water meters serving properties. If a property has multiple water meters, only one meter is charged.
- Although all the cities use the ITE Manual trip rates, they differ in application. Different editions of the manual are used; some cities use average daily trips, Abilene uses an average of morning and afternoon trips, Austin converts the estimate of trips into trips per acre by different land use.
- Taylor charges all residential units the same amount per month per unit. The other four cities have different rates for single-family and multi-family units. The City of Austin further differentiates the rates between residential units based on assumptions of 5 single-family units per acre, 7 mobile homes per acre, 10 duplex units per acre, 12 multi-family units per acre for buildings with up to 4 units, and 25 multi-family units per acre for buildings with 5 or more units.
- Both Taylor and Abilene use bands of non-residential land uses according to how many trips are generated on those land uses, in the same way that Hillsborough, Lake Oswego, and Newberg do.

Colorado

The City of Loveland, with a population about 20,000 greater than Carson City, created a fee program in 2001 based on trip rates. The city defines a street maintenance customer as, “any person to whom the city furnishes stormwater service”. All types of residential customers pay per unit. Non-residential customers are grouped into six categories that pay on a per acre basis: Industrial, High Traffic Retail, Retail, Miscellaneous Retail, Commercial, and Institutional. Vacant properties do not pay a fee. The City does not have any waiver or discount provisions and it does not list any properties as exempt.

Case Studies Findings

The case studies provide several items to consider for a Carson City Roads GID:

- The assessment has to be based on the allowances of State law; Nevada’s requirement for demonstration of special benefit is broad, allowing for development of several methodologies to calculate the benefit and amount of assessment for each property, including a hybrid of methodologies employed by the case study cities. NRS requires only that the methodology be equitable, as determined by the governing body.
- The assessments should be based on the best estimate of cost plus contingency to maintain City streets at a level of service established by City policy and detailed in the annual LRMP.
- Most cities have a fee waiver program for vacant (unoccupied) developed lots (they have an inactive water account). It is recommended that Carson City consider an assessment structure that accounts for vacant properties.
- None of the other states exempt school districts unless they consent to assessments, as NRS 318 requires; however, cities have found that school districts should pay less than their full

allocation of cost. The City of Bozeman charges all institutional uses at 25% of their square footage, for example. Carson City could consider reduced assessments to governmental properties, or a cap on their assessments, but it is not obliged to by law.

- The cities charging fees based on trip rates roll up categories of land uses for ease of implementation of the fee program. The more complicated the fee is, the higher the administrative costs; the trade off with this approach is that some properties will be subsidizing others for their use of roads, but no methodology is perfect. It is recommended that Carson City develop up to three cost allocation methodologies and assessment structures for evaluation.
- With the exception of Medford, OR and Helena, MT, all the case studies charge the same rate on either a per trip or per Equivalent Dwelling Unit basis to both residential and non-residential land uses. Medford is gradually adjusting its fees currently so that all land uses pay the same rate. Helena's assessments are being legally challenged because of its failure to charge all land uses on the same basis. It is recommended that Carson City's assessments be charged on the same cost per unit to all land uses, except for a potential base assessment, which could be a simple flat charge per parcel.
- Many of the case study cities use their fee program to raise a portion, not all, of their funding needs, and use other sources to fill the funding gap (sales taxes and property taxes for example). For example, Loveland, CO, sets its street maintenance fee to fund 40 percent of their program and is hoping to reach 50 percent. Hillsboro funds around 60 percent of its road maintenance program funding needs. Corpus Christi funds 36 percent of their maintenance program with its street fees.⁴ Carson City could consider gradual implementation of assessment amounts to fund the full LRMP funding gap. **Figure 2** illustrates the monthly amounts charged by the case study cities to support their roads maintenance programs.

Next Steps

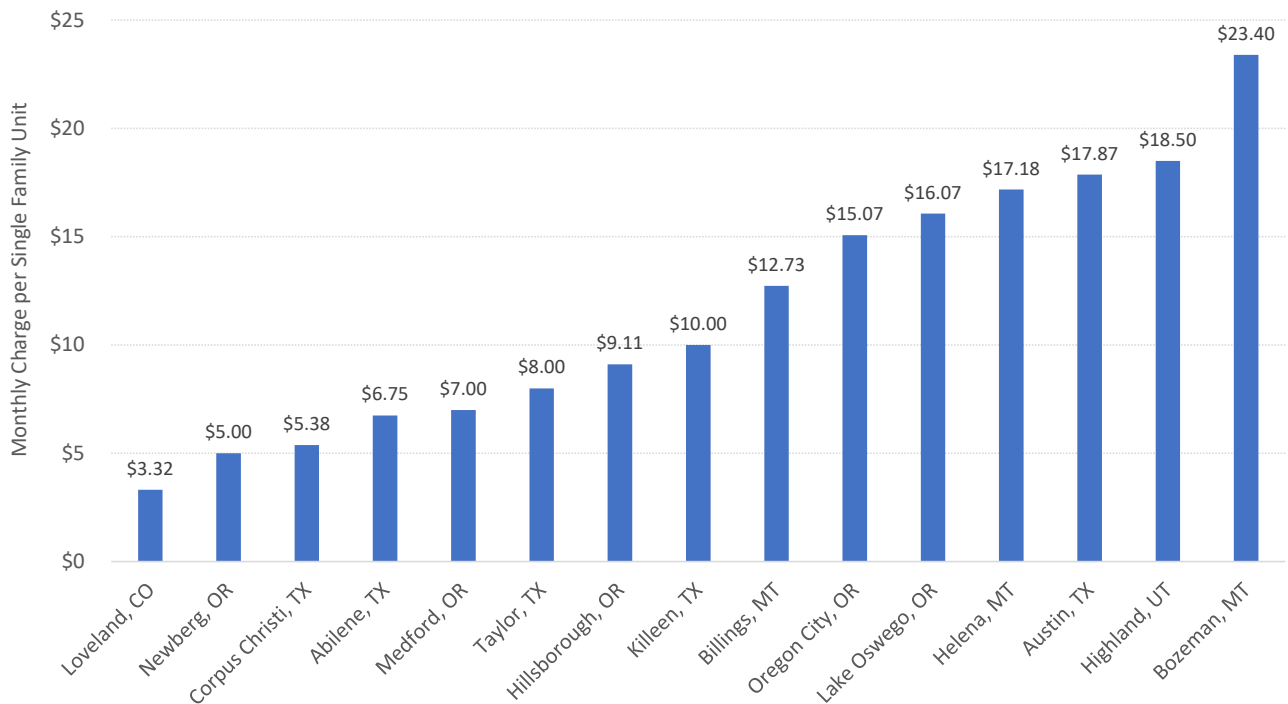
The following next steps are recommended:

1. Complete a parcel-level database to run calculations of assessments under different cost allocation methodologies. This effort is already underway.
2. Compile and analyze public input on the GID concept and potential cost allocation methodologies. The City held two public workshops, October 4th 2023 at the Carson City Community Center and October 9th 2023 at Seelinger Elementary. A GID-specific cost apportionment methodology questionnaire was distributed to participants at the public workshops and posted at the website [preservcarsonroads.com](https://www.preservcarsonroads.com).
3. Prepare a GID report that includes and provides:

⁴ Transportation Utility Fees: Maintaining Local Roads, Trails, and Other Transportation, US Department of Transportation, November 2020.

- Up to three GID allocation methodologies based on findings of this memorandum, community engagement feedback from the two public workshops, parcel-level database information, and questionnaire responses to present to the Board of Supervisors (BOS).
- Prepare parameters under which the GID LRMP might function (which can be written into ordinance) so that the BOS can determine whether to move the concept forward.

Figure 2
Single Family Home Monthly Charges for Road Maintenance in Case Study Cities



Note: The charges for Billings and Bozeman assume a lot size of 8,000 square feet.

ATTACHMENT A

NEVADA GENERAL IMPROVEMENT DISTRICTS

Entity	County	Population		Wastewater							Vector Control	Weed Control	Conservation							
		Served	Roads	Water	Treatment	Sewer	Power	Sidewalks	Streetlighting	Pool				Recreation	TV	Drainage	EMS	Fire	Garbage	Cemetery
Starr Valley Cemetery	Elko	n.a.															Cemetery			
Kings River GID	Humboldt	n.a.									Recreation									
Coyote Springs GID *	Lincoln	n.a.																		
Clark County Water Reclamation	Clark	620,000			Wastewater															
Douglas County Mosquito Abatement	Douglas	46,997																Vector		
East Fork Fire and Paramedic	Douglas	42,679												EMS						
Elko Television	Elko	40,000										TV								
Pahrump Swimming Pool	Nye	36,441								Pool										
Overton Power	Clark	27,565					Power													
Churchill Mosquito & Weed Abatement	Churchill	24,877																Vector		
Minden/Gardnerville Sanitation	Douglas	19,969			Wastewater															
Fernley Swimming Pool	Lyon	19,368								Pool										
Sun Valley GID	Washoe	17,000		Water		Sewer					Recreation						Garbage			
Central Lyon Vector Control	Lyon	16,134																Vector		
Gardnerville Ranchos GID	Douglas	11,312	Roads	Water		Sewer			Streetlighting		Recreation		Drainage							
Incline Village GID	Washoe	9,313		Water		Sewer					Recreation						Garbage			
Big Bend Water District	Clark	8,800		Water																
Tahoe Douglas Fire Protection	Douglas	7,500													Fire					
Moapa Valley TV	Clark	6,924										TV								
Pershing County Television	Pershing	6,741										TV								
Indian Hills GID	Douglas	5,627	Roads	Water		Sewer		Sidewalks	Streetlighting											
Lincoln County Power #1	Lincoln	5,345					Power													
Lincoln County Television	Lincoln	5,345										TV								
Mineral County Television	Mineral	4,785										TV								
West Wendover Recreation	Elko	4,414									Recreation									
Storey County Fire Protection	Storey	3,997													Fire					
Lovelock Meadows Water	Pershing	3,900		Water																
Kingsbury GID	Douglas	3,839	Roads	Water		Sewer														
Mason Valley Swimming Pool	Lyon	3,035								Pool										
Lander County GID #1	Lander	3,026		Water																
Silver Springs GID	Lyon	3,000		Water																
White Pine Television	White Pine	2,795										TV								
Canyon GID	Storey	2,370		Water																
Topaz Ranch Estates GID	Douglas	2,100	Roads	Water									Drainage							
Eureka Television	Eureka	1,995											TV							
Zephyr Cove GID	Douglas	1,875	Roads	Water		Sewer		Sidewalks	Streetlighting				Drainage				Garbage			
Palomino Valley GID	Washoe	1,550	Roads																	
Tahoe Douglas Sanitation District	Douglas	1,500			Wastewater															
Stagecoach GID	Lyon	1,479		Water																
Verdi Television	Washoe	1,415										TV								
Round Hill GID	Douglas	1,200	Roads	Water	Wastewater								Drainage							
McGill/Ruth Sewer-Water GID	White Pine	1,200		Water	Wastewater															
Oliver Park GID	Douglas	1,177	Roads			Sewer							Drainage							
SE Lincoln County Habitat Conservation	Lincoln	1,130																		Conservation
Beatty Water and Sanitation	Nye	1,100		Water	Wastewater															
Kyle Canyon Water	Clark	1,040		Water																
Beatty GID	Nye	1,010									Recreation									
Diamond Valley Rodent Control	Eureka	935																Vector		
Diamond Valley Weed Control	Eureka	935																	Weed	
Alamo Sewer/Water	Lincoln	900		Water																
Tahoe-Reno Industrial GID	Storey	900		Water	Wastewater															
Virginia Divide Sewer	Storey	855				Sewer														
Quinn River Television	Humboldt	805										TV								
Alamo Power #3	Lincoln	744					Power													
McDermitt Sanitation	Humboldt	513		Water	Wastewater															
Zephyr Heights GID	Douglas	455	Roads			Sewer		Sidewalks					Drainage							
Marla Bay GID	Douglas	400	Roads										Drainage							
Lander County Sewer/Water #2	Lander	350		Water	Wastewater															
Grandview Terrace GID	Washoe	328		Water																
Elk Point Sanitation	Douglas	325		Water																
Golconda Water	Humboldt	300		Water																
Cave Rock Estates GID	Douglas	275	Roads	Water		Sewer		Sidewalks	Streetlighting				Drainage				Garbage			
Walker Lake GID	Mineral	266		Water																
Orovada Community Services	Humboldt	200									Recreation									
Orovada Rodent Control	Humboldt	200																Vector		
Orovada Water GID	Humboldt	200		Water																
Lakeridge GID	Douglas	183	Roads	Water		Sewer		Sidewalks	Streetlighting								Garbage			
Gerlach GID	Washoe	180		Water																
Zephyr Knolls GID	Douglas	170	Roads					Sidewalks	Streetlighting				Drainage				Garbage			
Sierra Estates GID	Douglas	160		Water																
Lovelock Valley Weed	Pershing	125																	Weed	
Paradise Valley Sewer	Humboldt	109			Wastewater															
Paradise Weed Control	Humboldt	109																	Weed	
Willowcreek GID	Lyon	100			Wastewater															
Devil's Gate GID	Eureka	95		Water																
Baker Water/Sewer GID	White Pine	85			Wastewater															
Tuscarora Water	Elko	72		Water																
Logan Creek GID	Douglas	60		Water																
Denio Television	Humboldt	47										TV								
Skyland GID	Douglas	40	Roads	Water		Sewer		Sidewalks	Streetlighting				Drainage				Garbage		Vector	
Mason Valley Mosquito	Lyon	n.a																		
Walker River Weed	Lyon	n.a																	Weed	
Smoky Valley Television	Nye	n.a										TV								

Source: NV Department of Taxation 2015 information.

nv gids

* Not defined. In early stages of development.

ATTACHMENT B

CASE STUDY COMPARISONS TABLE

Place, Fee Start	Population	Purpose	Fee Basis	Residential Fee	Non-Residential Fee	Waivers, Discounts, Exemptions
OREGON						
Hillsborough 2009	106,500	Pavement Management Program AND as a separate fee, Bicycle and Pedestrian CIP	Trip Rates; Developed Properties, Non-Res has a base charge equal to MF unit	\$9.11 per SF / mo, \$8.20 per MF / mo	No exemptions - all non-res pay a base charge PLUS a calculated charge based on business category and sq ft. Fee is per 1,000 sq ft: C1 \$0.27, C2: \$0.73, C3 \$2.32, C4 \$5.26, C5 \$14.67, C6 \$37.50	Residential discounts (can only apply for one): HH with no motor vehicle 30% discount OR transit pass 30% discount valid until TriMet pass expires. Non-res discounts (can apply for both): employee commute option up to 30% discount AND employers who purchase annual TriMet pass up to 30% discount based on % employees that received the passes.
Medford 1991	85,800	Street maintenance, repairs	Trip Rates; Developed Properties (average daily, account for pass-by)	\$0.73 per trip end; SF = \$7.00 per month	Each account classified according to the primary activity of the business that occupies the site; \$0.54 per trip end	Properties that are vacant shall not be assessed (when unoccupied and unused). Vacancy certifications valid for 3 months - if longer then property must notify City again
Lake Oswego 2003	40,100	Operation, maintenance, repair, engineering, improvement, renewal, replacement & reconstruction of City street system	Trip Rates; Developed Properties (any parcel with improvement including landscaping, storage, parking lots)	SF (single detached unit) \$16.07 /Mo and MF (2+ units) \$11.48 per mo	Pay by building sq ft excluding any parking garages 3 groups C1 <29 vehicle trip miles per day per 1,000 sq. ft. \$9.82 , C2 29-90 vehicle trip miles per day per 1,000 sq ft \$22.11, C3 >90 \$82.55 per month	Exemptions: City-owned parking lots, parking lots owned by transit (park n ride), areas encompassed by RR and public rights of way; vacant properties may receive a waiver upon written application of the person responsible
Oregon City 2008	37,600	Corrective and preventative maintenance of street system	Residential pay for local streets; Non-Res pay for arterials; Trip Rates	SF \$15.07 ; MF \$10.58	Schools - per student; Non-residential \$0.258 x trips per day based on type of use and bldg sq. ft. Non-res rate per trip lower than for SF	Low-income reduced fee
Newberg 2017	23,700	Street repairs	Trip Rates; Developed Properties	\$5 per month per SF unit (up to 3 units), MF (4+ units) pays less, and mobile homes	Six classes. C1 = <18 avg daily trips per 1,000 sq ft of developed area, C2 (18-30), C3 = 30-51, C4: 51-80, >80, C6: special. Min monthly fee = SF home. Uses weekday avg trips	Waiver for vacant property; hardship waiver based on income criteria and unemployment waiver. Discount if household has no motor vehicle

Sources:

Hillsborough <https://www.hillsboro-oregon.gov/our-city/departments/public-works/transportation/street-and-road-maintenance/transportation-utility-fee>
Medford <https://medford.municipal.codes/Code/4.761>
Lake Oswego <https://www.ci.oswego.or.us/engineering/2023-street-maintenance-fee-increase/street-maintenance-fee-and-uses>
Newberg https://www.newbergoregon.gov/sites/default/files/fileattachments/engineering/page/28381/ord._2016-2811_transportation_utility_fee.pdf

Place, Fee Start	Population	Purpose	Fee Basis	Residential Fee	Non-Residential Fee	Waivers, Discounts, Exemptions
MONTANA						
Billings	120,000	Street repair (graveling, oiling, chip sealing, seal coating, overlaying, treating, cleaning, flushing), snow removal, leaf & debris removal, repair of traffic signal systems and signs, minor sidewalk repairs.	Street Maintenance District #2 covers entire City; Parcel Size and Property Type ; Developed and Undeveloped Properties	Residential & Government \$0.019098 per parcel sq. ft. per year; max charge 1 acre	Commercial \$0.07434 per parcel sq. ft., Vacant \$0.017636 per parcel sq. ft.; max charge 1.1 million feet or 115,000 sq ft if vacant, per year	If not chargeable by reason of state or federal law, property shall be exempt
Bozeman 2015	54,500	Arterial & Collector roads; new projects not maint.	District covers entire City; Parcel Size and Property Type	Residential properties capped at 15,000 sq ft. Assessments are \$0.0351 per sq. ft. per year.	Assessments are \$0.0351 per sq. ft. per year. Undeveloped properties capped at 15,000 sq ft; Institutional uses 25% of total sq ft	If not chargeable by reason of state or federal law, property shall be exempt
Helena 1996	34,700	Street sweeping, pot hole repair and asphalt patching, overlays, gutter maintenance, crack seal and chip seal, snow plowing, sanding	District covers entire City; Flat Rate per Parcel by Property Type	Residential and Vacant pay \$206.16 per parcel (lot) per year, Manufactured homes & mobile homes in a park \$82.46 per site per year. Public recreational facilities (sport fields, parks, open space) are categorized 'vacant'. Residential is 1-4 dwelling units.	Commercial lot area less than 6,000 sq ft pays \$360 per year. Greater than 6,000 sq. ft. pays \$0.06 per sq. ft. up to 1 million sq. ft. A vacant lot does not have structures other than fences, walls or a surface parking lot and is not used for storage.	If not chargeable by reason of state or federal law, property shall be exempt.
UTAH						
Highland 2017	19,500	Operation, Maintenance, Rehabilitation of roads; expires in 2028 when	Per Utility Account	\$18.50 per utility account per month; tax exempt properties included	\$18.50 per utility account per month; tax exempt properties included	None found

Sources:

Billings <https://www.billingsmt.gov/DocumentCenter/View/42125/RES-20-10887-Assessing-Street-Maintenance-District-Fees>
 Bozeman https://library.municode.com/mt/bozeman/codes/code_of_ordinances?nodeId=PTIICOOR_CH34STSIOTPUPL_ART3STMADI
 Helena https://www.helenamt.gov/files/assets/helena/v/1/government/city-commission/ordinances-and-resolutions/res_20456_-_roi_street_maint_dist_1.pdf
 Highland <https://www.highlandcity.org/399/Transportation-Utility-Fund>

Place, Fee Start	Population	Purpose	Fee Basis	Residential Fee	Non-Residential Fee	Waivers, Discounts, Exemptions
TEXAS						
Austin 1990	962,000	Preventative maintenance of roadways, signs, sidewalks & urban trails	Trip Rates; Developed Properties; commercial properties is per developed acre	Rates vary by type of residential unit from \$12.46 / month for a mobile home to \$17.87 for a house. Assumes 5 SF/ac, 7 mobile homes / ac, 10 duplex units /ac, 12 MF units /ac up to 4 units, 25 MF units / ac if > 5 units	Trip Factor = # trips/developed acre/day divided by 40	Exemptions for persons 65 or older, households that do not own or regularly use a private motor vehicle, or if property is vacant (latter is automatic based on water usage). Parcels used only for parking are exempt. Does not apply to state, county, and school parcels
Corpus Christi 2014	326,500	Street Preventative Maintenance Program	Trip Rates; "Benefitted Property" is a parcel that generates motor vehicle trips	Per dwelling unit \$5.38 per month. MF pays 45% of SF; fee is charged per utility meter	Based on ERU (one SF unit = 1,500 sq ft). Living square footage only counted; not dependent on zoning but on the dominant land use. Fee is charged per utility meter - if multiple meters, only does the charge for 1 meter. Fee is \$5.38 x (sf/1500 SF) x Trip Factor; capped at 118,000 sq ft. Trip factors per 9th Ed.	Low Income discount
Killeen 2019	153,000	Maintenance only	Trip Rates; Developed Properties	Single family home \$10 per month	Created 78 land uses; pay per equivalent single unit	None found
Abilene 2019	125,000	Management and care of City streets	Trip Rates; Developed Properties	Single Family \$6.75 (per non-irrigation meter), MF \$6 per month per dwelling unit	Average of Peak AM and Peak PM trip factors by ITE Land Use code. Non-res rate codes C1 thru C6 depends on number of trips generated; C1 is <5 = \$45, C2 = 5-14.99 trips \$55, C3 15 to 49.99 \$65, 50 to 199.99 \$75, C5 \$85 200 to 999.99, C6 \$95 for 1,000+	Seniors and Disabled households reduced rates
Taylor 2016	16,300	Repair, Rehab. City streets	Trip Rates; Developed Properties	Flat rate all residential per unit \$8 per month	Six rate bands. Tier 1 monthly trip <9, incl. churches \$25 / mo, Tier 2 9-413 \$33, Tier 3 13-27 \$50, Tier 4 27-54 \$67, Tier 5 54-102 \$84, Tier 6 102+ \$133	City owned properties exempt
COLORADO						
Loveland 2001	76,400	Pays for the Street Maintenance & Rehabilitation Program	Trip Rates; Developed Properties	Per dwelling unit \$3.32 per month	All pay per acre - 6 categories: Industrial \$36.77, High Traffic Retail \$367.60, Retail \$144.45, Miscellaneous Retail \$93.90, Commercial \$47.72, Institutional \$47.72 per month	None found

Sources:

Austin	https://www.austintexas.gov/TUF
Corpus Christi	https://www.cctexas.com/services/streets-and-transportation/street-maintenance-fee
Killeen	https://www.killeentexas.gov/DocumentCenter/View/5054/Chapter-25-Article-VII---Street-Maintenance-Fee-PDF?bidId=
Abilene	https://abilenetx.gov/586/Street-Maintenance-Fee-Schedule#:~:text=A%20single%20family%20residence%20(Rate,8%20X%20100%20%3D%20%24800).
Taylor	https://www.ci.taylor.tx.us/826/Transportation-User-Fee#:~:text=The%20assessed%20fee%20for%20residential,size%20and%20trip%20generation%20factors.
Loveland	https://www.lovgov.org/services/public-works/streets

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Carson City General Improvement District Questionnaire Responses and October Workshop Comments Summary

Carson City Transportation Division is in the process of exploring financial options to fund neighborhood road improvements and repairs throughout Carson City. Two workshops were held in October to present the funding options being considered. Those who attended were asked to take a brief survey related to the option of forming a General Improvement District (GID) and comment forms were provided to collect general feedback. The GID survey is also posted to the website (preservecarsoncityroads.com) for those interested in providing feedback but could not attend a workshop.

The following is a summary of responses gathered at the workshops.

Most respondents were residential property owners. There was only one vacant property owner and two each of non-residential and multiple properties categories.

Two-thirds of the respondents are willing to pay a monthly assessment: \$1-10 (9 responses), \$11-20 (10 responses), and >\$20 (3 responses).

Most respondents agree that parking lots and vacant properties should be charged an assessment.

- The 'NO' response for vacant properties (11) did not have significant or relevant comments for the NO selection.
- The 'NO' response for parking lots (7) was mostly the concern that venues would add a new charge to park in the lots.
- The 'YES' response for parking lots (29) supported the idea that local roads provided access to parking lots and support property values.

GID Assessment Methodologies Ranking

The top three methodology options selected about how to equitably establish a GID assessment are:

- Estimated vehicle trip generation: 15 points
- Front footage of parcel to local road: 13 points
- Flat parcel charge: 12 points

Common Threads:

- Local road maintenance funding should be in the City's general budget. There should be an asphalt maintenance line item in the general budget for local roads.
- The City should not add a new tax, but instead manage existing tax-generated money to include local roads maintenance (V&T, etc.)
- GID is unfavorable to those who do not want an additional tax or new governing body.
- More taxes during inflation period is irresponsible.
- Electric vehicles should pay a tax or fee for using charging stations or not using gas.

While comments received against a GID formation were present, they do not appear to be the majority of those who attended the workshops. Those who support a GID wanted accountability that the monies collected are dedicated solely to local road maintenance and not co-mingled with the City's general fund or used on other roadway types or features.

Verbal Comments Received During the 10/4 and 10/9 Public Workshops

The following comments were received verbally from at least five different people at the workshops.

People were supportive of the GID concept for these reasons:

- Dedicated program for local roads funding.
- Transparent accountability with reporting to the Department of Taxation.
- Governance stays with the City and an appointed management board.
- People using the roads can pay for them (trip generated assessment methodology) regardless of whether vehicles are gas, diesel or electric-powered.

People were unsupportive of the GID concept for these reasons:

- Do not want another governing body.
- Do not want to pay another tax/charge for a service that should already be provided by the City.

Additional comments:

- Funding can be phased in – with inflation as high as it currently is, a ramp up (no specific timeframe given) would receive greater support than setting assessments to fund the full Local Roads Maintenance Program cost immediately.
- Do not use assessed value because there are so many properties in the City without an assessed value (do not pay property taxes) that do use the roads.
- Placing the assessments on the utility bill makes more sense than adding it to property taxes because roads maintenance is a City service like water and sewer.
- Comments about why the City is not looking at other funding options like development fees, increasing the gas tax, applying hotel room taxes, using taxes from the sale of marijuana, or re-allocating general funds.



STAFF REPORT

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

Meeting Date: November 8, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR585-21-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) for the Carson City DMV Multi-Use Path Project (“Project”) which will add \$310,212 in federal Carbon Reduction Plan (“CRP”) funding for a new total of \$1,858,712 in federal funding; make a corresponding \$16,327 increase in the 5% local match, for a new total local match of \$97,827; add \$81,000 in local funds outside the Agreement; extend the Agreement’s termination date to June 30, 2028; and update the parties’ contact information; and (2) authorization for the Transportation Manager to sign the Amendment as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The Project is located across all five Pavement Performance Districts and provides enhancements and preservation to Carson City’s multi-use pathway network. The total estimated cost of the Project is \$2,037,539. This Amendment increases the Project federal funding by adding \$310,212 in CRP funds increasing the total amount of federal funding from \$1,548,500 to \$1,858,712 with a corresponding 5% local match totaling \$97,827; adds \$81,000 in new local funds outside the Agreement; extends the termination date of the agreement from June 30, 2026 to June 30, 2028; and updates the contact information for NDOT and Carson City.

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 and future amendments regarding extensions of time and changes in funding not exceeding 10% of the present amount.

Previous Action

December 8, 2021 (Item 5-B) – The RTC approved the Agreement for the Project.

Background/Issues & Analysis

The Project includes the construction of a new multi-use path, extending from the existing Linear Ditch multi-use path at Roop Street to the existing multi-use path along South Carson Street. The Project will also rehabilitate up to 7 miles of Carson City’s existing multi-use path network.

On April 8, 2020, the RTC approved the submission a Transportation Alternatives Program (“TAP”) grant application for this Project as part of the TAP program for the Federal Fiscal Year (“FFY”) 2021-2022 funding cycle. This Project is supported by the 2006 Carson City Unified Master Pathway Plan, and the 2050 Carson Area Regional Transportation Plan. These plans are available at <https://www.carson.org/government/departments-g-z/public-works/transportation/campo-carson-area-metropolitan-planning-organization>, or upon request from the Carson City Public Works Department. In December 2020, NDOT awarded Carson City the TAP grant in the amount of \$1,548,500.

The Amendment adds CRP funding, which will ensure adequate funds to construct the Project. CRP funds are a new federal funding source under the Infrastructure Investment and Jobs Act that can only be used on projects that promote the reduction of carbon emissions. The construction of multi-use paths is an eligible use. The funds are apportioned annually to the Carson Area Metropolitan Planning Organization and given to local agencies like the RTC. The funding included in this Amendment is from FFY 2022 and 2023.

The Amendment also adds \$97,327 of local funding to the Project, comprising of \$16,327 in new local match obligation arising from the additional CRP funding and \$81,000 in new local funding outside the Agreement. This additional \$97,327 in local funding is being provided by the Carson City Parks, Recreation, and Open Space Department (“PROS”), Fiscal year (“FY”) 2023 Capital Improvement Plan (“CIP”).

The Amendment also extends the Agreement termination date to June 30, 2028 and updates to the contact information for both NDOT and RTC.

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 and 277A.270

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number:

For revenue:

CRP Fund - STBG Funding / 2503082-431010.

PROS Fund – From Project # P500521002, 2105050-500695

For expenses:

Project # P303522005 DMV-Multi-Use Path Project, Regional Transportation fund - Capital Improvements account / 2503035-507010, Capital Projects fund – Capital Improvements account / 2105050-507010.

Is it currently budgeted? ☒ Yes ☐ No

If approved, the Project will receive \$310,212 in federal CRP revenues, and both revenues and expenses will be augmented during the first round of budget augmentations. CRP funding requires a 5% local match. The increase in federal funding results in an increase to the required 5% local match obligation increasing the total local match by \$16,327 from \$81,500 to \$97,827. The \$16,327 increase in local match and the \$81,000 of local funds outside the Agreement will be transferred from the PROS FY 2023 CIP, Project # P500521002, Concrete Paths and Repairs CIP 2023 to Project # P303522005, if approved. Current remaining budget for P500521002 Concrete Paths and Repairs is \$150,299.

Alternatives

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

Supporting Material

- Exhibit-1: Amendment 1 to Cooperative Agreement No. PR585-21-063
- Exhibit-2: Cooperative Agreement No. PR585-21-063

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

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Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR585-21-063

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 December 16, 2021, the parties entered into Agreement No. PR585-21-063 to design and construct the Carson City DMV Multi-Use Path Project; and

WHEREAS, the project has been designated to receive Three Hundred Ten Thousand Two Hundred Twelve and No/100 Dollars (\$310,212.00) in Carbon Reduction Program (CRP) Funding with Sixteen Thousand Three Hundred Twenty-Seven and No/100 Dollars (\$16,327.00) local match in addition to the Transportation Alternatives Program (TAP) funding and local match previously designated to the project due to increased construction prices; and

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

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

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR585-21-063.

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 TAP funding for the project in a maximum amount of One Million Five Hundred Forty-Eight Thousand Five Hundred and No/100 Dollars (\$1,548,500.00) and Federal CRP funding in the amount of Three Hundred Ten Thousand Two Hundred Twelve and No/100 Dollars (\$310,212.00)."
- B. Article II, Paragraph 20, 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 Ninety-Seven Thousand Eight Hundred Twenty-Seven and No/100 Dollars (\$97,827.00) 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, 2028.
- 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:	\$ 130,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 99,700.00
Construction Costs:	<u>\$ 1,716,839.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$ 1,956,539.00
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Available Funding Sources:

Federal TAP 5K-200K Funds:	\$ 995,228.00
Federal TAP FLEX Funds:	\$ 553,272.00
Federal CRP Funds:	\$ 310,212.00
CITY Match Funds:	<u>\$ 97,827.00</u>

<u>Total PROJECT Funding:</u>	\$ 1,956,539.00
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Local funds outside of agreement:	\$ 81,000.00"
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- E. Article III, Paragraph 13, is amended by deleting it in its entirety and inserting in its place:

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

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

FOR CITY: Brianna Greenlaw, P.E., C.F.M.
Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7083
Fax: (775) 887-2112
E-mail: bgreenlaw@carson.org

- F. All of the other provisions of Agreement No. PR585-21-063 dated December 16, 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

Director

Attest:

Approved as to Legality and Form:

Scott Hoen
Clerk-Recorder

Deputy Attorney General

Approved as to Form:

Adam Tully
Deputy District Attorney

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Highway Agreement PR585-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
DMV PATH PROJECT

This Agreement is made and entered on 12/16/2021, 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 Design, adjust and/or relocate utility facilities, advertise, award, and Manage Construction of the Carson City DMV Multi-Use Path 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 DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

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

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

ARTICLE I - DEPARTMENT AGREES:

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

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

State regulations and policies.

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of One Million Five Hundred Forty-Eight Thousand Five Hundred and No/100 Dollars (\$1,548,500.00).

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 assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

9. To 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

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

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

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

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

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

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

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

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

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

20. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Eighty-One Thousand Five hundred and No/100 Dollars (\$81,500.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

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

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

ARTICLE III - IT IS MUTUALLY AGREED:

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

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

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

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 130,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 99,700.00
CONSTRUCTION	<u>\$ 1,390,300.00</u>

<u>Total Estimated PROJECT Costs:</u>	\$ 1,630,000.00
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Available Funding Sources:

Federal TAP 5K-200K Funds:	\$ 995,228.00
Federal TAP FLEX Funds:	\$ 553,272.00
CITY Match Funds:	<u>\$ 81,500.00</u>

<u>Total PROJECT Funding:</u>	\$ 1,630,000.00
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6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

The CITY is responsible for any costs incurred on the PROJECT after the “project end date.” The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.”

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7367
Fax: (775) 887-2112
E-mail: cmartinovich@carson.org

14. 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.

15. 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.

16. 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.

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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

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

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

31. 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.

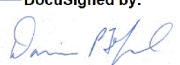
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation
Commission

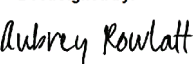
DocuSigned by:

20FB88AF092147B...
Transportation Manager

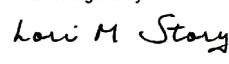
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

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Attest:

DocuSigned by:

00E5CA07168E473...
Clerk-Recorder

Approved as to Legality & Form:

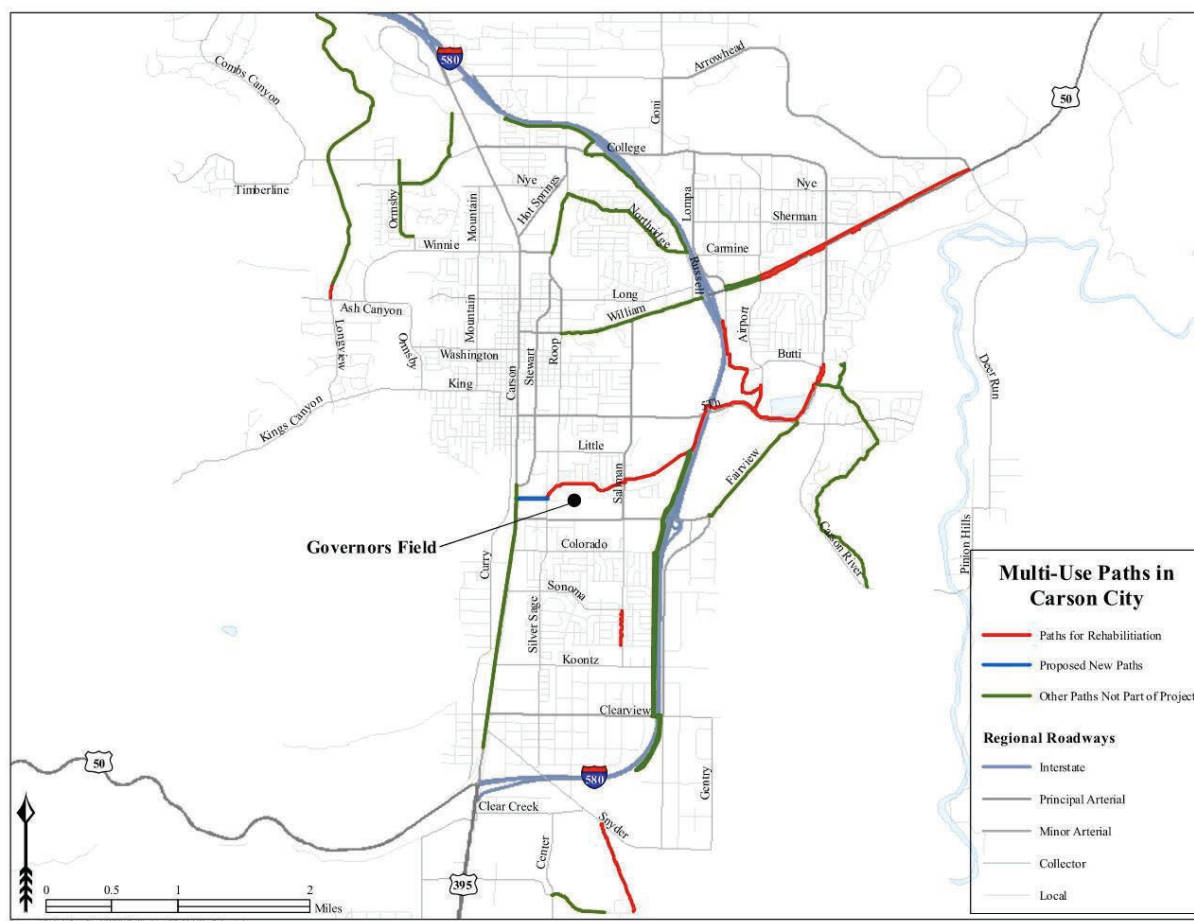
DocuSigned by:

59F1B2732A51494...
Deputy Attorney General

Approved as to Form:

DocuSigned by:

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Deputy District Attorney

ATTACHMENT A PROJECT SCOPE

Carson City, DMV Multi-Use Path Project



- Scope:
- Construct 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 Carson Street.
 - Rehabilitate up to 7 miles of existing city-wide multi-use pathways:
 - Route 1 – Freeway Multi-Use Path, from S Lompa Ln to the Linear Ditch Trail
 - Route 6 - Linear Ditch Trail, from Hells Bells Rd to Roop St
 - Route 50 Path, from Airport Rd to Arrowhead Rd
 - S Saliman Rd Path, from Kinglsey Ln to Sonoma St
 - Bigelow Pathway (V&T Route), from Race Track Rd to Snyder Ave
 - V&T Trail, upgrade the ADA ramp at Ash Canyon Rd/Longview/Wellington S

Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. 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
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

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

- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

STATE OF _____ }
COUNTY OF _____ } SS

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

being duly sworn do depose and say: That _____

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

(SEAL)

Notary Public, Judge or other Official

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

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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.

[illegible]

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

Contractor's Signature

Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding \$250,000.00)

Contract No.:

Contractor: _____

Project No(s). :

Address: _____

Bid Amount \$ _____

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

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

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

_____ Contractor’s Signature _____ Date _____

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: Contractor: _____

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

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

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

Attachment C

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

STATE OF Nevada
COUNTY OF Carson City } SS

I, Christopher Martinovich (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.

Christopher Martinovich
Signature
Transportation Manager
Title

Sworn to before me this 9th day of December, 20 21



[Signature]
Notary Public, Judge or other Official

Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Chris Martinovich

Name (please type or print)

DocuSigned by:
 _____
20FB88AF092147B...

Transportation Manager

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: November 8, 2023
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: October 18, 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 September 2023

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	410
Street Patching Operation (tons of asphalt)	91	282.5
Pot Holes Repaired	190	257

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	20	54
Tree Removal	5	10
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	2961	5,804

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	28.75	120
Curb & Gutter (linear feet)	86	598
Sidewalk & Flat Work (sq/ft)	1,379	4,462
Wheel Chair Ramps	0	0
Misc.	19	39

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	357
Shoulder Work on Asphalt Roads (feet)	134	1,357
Debris Cleaned	3	6

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	14	124
Lineal foot of ditch cleared	94	1,259
Pipe Hydro Flushed (linear feet)	49	197

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	599.8	1,772
Material Picked Up (yards)	298	938
City Parking Lots Swept	0	2

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	30	108
Bins Hauled for Sweeping Operation (yards)	45	153
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	12
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	6	60
Signs Replaced	10	17
Sign Post Replaced	2	6
Signs Refurbished/Replaced due to Graffiti Damage	1	3
Delineators Replaced	0	0
Cross Walks Painted	0	67
Stop Bars Painted	0	56
Yield Bars Painted	0	32
Right Arrows Painted	0	2
Left Arrows Painted	0	3
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	9	17
Curb Painted (linear feet)	1352	2661

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: November 8, 2023

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich, 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	\$779,713	2
P303519009 - Roop Street Rehabilitation Project	\$115,757	3
P303521001 - Colorado Street CDBG Pavement Project	\$3,860,299	4
P303521008 - District 3 E. 5th Street Reconstruction Project	\$431,802	5
P751021001 - East William Complete Streets Project	\$1,878,680	6
P303522005 - DMV Multi-Use Path Project	\$73,515	7
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$219,189	8
P303523001 - Desatoya ADA Improvements CDBG	\$321,765	9
P303523003 - District 5 – Medical Parkway Preservation Project	\$446,596	10
P303523004 - District 5 – Mountain Street Preservation Project	\$461,728	11
P303523002 - District 5 – Winnie Lane Reconstruction Project	\$76,149	12
P303523005 - SRTS – Vulnerable User Pedestrian Safety Improvement Project	\$55,434	13
P303524001 - District Pavement Improvements - ARPA	\$809	14
P303524002 - District 1 – Carmine Street Rehabilitation Project	\$0	15
P303524003 - District 1 – N Lompa Lane Preservation Project	\$574	16
P303524004 - District 1 – College Pkwy & Airport Road Pavement Preservation Project	\$760	17
P751023003 - FTA/RACC Downtown Sidewalk and Pedestrian Improvement	\$47,972	18
TOTAL	\$8,770,742	

*As of October 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	\$779,713	As of Date	Grant Funded	Total Budget
		October 30, 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
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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

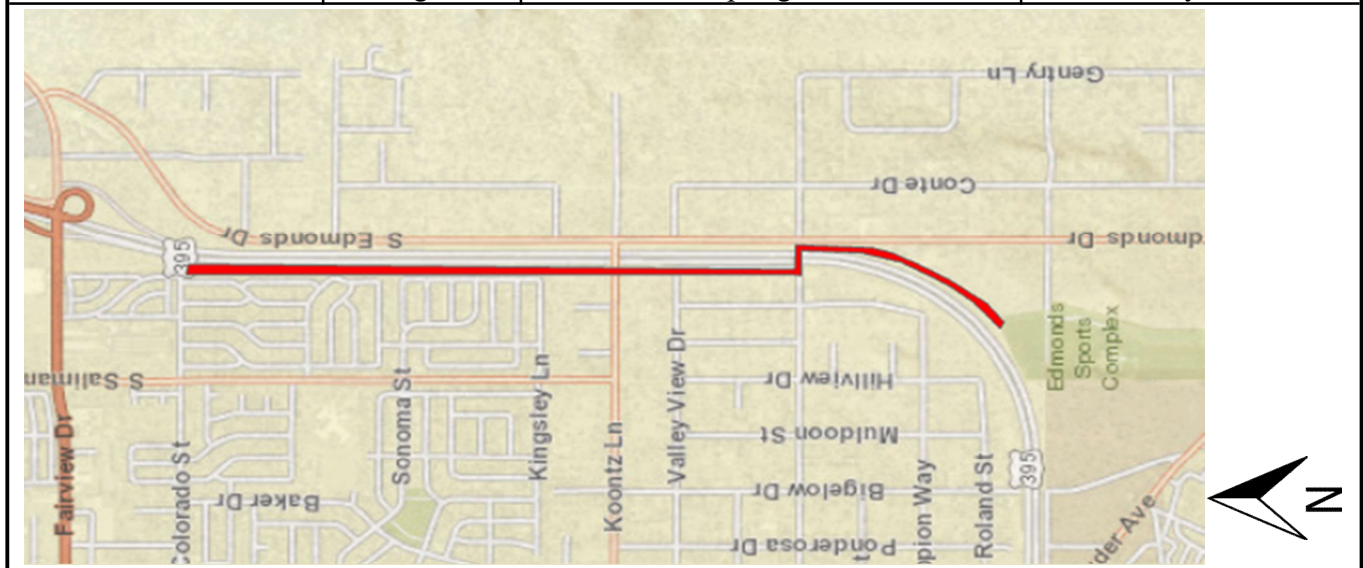
This project is in line with the City's Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

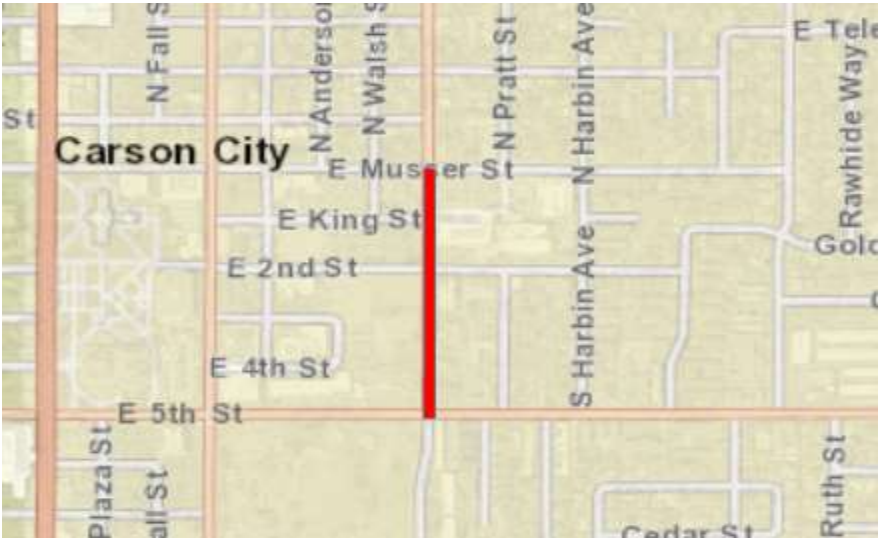
Project Status

The project is under construction with paving currently occurring. The project is 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
		October 30, 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. Staff plan to review and revise the scope of the project and hire a consultant to complete the design. For discussion at a future RTC meeting.				
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	\$3,860,299	As of Date	Grant Funded	Total Budget
		October 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	Grant Fund (Federal-CDBG)	FY 21	\$340,868
2750620	507010	Grant Fund (Federal-CDBG)	FY 22	\$234,237
2533035	507010	V&T Inf. 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
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This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.

Project Justification	
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There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high maintenance costs associated with the wide pavement area. This project was awarded a CDBG grant for ADA improvements. Project costs are being supplemented with Federal STBG and V&T Infrastructure

Project Status	
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Construction has reached substantial completion. The contractor is completing punchlist items of work.

Project Schedule									
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Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-20	Nov-21	Jan-21
Construction	Mar-23	Oct-23	Feb-22



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

Project Cost to Date	\$431,802	As of Date	Grant Funded	Total Budget
		October 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
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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

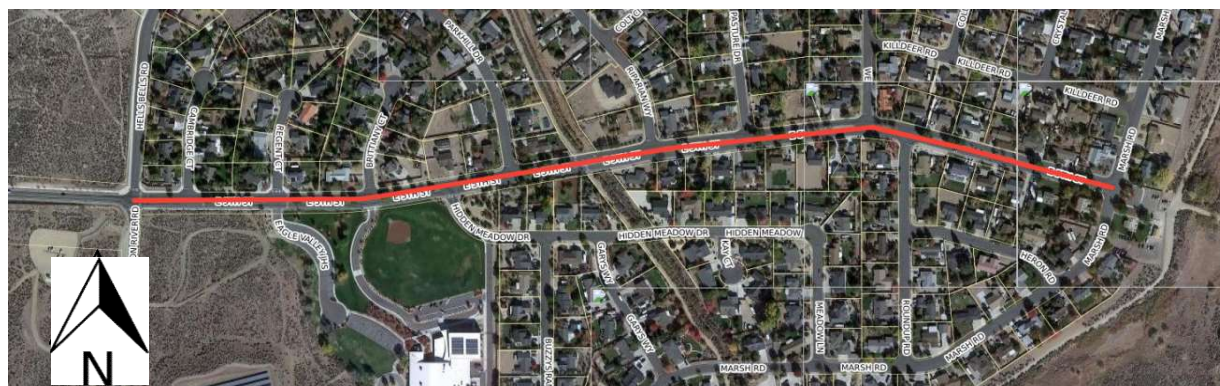
The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project 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 will be out to bid in November.

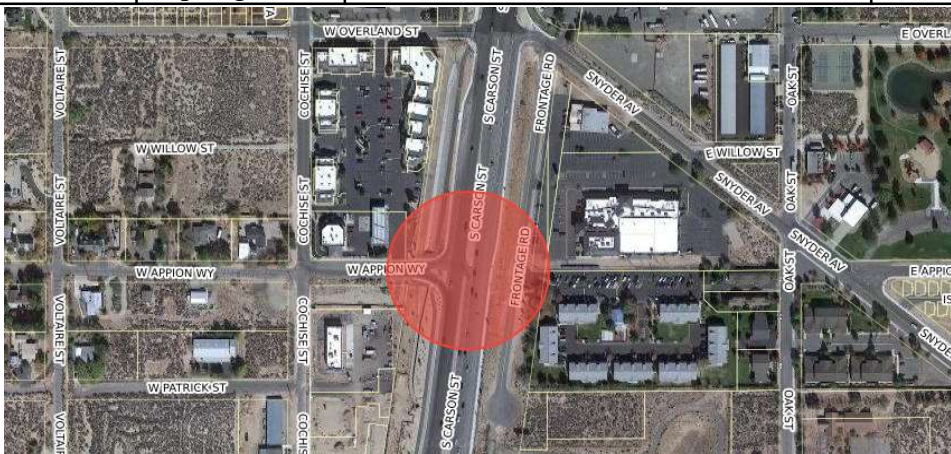
Project Schedule


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	\$1,878,680	As of Date	Grant Funded	Total Budget
		October 31, 2023	Yes	\$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
<p>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.</p>				
Project Justification				
<p>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</p>				
Project Status				
<p>The consultant is completing the 100% design, expected in December. The NEPA document has been approved by FHWA and NDOT. The project's right-of-way phase is underway for temporary and permanent acquisitions. Staff is also continuing to coordinate and reach out to property owners along the project area. Staff is also waiting for the final agreement with NV Energy for the undergrounding of overhead utilities.</p>				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Nov-21	Aug-23	NA	
Construction	Aug-24	Dec-25	TBD	

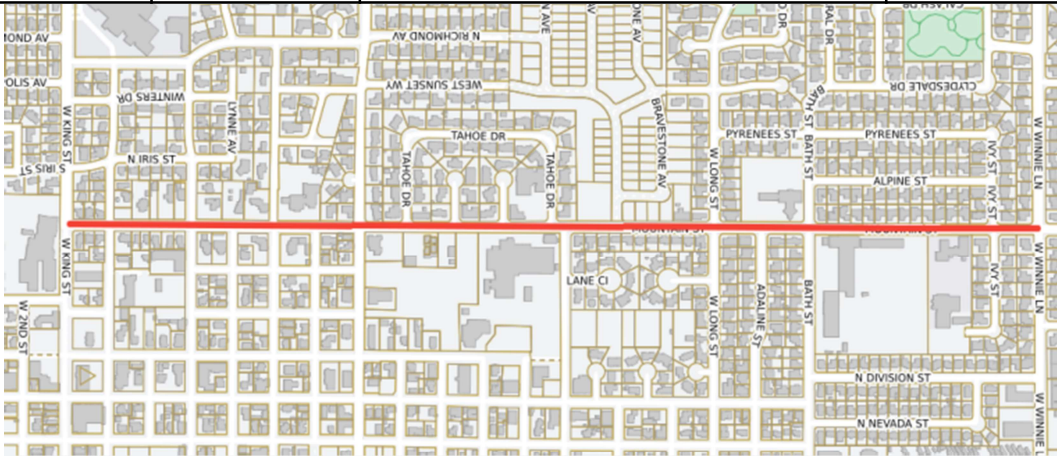
Project Name:		DMV Multi-Use Path Project		
Project Number:		P303522005		
Department Lead:		Public Works		
Project Cost to Date	\$73,515	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$2,040,212
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal TAP / CRP)	FY 22	\$1,858,712
2105050	507010	Parks Capital Projects Fund	FY 22	\$100,000
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				
Project funding has increased per the LPA Amendment and includes additional federal (CRP) and local funds (Parks, Recreation, and Open Space). The 100% design plans have been submitted to NDOT. Design is still expected to be completed by the end of 2023, with construction to begin in Spring/Summer 2024. Staff is working with Nevada State Lanes to obtained an easement through the parcel south of the DMV. The project cannot proceed without this easement.				
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	\$219,189	As of Date	Grant Funded	Total Budget
		October 31, 2023	No	\$1,706,400
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22 / FY 24	\$300,000
2503082	431010	Federally Directed Spending	FY 23	\$1,100,000
2503082	475100	Developer Contribution	FY 22	\$248,400
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 51.				
Project Status				
The 100% design plans are complete and staff is actively seeking to establish a formal agreement to facilitate the completion of the design for the fourth leg. Staff is also working with a consultant to complete the NEPA for the project following Department of Housing and Urban Development federal requirements. Additional developer contributions for the project has also been recieved.				
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	\$321,765	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$357,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	Grant 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
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.				
Project Justification				
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.				
Project Status				
The project is completed and staff is working to closeout the project.				
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	\$446,596	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$670,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 23	\$420,000
2750600	507010	ARPA	FY 23	\$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				
The project construction is complete. Staff is working to process the final invoice and close the project.				
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	\$461,728	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$500,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 23	\$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 will be removed from the Project Status Report. Approximately \$38,000 will be rolled back to the Regional Transportation Fund for use on other projects.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Feb-23	N/A	
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	\$76,149	As of Date	Grant Funded	Total Budget
		October 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
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This project is for roadway improvements and upgrades in compliance with the American with Disabilities Act (ADA) along Winnie Lane between S. Carson Street and Mountain Street. It includes pavement rehabilitation, ADA sidewalk upgrades, replacement of deteriorated curb, gutter, and sidewalk, crosswalk enhancements, and minor utility improvements.

Project Justification

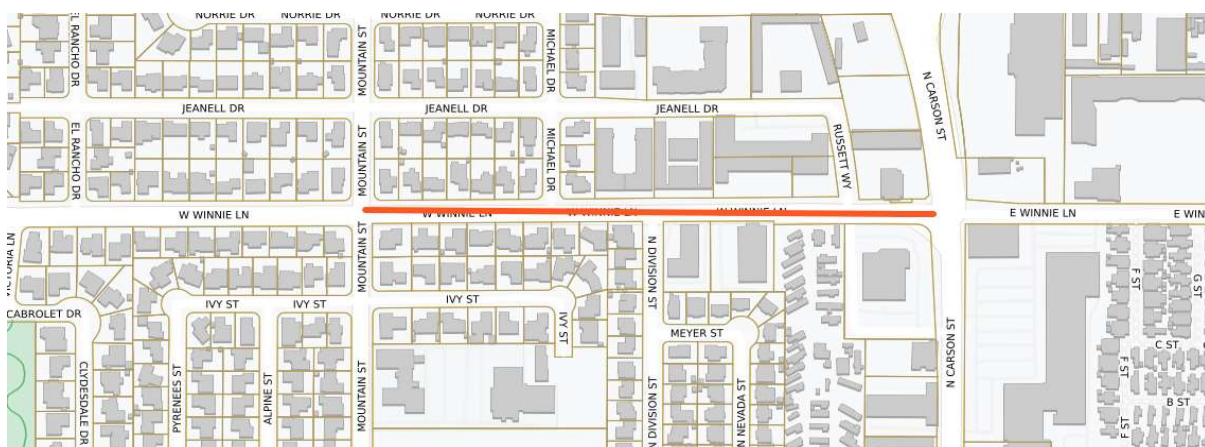
This section of Winnie Lane serves as a crucial link for connecting residential areas, local businesses, and public schools. However, the pavement has a Pavement Condition Index (PCI) of 52 (poor condition), and the pedestrian facilities fail to meet the ADA standards. Pavement reconstruction and ADA updates are

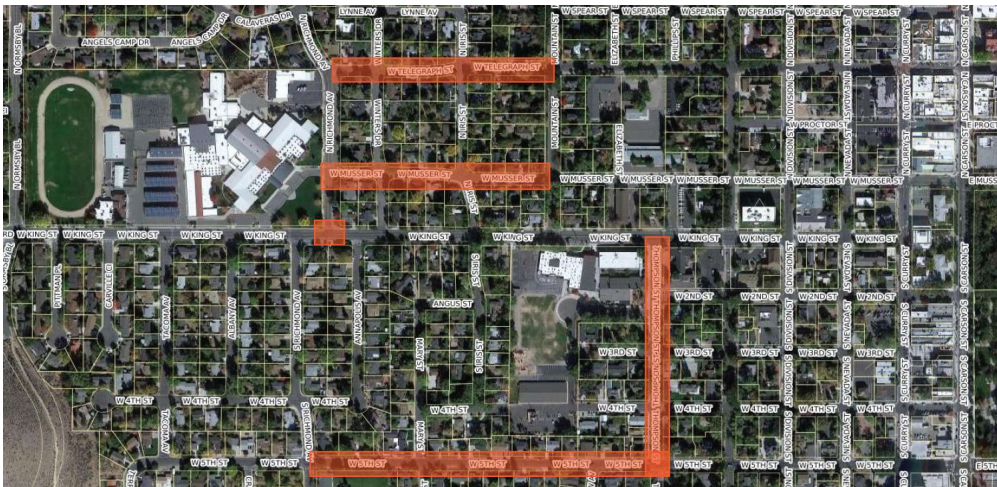
Project Status

The consultant has completed 100% design plans for review. The project is expected to go to bid in late November, 2023. Additional funding is likely needed following bid which will come from the Colorado Street Project.


Project Schedule


Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-23	Sep-23	N/A
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	\$55,434	As of Date	Grant Funded	Total Budget
		October 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 30% design. The project survey has been completed. Staff will be conducting pubic outreach to those nearest the project in the coming months.</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	\$809	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$2,250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 23	\$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 has reached 60% and is being reviewed internally by staff.				
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 - Carmine Street Rehabilitation Project			
Project Number:	P303524002			
Department Lead:	Public Works			
Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		October 31, 2023	Yes	\$4,243,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-STBG)	FY 24	\$1,303,475
2750620	507010	Grants Fund (Federal-CDBG)	FY 24	\$325,850
2503035	507010	RT Fund	FY 24	\$613,675
		Water / Sewer / Stormwater	FY 24/25	\$2,000,000
Project Description				
Project Length	0.5 Miles of road reconstruction, utility, and ADA update	TIP I.D.	CC202300005	
Reconstruction of Carmine Street between Lompa Lane and Airport Road. The projects scope includes pavement removal and replacement, new curb, gutter, and sidewalk connections, and complete street safety elements. The project also includes underground water, sewer, and storm drainage improvements.				
Project Justification				
The project was identified as part of the District 1 project selection process. Several factors were evaluated in the process including: pavement condition (PCI), location on a City's bus route, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. The project has also received federal Community Development Block Grant funding for necessary sidewalk and pedestrian connectivity supporting community development. The project has disjointed sidewalks, wide and narrow pavement widths, and poor storm drainage. The road is				
Project Status				
Staff has completed initial scoping of the project. A local public agency agreement request, submitted in June, is pending development by NDOT. Once an LPA agreement is in place, staff will release a solicitation for consultant design support for the project.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Jan-24	Jan-25	TBD	
Construction	Spring 2025	Fall 2025	TBD	
				

Project Name:		District 1 – N Lompa Lane Preservation Project		
Project Number:		P303524003		
Department Lead:		Public Works		
Project Cost to Date	\$574	As of Date	Grant Funded	Total Budget
		October 31, 2023	No	\$253,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$253,000
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				
This project is being designed with the District 1 ARPA project. The design has reached 60% and is being reviewed internally by staff.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Sep-23	Feb-24		N/A
Construction	Spring 2024	Fall 2024		TBD
				

Project Name: District 1 – College Pkwy & Airport Road Pavement Preservation Project
Project Number: P303524004
Department Lead: Public Works

Project Cost to Date	\$760	As of Date	Grant Funded	Total Budget
		October 30, 2023	No	\$2,024,500
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$1,149,500
2535005	507010	V&T Infrastructure Fund	FY 24	\$875,000

Project Description

Project Length	2.5 miles of pavement preservation	TIP I.D.	CC20210003
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This is a pavement preservation project (Chip Seal) of Airport Road and College Parkway.
 Airport Road - College Pkwy and Hwy 50. It also includes miscellaneous sidewalk revisions, roadside improvements, and signing and striping.
 College Parkway - Between N. Lompa Lane and Hwy 50. In addition, improvements will be made to signing and striping.

Project Justification

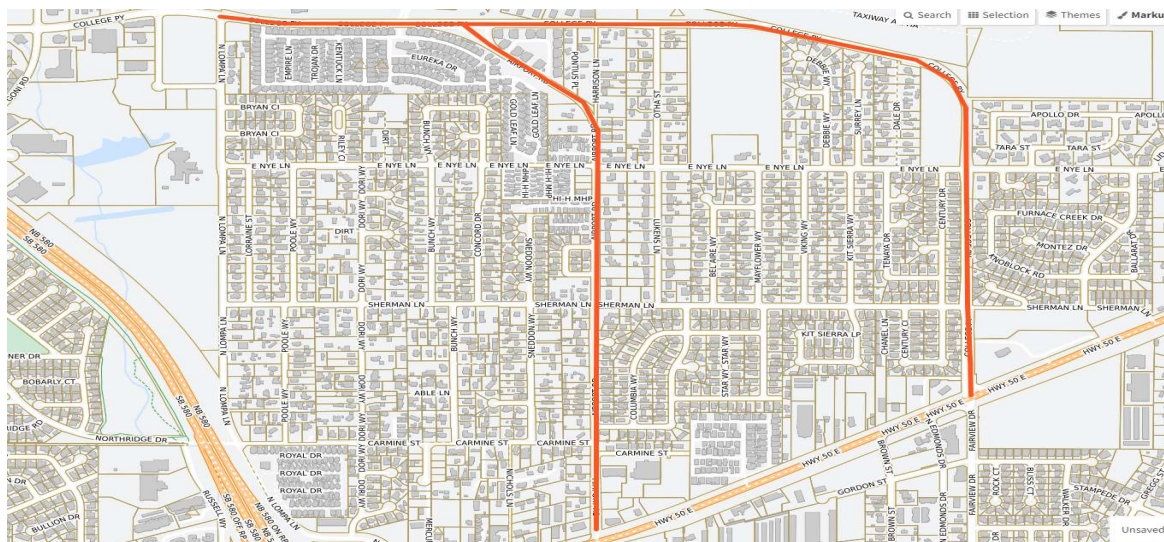
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Airport Road and College Pkwy were selected. A chip seal was selected based on the existing cracking and PCI of the road.

Project Status

Design for this project is underway.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Feb-24	N/A
Construction	Spring 2024	Fall 2024	TBD



Project Name:	FTA/RACC Downtown Sidewalk and Pedestrian Improvement			
Project Number:	P751023003			
Department Lead:	Public Works			
Project Cost to Date	\$47,972	As of Date	Grant Funded	Total Budget
		October 30, 2023	Yes	\$338,862
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2253081	431010	JAC Federal Grants Fund	FY 23	\$196,000
6037510	507010	RACC Capital Improvements	FY 23	\$131,202
5203035	507010	Water Utility Funds	FY 23	\$11,660
Project Description				
Project Length	1750 square feet of sidewalk improvements		TIP I.D.	No
The project includes sidewalk and ADA improvements in Redevelopment Area #1 along Robinson Street from Anderson Street to N. Walsh Street, along E. Caroline Street from N. Valley Street to Anderson Street, and sidewalk and curb ramp improvements along E. Musser Street between Carson Street and Stewart Street.				
Project Justification				
Public Works has begun development on a comprehensive sidewalk replacement and ADA improvement project for Redevelopment Areas #1 and #2. This project is intended to improve accessibility and remove safety concerns from non-compliant and missing sidewalks. Many of these areas serve the underserved population which relies on walking, biking or bicycles to get to work or necessary services such as the grocery store, pharmacies, or bus stops. Public Works is focusing on providing safe and ADA compliant access, sidewalks that serve JAC bus stops, enhancing alternative modes of transportation to critical Points of Interest, and enhanced business access for individuals with disabilities. This project is jointly funded by the Redevelopment Authority and FTA federal transit grants available to Carson City because of the JAC.				
Project Status				
The Project design is complete and the project recently opened bids. Staff is reviewing the submissions, and will recommend award at a future RTC meeting. Construction is anticipated to begin in the Spring of 2024.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Oct-22	Aug-23	N/A	
Construction	Apr-24	Sep-24	TBD	