

**CARSON CITY CONSOLIDATED MUNICIPALITY  
NOTICE OF THE MEETING OF THE  
REGIONAL TRANSPORTATION COMMISSION**

**Day:** Wednesday  
**Date:** June 12, 2024  
**Time:** Beginning immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 pm  
**Location:** Community Center, Robert 'Bob' Crowell Board Room  
851 E. William Street  
Carson City, NV 89701

**AGENDA**

**NOTICE TO THE PUBLIC:**

Members of the public who wish to view the meeting may watch the livestream of the Regional Transportation Commission meeting at [www.carson.org/granicus](http://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](mailto:cmartinovich@carson.org). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

1. **Call to Order - Regional Transportation Commission**
2. **Roll Call**
3. **Public Comment:\*\***  
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
4. **For Possible Action: Approval of Minutes - April 10, 2024**
  - 4.A Minutes for April 10, 2024  
[Click Here for Staff Report](#)
5. **Public Meeting Item(s):**
  - 5.A For Possible Action - Discussion and possible action regarding potential Fiscal Year ("FY") 2025 transportation infrastructure projects for Performance District 2, as funding permits.

Staff Summary: Staff has developed a procedure to identify and prioritize potential FY 2025 transportation infrastructure projects along regional and local roads within Performance District 2. Using this procedure, staff has identified four recommended projects on regional roads. Additionally, staff has identified four transportation infrastructure projects on local roads that could potentially proceed if ballot questions seeking voter approval for additional local road funding pass. If approved, staff will finalize project scopes and begin project design. The identified projects will extend the life of the selected roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

[Click Here for Staff Report](#)

5.B For Possible Action – Discussion and possible action regarding (1) ratifying the submission of a Letter of Intent (“LOI”) from the Carson City Regional Transportation Commission (“RTC”) to Carson City seeking a Community Development Block Grant (“CDBG”) of \$124,146 for sidewalk, Americans with Disabilities Act (“ADA”), and other improvements along select portions of Carmine Street, and (2) authorization for the Transportation Manager to execute a CDBG application and, if the grant is awarded, the CDBG agreement, as well as any future amendments to the CDBG agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: Staff seeks the RTC’s ratification of a CDBG LOI submitted to Carson City for the fiscal year (“FY”) 2024-2025 grant cycle in the amount of \$124,146 to replace existing and/or construct new ADA compliant pedestrian curb ramps, replace substandard sidewalks, enhance crosswalk safety at intersections, and reconstruct roadway pavement and drainage infrastructure (including residential driveway aprons connecting to sidewalks), as needed, along portions of Carmine Street, including intersections, beginning at N. Lompa Lane and ending just east of Airport Road. No matching funds are required for the CDBG.

[Click Here for Staff Report](#)

5.C For Possible Action – Discussion and possible action regarding (1) Cooperative Agreement No. PR378-24-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to School Program (“WN-SRTS Program”) through September 30, 2026 in the amount of \$684,211.00 comprising \$650,000.00 in Surface Transportation Block Grant, Transportation Alternatives Program (“TAP”) funds plus the required 5% local match of \$34,211.00, and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement to revise scope of work, extend the time of performance, or approve funding changes not exceeding 10% of the present Agreement amount.

Staff Summary: The WN-SRTS Program was established in 2017 and serves kindergarten through 12th grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Agreement will allow the WN-SRTS Program to continue to provide planning and program services for all schools through September 30, 2026.

[Click Here for Staff Report](#)

5.D For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. ("SNC") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 for the District 1 - N. Lompa Pavement Preservation Project ("Project") and to award Contract No. 24300374 ("Contract") for the Project to SNC for a total not to exceed amount of \$485,108.

Staff Summary: This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching, large crack repairs, restriping, traffic sign installation, and slurry seal on N. Lompa Lane, Northridge Drive, Poole Way, Dori Way, Bunch Way, Sneddon Way, and Roberta Way. The not-to-exceed amount of \$485,108 includes the base bid amount of \$441,007 plus a 10% contingency amount of \$44,101. The engineer's estimate for the Project was \$488,726.

[Click Here for Staff Report](#)

5.E For Possible Action - Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration ("FTA") Section 5310 grant application to the Carson Area Metropolitan Planning Organization ("CAMPO") for \$241,866 subject to a 20% local match estimated to be \$48,373, to fund capitalized operating expenses for Jump Around Carson's ("JAC") paratransit service, JAC Assist.

Staff Summary: CAMPO is requesting grant applications for FTA Section 5310 funding for Federal Fiscal Year ("FFY") 2024. FTA Section 5310 grants provide funding to enhance the mobility of seniors and individuals with disabilities. The proposed application to CAMPO seeks \$193,493 in federal funding for JAC Assist's capitalized operating expenses with a minimum of a 20% local match, estimated to total \$48,373, for a total expense of \$241,866. Grant applications will be accepted through June 24, 2024.

[Click Here for Staff Report](#)

5.F For Possible Action - Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration ("FTA") Section 5339 grant application to the Carson Area Metropolitan Planning Organization ("CAMPO") for (1) the purchase of a transit vehicle for \$169,951 with a 15% match estimated to be \$25,493; and (2) maintenance improvements to various bus stops located in redevelopment areas of Carson City, including American with Disabilities Act ("ADA") planned improvements at the downtown transit center for \$148,088, with a 20% match estimated to be \$29,618.

Staff Summary: CAMPO is requesting grant applications for FTA Section 5339 funding for Federal Fiscal Years ("FFY") 2022, 2023, and 2024. FTA Section 5339 grants provide funding for bus purchases and bus facilities, including bus stops improvements. The FTA Section 5339 application to CAMPO seeks a total of \$262,928 in FTA Section 5339 funding, plus \$55,111 in required local match, for a total expense of \$318,039 to purchase an ADA compliant transit vehicle and to provide bus stop facility maintenance improvements. Grant applications will be accepted through June 24, 2024.

[Click Here for Staff Report](#)

**6. Non-Action Items:**

- 6.A Transportation Manager's Report  
[Click Here for Staff Report](#)
- 6.B March and April Street Operations Report  
[Click Here for Staff Report](#)
- 6.C Other Comments and Reports

Staff Summary: This item may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to the RTC, project status reports, and comments or other reports from the RTC members or staff.

[Click Here for Staff Report](#)

**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**

**AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:**

\*\*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 Regional Transportation Commission 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](mailto: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](mailto: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](http://www.carson.org/agendas) and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

[www.carson.org/agendas](http://www.carson.org/agendas)

<https://notice.nv.gov>

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 12, 2024

**Staff Contact:**

**Agenda Title:** Minutes for April 10, 2024

**Agenda Action:** Formal Action / Motion      **Time Requested:**

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**Proposed Motion**

I move to approve the minutes, as presented.

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

[04-10-2024 Minutes \(RTC\).pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Vote Recorded By)

# CARSON CITY REGIONAL TRANSPORTATION COMMISSION

## Minutes of the April 10, 2024 Meeting

Page 1

**DRAFT**

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

**PRESENT:** Chairperson Lori Bagwell  
Vice Chair Lisa Schuette  
Commissioner Robert “Jim” Dodson  
Commissioner Lucia Maloney  
Commissioner Gregory Novak

**STAFF:** Darren Schulz, Public Works Director  
Chris Martinovich, Transportation Manager  
Adam Tully, Deputy District Attorney  
Kelly Norman, Senior Transportation Planner/Analyst  
Casey Sylvester, Transportation/Traffic Engineer  
Jared Cragun, Transportation Planner/Analyst  
Rebecca Bustos, Grant Analyst  
Dan Kelsey, Transit Coordinator  
Guillermo Munoz, Assistant Project Manager  
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/government/city-meetings>.

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

(4:57:38) – Chairperson Bagwell called the meeting to order at 4:57 p.m.

### 2. ROLL CALL

(4:57:40) – Roll was called, and a quorum was present.

### 3. PUBLIC COMMENT

(4:57:56) – Chairperson Bagwell entertained public comments. Mark Costa introduced himself as a Carson City resident and spoke regarding a \$25 million annual road maintenance cost estimate. He noted that he had spoken with Mr. Martinovich at a public forum; however, he wished to understand how the \$25 million was calculated each year as an annual cost and wanted to find out how unused funds, if any, are used. Mr. Costa wished to see the worksheets available online for reference. Troy Jordan introduced himself as the Deputy Director of the Nevada Department of Employment Training

# CARSON CITY REGIONAL TRANSPORTATION COMMISSION

## Minutes of the April 10, 2024 Meeting

Page 2

**DRAFT**

and Rehabilitation (DETR) and relayed concerns of clients from the Vocational Rehabilitation Bureau regarding reductions to the Jump Around Carson (JAC) bus services. Mr. Jordan explained that should JAC services be cut, some of their clients would experience losing their jobs. He cited the example of epileptic clients who could not drive as a result of their condition.

### **4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MARCH 13, 2024**

(5:04:28) – Chairperson Bagwell introduced the item and noted a name correction. She entertained additional corrections or a motion.

**(5:05:00) – Vice Chair Schuette moved to approve the minutes of the March 13, 2024 RTC meeting as corrected. The motion was seconded by Commissioner Novak and carried 5-0-0.**

### **5. PUBLIC MEETING ITEM(S):**

**5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS ("BOARD") CONCERNING THE FISCAL YEAR ("FY") 2025 BUDGETS AND SUPPLEMENTAL REQUESTS FOR THE REGIONAL TRANSPORTATION, TRANSIT, CAMPO, AND STREET MAINTENANCE FUNDS (COLLECTIVELY, "FUNDS").**

(5:05:20) – Chairperson Bagwell introduced the item and noted that the discussion would be based on the late material posted as part of the Staff Report. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich introduced members of the finance team participating remotely or in person and presented the budgets incorporated into the record. Carson City Chief Financial Officer Sheri Russell-Benabou clarified that the Special Revenue Funds were not allowed to be moved outside the funds and if not used, would roll forward into the 2025 funds. She also noted that additional grant information was presented late to the Transit and CAMPO funds; therefore, they were not included in the tentative budget but would be added to the final budget. Ms. Russell-Benabou clarified that interest earnings were not added because Staff could not guess what would happen at fair market value at the end of the year, since 2024 was an election year, and a gain or a loss might not be predicted until the end of the year.

(5:14:30) – Chair Bagwell clarified that there had been no reductions in the JAC Assist program budgets. She clarified that a request to expand had not been approved due to the lack of funds, but no reductions had been made. Ms. Russell-Benabou addressed the projected flat gasoline tax revenue, noting the fuel efficiency of newer vehicles and the increased hybrid and electric vehicles. She also explained that the lease revenues received from South Carson Street properties would be moved to the South Carson Neighborhood

# CARSON CITY REGIONAL TRANSPORTATION COMMISSION

## Minutes of the April 10, 2024 Meeting

Page 3

**DRAFT**

Improvement District to offset the assessments. Commissioner Dodson was informed that the Safe Streets and Roads Grant award was received last year and that Staff would pursue another grant this year. Ms. Russell-Benabou clarified for Chair Bagwell that the \$1.5 million debt would drop to \$600,000 in 2029 and would be eliminated in 2031. Commissioner Novak received confirmation that the revenue received from Douglas and Lyon Counties was from the work done by signal crews. Public Works Director Darren Schulz explained to Commissioner Maloney that the salt and sand fund is estimated; however, supplemental funds may be requested based on the winter weather and snowfall.

(5:31:56) – Chair Bagwell entertained public comments. Mike Chapman explained that on March 18, 2024, a notice had been posted in JAC Assist buses announcing reductions in the services. He noted that his epileptic daughter used the JAC Assist buses as she was unable to drive. However, he acknowledged the Chair's earlier comment that no service reductions had been made to the JAC assist routes.

(5:35:21) – Chairperson Bagwell entertained additional Commissioner discussion. Commissioner Maloney referenced the Transit Budget and was informed by Mr. Martinovich that the operating contract reimbursement match for fixed ride operating was 50 percent, for paratransit operating was 80 percent, and for RTC inner city, salaries, and operating supplies was 50 percent with some 100 percent matches for technical equipment. She believed that the budget was not balanced and there was a \$125,000 shortage. Ms. Russell-Benabou explained that there were unused matches in the undesignated funds that would roll forward and cover the \$125,000 shortage per her earlier comment. She also agreed to make changes to the way the beginning fund balance is presented. Mr. Martinovich also responded to clarifying questions. There were no additional comments; therefore, Chairperson Bagwell entertained a motion.

**(5:52:50) – Vice Chair Schuette moved to recommend that the Board of Supervisors approve the Fiscal Year 2025 budgets and supplemental requests for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds as discussed on the record. The motion was seconded by Commissioner Novak and carried 4-1-0 with Commissioner Maloney as the nay vote.**

### **5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE 5TH STREET ROUNDABOUT IMPROVEMENT PROJECT (“PROJECT”) INCLUDING THE EVALUATION OF POTENTIAL INTERIM MEASURES TO ENHANCE TRAFFIC FLOW AT THE ROUNDABOUT.**

(5:53:28) – Chairperson Bagwell introduced the item. Mr. Sylvester gave background and reviewed a PowerPoint presentation which is incorporated into the record. He noted that on May 10, 2023, RTC had directed staff to pause design on the roundabout until additional funding could be identified. Mr. Sylvester presented several alternatives such as metering, channelized turn lanes

## CARSON CITY REGIONAL TRANSPORTATION COMMISSION

### Minutes of the April 10, 2024 Meeting

Page 4

DRAFT

storage lane improvements/additions, and acceleration lane improvements/additions. Since none of the alternatives presented improvements, Staff recommended not pursuing interim solutions but continuing to look for a full buildout through Community Project Funding in 2025, although he cautioned that there might be a chance that the funding may not be achieved. He also responded to clarifying questions. Chair Bagwell wished to ensure that “Transportation District 3 isn’t shorted since we worked really hard to ask RTC to fairly distribute each year’s tax dollars.” Mr. Martinovich explained that the District 3 funds were used for repair projects such as slurry sealing. Commissioner Novak inquired about the acquisition of State lands and Mr. Martinovich noted that it was feasible that the acquisition would happen which could save RTC budget dollars. Commissioner Dodson was informed that a formal cost estimate was not done on the alternatives. He suggested revisiting the alternatives should the full buildout not get funded. Vice Chair Schuette thanked Mr. Sylvester for responding to her earlier questions and agreed with the previous comment made by Commissioner Dodson. Commissioner Maloney believed in looking for alternatives and innovative solutions and inquired whether other priorities would compete with this project for funding. Mr. Sylvester explained that besides Spooner Junction, he could “not think of another place that has more congestion than the roundabout does at this time.” There were no public comments; therefore, Chairperson Bagwell entertained a motion.

**(6:10:02) – Commissioner Dodson moved to direct staff to decline to pursue interim measures to enhance traffic flow at the 5th Street roundabout and to continue pursuing opportunities for a full buildout of the 5th Street Roundabout Improvement Project. The motion carried 5-0-0.**

**5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT 1 (“AMENDMENT”) TO CONTRACT 24300078 (“CONTRACT”) FOR J-U-B ENGINEERS, INC. (“JUB”) TO COMPLETE ADDITIONAL CIVIL ENGINEERING DESIGN SERVICES FOR ROADWAY PROJECTS IN PERFORMANCE DISTRICTS 2, 3, AND 4 (“PROJECT”) AND INCREASE THE AMOUNT OF THE CONTRACT BY \$68,050 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$247,150 FOR THE CONTRACT.**

(6:10:27) – Chairperson Bagwell introduced the item and noted that the discussion will be based on the late material (Exhibit A of the Contract Amendment) which included a date correction to reflect September 13, 2023, and the changes to time and materials on the last page of Exhibit 1. Assistant Project Manager Guillermo Munoz reviewed the Staff Report and accompanying documentation and responded to clarifying questions. Chair Bagwell entertained Commissioner and/or public comments and when none were forthcoming, a motion.

**(6:11:03) – Commissioner Maloney moved to approve the Amendment, as presented and included in the late material. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

**5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT 3 (“AMENDMENT”) TO CONTRACT 21300242**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 10, 2024 Meeting**

**Page 5**

**DRAFT**

**(“CONTRACT”) FOR HANSFORD ECONOMIC CONSULTING LLC (“HANSFORD CONSULTING”) TO EXPAND THE SCOPE OF SERVICES FOR THE CARSON CITY ROADS FUNDING PROJECT (“PROJECT”) AND A \$18,645 INCREASE IN THE CONTRACT’S COMPENSATION AMOUNT, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$114,920 FOR THE CONTRACT.**

(6:13:22) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich presented the Staff Report, incorporated into the record, and responded to clarifying questions. There were no public comments. Chair Bagwell noted that the contract had been “through so many amendments,” adding that “overall, I’m not thrilled that we keep coming back and having to do another amendment for time and materials and I don’t know if this became so complex and that it was of such interest to the public with hearings...that it took longer than originally anticipated. I certainly think that public comment and outreach is the right thing to do but just in general I was disappointed that I had to amend the contract again to give more dollars to complete a task that was already listed in a contract.” Mr. Martinovich explained that the work had taken longer than anticipated. Additionally, the contractor had done extra work that was not scoped and had kept the contract open-ended to allow for more flexibility, not knowing the direction that would be given. Chair Bagwell noted that the information would be of value, therefore, she would support the item. Commissioner Novak believed that the information would be useful at the state level for the next legislative session. Commissioner Maloney applauded the Spanish translations at the workshops and was “happy to pay for that.” Chair Bagwell entertained a motion.

**(6:21:26) – Commissioner Novak moved to approve Amendment 3, as presented. The motion was seconded by Commissioner Maloney and carried 5-0-0.**

**5.E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) AMENDMENT 1 (“AMENDMENT”) TO COOPERATIVE AGREEMENT NO. PR699-22-063 (“AGREEMENT”) BETWEEN THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (“RTC”) AND THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) FOR THE WEST CARSON VULNERABLE USER PEDESTRIAN SAFETY IMPROVEMENT PROJECT (“PROJECT”) WHICH WILL ADD \$500,000 IN FEDERAL CONGRESSIONALLY DESIGNATED SPENDING (“CDS”) FUNDING FOR A NEW TOTAL OF \$1,500,000 IN CDS FUNDING, MAKE A CORRESPONDING \$26,316 INCREASE IN THE 5% LOCAL MATCH FOR A NEW TOTAL LOCAL MATCH OF \$78,948, EXTEND THE AGREEMENT’S TERMINATION DATE TO JUNE 30, 2028, AND REVISE 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.**

# CARSON CITY REGIONAL TRANSPORTATION COMMISSION

## Minutes of the April 10, 2024 Meeting

Page 6

**DRAFT**

(6:21:48) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich presented the Staff Report and referenced the accompanying Agreement and Amendment. Chair Bagwell was pleased to see the additional \$500,000 award and entertained Commissioner and/or public comments; however, none were forthcoming. She then entertained a motion.

**(6:24:24) – Vice Chair Schuette moved 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. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

## 6. NON-ACTION ITEMS

### 6-A TRANSPORTATION MANAGER'S REPORT

(6:24:54) – Chairperson Bagwell introduced the item. Mr. Martinovich responded to an earlier comment regarding MicroPAVER asset management software, noting that he had requested a paver expert to prepare a memorandum regarding the software. Mr. Martinovich explained that the product is a microsimulation software; therefore, background analytics are involved. He noted that the information was being prepared and would be presented at a later meeting. Mr. Martinovich also updated the Commission on the Local Road Funding Project, stating that many project website updates had already taken place. He explained that Staff were working on the District 2 prioritization presentation to be agendized for the June meeting. According to Mr. Martinovich, an ADA Transition Plan update was being prepared by Staff which would also address ADA compliance. He updated the Commission on the DMV multiuse path project, noting that working with State Lands and having decisions made had not been easy. Commissioner Novak suggested escalating the issue to NDOT; however, Mr. Martinovich clarified that the Department of Conservation and Natural Resources oversaw the Division of State Lands, not NDOT. Mr. Martinovich announced that the Federal Lands Access Program (FLAP) Grant call for projects was released and Staff were evaluating projects. He also noted that according to the Nevada Department of Motor Vehicles (DMV), as of February 24, 2024, out of approximately 74,000 active vehicle registrations in Carson City, 367 were registered as electric only, and 4,800 were hybrid or flex-fuel, 4600 were diesel, and 55,000 were gasoline powered. Mr. Martinovich announced that RTC would not meet in May 2024 and the next RTC meeting would be scheduled for June 12, 2024.

### 6-B FEBRUARY STREET OPERATIONS REPORT

(6:35:40) – Chairperson Bagwell introduced the item. Mr. Martinovich reviewed the Report which is incorporated into the record and responded to clarifying questions. Chair Bagwell noted that the Report would be helpful to show all the work being done by the Street Operations team for members of the public to review.

### 6-C OTHER COMMENTS AND REPORTS

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the April 10, 2024 Meeting**

**Page 7**

**DRAFT**

(6:37:38) – Mr. Martinovich referenced the Staff Report and the attached Transportation and Streets Revenue Accounts, stating that it would be presented to the Commission monthly, reflecting the number of gasoline gallons sold by month and the RTC revenue received, followed by the same information relating to diesel fuel. Additionally, the report reflects monthly sales tax revenue and developer contributions. Chair Bagwell requested tracking previous developer contributions as well. Mr. Martinovich indicated that the last two items in the Report tracked the Capital Sanitation/Street Repairs and the revenue from the electric vehicle charging stations. Commissioner Novak reminded everyone about the City-wide Master Plan Update listening tour going on and recommended having a transportation component. Vice Chair Schuette commended Public Works Director Darren Schulz, Mr. Martinovich, and Commissioner Novak for their participation in the Sierra Nevada Forums.

**7. PUBLIC COMMENT**

(6:44:39) – Chair Bagwell entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(6:44:48) – Chairperson Bagwell adjourned the meeting at 6:48 p.m.

The Minutes of the April 10, 2024, Carson City Regional Transportation Commission meeting are so approved on this 12<sup>th</sup> day of June, 2024.

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## STAFF REPORT

<b>Report To:</b>	Regional Transportation Commission	<b>Meeting Date:</b>	June 12, 2024
<b>Staff Contact:</b>	Chris Martinovich, Transportation Manager; Casey Sylvester, Transportation/Traffic Engineer		
<b>Agenda Title:</b>	For Possible Action - Discussion and possible action regarding potential Fiscal Year ("FY") 2025 transportation infrastructure projects for Performance District 2, as funding permits.		
	<p><b>Staff Summary:</b> Staff has developed a procedure to identify and prioritize potential FY 2025 transportation infrastructure projects along regional and local roads within Performance District 2. Using this procedure, staff has identified four recommended projects on regional roads. Additionally, staff has identified four transportation infrastructure projects on local roads that could potentially proceed if ballot questions seeking voter approval for additional local road funding pass. If approved, staff will finalize project scopes and begin project design. The identified projects will extend the life of the selected roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.</p>		
<b>Agenda Action:</b>	Formal Action / Motion	<b>Time Requested:</b>	30 minutes

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### **Proposed Motion**

I move to approve the recommended Performance District 2 projects, as presented.

### **Board's Strategic Goal**

N/A

### **Previous Action**

N/A

### **Background/Issues & Analysis**

Staff evaluated roads in Performance District 2 in accordance with Carson City's approved Pavement Management Plan to prioritize pavement preservation and reconstruction projects with the available budget. The multi-step evaluation process considered pavement condition index; pavement treatment type; work history including on-going projects; at-risk infrastructure; road functional classification; project size and continuity; constructability; and utility needs. Staff then created ranked lists for local roads and regional roads separately using a scoring system specific to each classification of road. The detailed step-by-step procedures are included as Exhibit 2. Staff evaluated and grouped the highest ranked segments to create defined projects and developed cost estimates for each of those grouped projects. The cost estimates were compared to available funding to create a recommended list of

projects for both regional roads and local roads.

Based on the results of the evaluation and the available funding, four potential transportation infrastructure projects were identified on regional roads and four potential projects were identified on local roads. The projects, treatment types, and estimated costs are outlined in the Exhibit 1 presentation. Complete Streets and American with Disabilities Act improvements are incorporated into these cost estimates. The cost estimates also include project and construction management, engineering design, construction bid item costs, material testing, and contingency. The estimates do not include utility costs.

The total available funding from the V&T infrastructure sales tax and local gasoline and diesel fuel taxes in FY 2025 is \$3,696,790. There is an estimated \$205,250 in pending project obligations leaving an estimated \$3,491,500 in funding available for projects in Performance District 2 during FY 2025. The total estimated cost of the four recommended regional road projects is \$3,383,750. Staff is coordinating with the City's Finance Department to determine if any unspent funds from closed out, past projects are available to be rolled forward for FY 2025 Performance District 2 projects. If sufficient additional funding is identified, staff will initiate the preservation of Long Street, a regional road, in addition to the four recommended regional road projects listed.

There is currently no funding available for local road projects; however, the Carson City Board of Supervisors approved two ballot questions for the November 2024 general election which together have the potential to generate an estimated \$7,000,000 in new, annual funding for local roads. Staff have generated a theoretical list of prioritized local road projects using funding that would become available if both ballot questions pass. The total estimated cost of the four recommended local road projects is \$7,540,000. Through refinement of the scope of work for each project, staff will target reducing the cost of the projects through additional construction efficiencies.

#### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.210

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Regional Transportation fund, Capital Improvements / 2503035-507010, Infrastructure Capital / 2503035-507102, and Street Repairs / 2503035-500480; V&T Infrastructure Fund, Construction Account / 2535005-507010.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The total available budget for FY 2025 regional road pavement projects is \$3,696,790, which is comprised of \$1,000,000 in estimated funding from the FY 2024 Regional Transportation fund, Capital Improvements account, 2503035-507010, which will roll-forward and be available in FY 2025; \$1,000,000 from FY 2025 Regional Transportation fund, Capital Improvements account 2503035-507010; \$342,522 from the FY 2025 Regional Transportation Infrastructure fund, Capital account 2503035-507102; \$1,004,268 from the V&T Infrastructure fund, Infrastructure Capital Account 2535005-507102; and \$350,000 from the Regional Transportation fund, Street Repairs account, 2503035-500480. Funding will be transferred from these accounts to the Capital Improvements Account 507010 once individual projects are created with finalized cost estimates.

#### **Alternatives**

Decline to approve the Performance District 2 projects recommended by staff for FY 2025 and provide

alternative direction to staff.

**Attachment(s):**

[5A\\_RTC\\_Exhibit 1 â€“ District 2 Pavement Project Prioritization Presentation.pdf](#)

[5A\\_RTC\\_Exhibit 2 â€“ Project Prioritization Procedure.pdf](#)

[5A\\_RTC\\_Exhibit 3 - District Maps.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(Vote Recorded By)

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# District 2 Pavement Project Prioritization

For Fiscal Year 2025

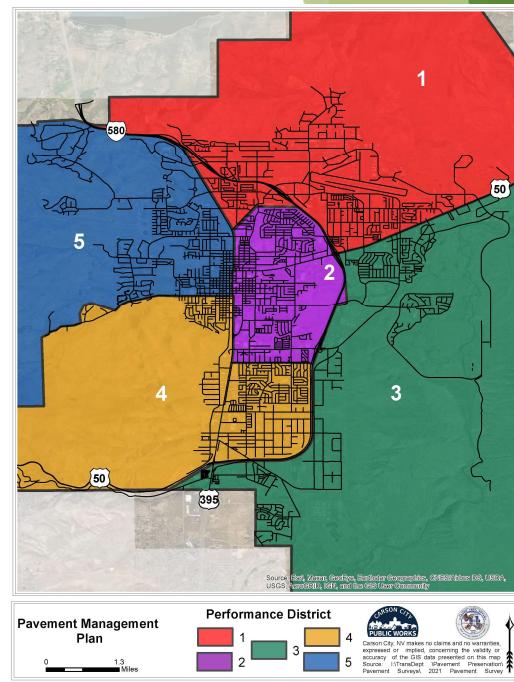
Chris Martinovich, PE | Transportation Manager  
Casey Sylvester, PE | Transportation/Traffic Engineer

1

# Project Prioritization

- ▶ In accordance with 2024-2028 Pavement Preservation Plan
- ▶ Regional Roads and Local Roads
- ▶ Preservation and Rehabilitation Projects
- ▶ Data Driven process determines outcomes

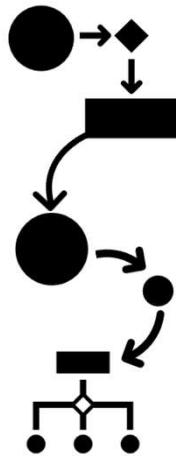
Performance District (#)	Fiscal Year
1	2024
2	2025
3	2026
4	2027
5	2028



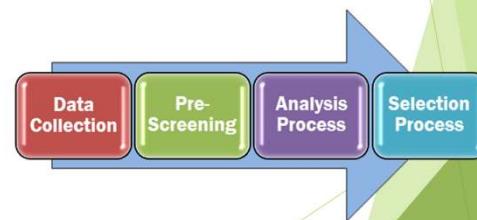
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## Project Prioritization Process

- Use available data;
  - Pavement Condition Index
  - Work History
  - Traffic Volumes
  - Historic Crash data
  - Utility needs
  - Transit Needs
  - Planned improvements
  - Functional Classification
  - Use



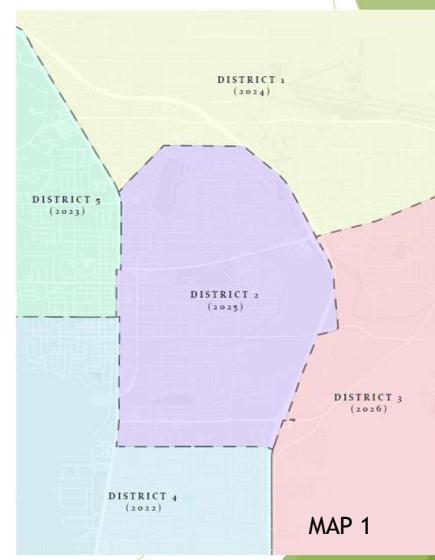
- Completed Process for both Regional Roads (Collectors and Arterials) and Local Roads
- Refer to Prioritization Procedures



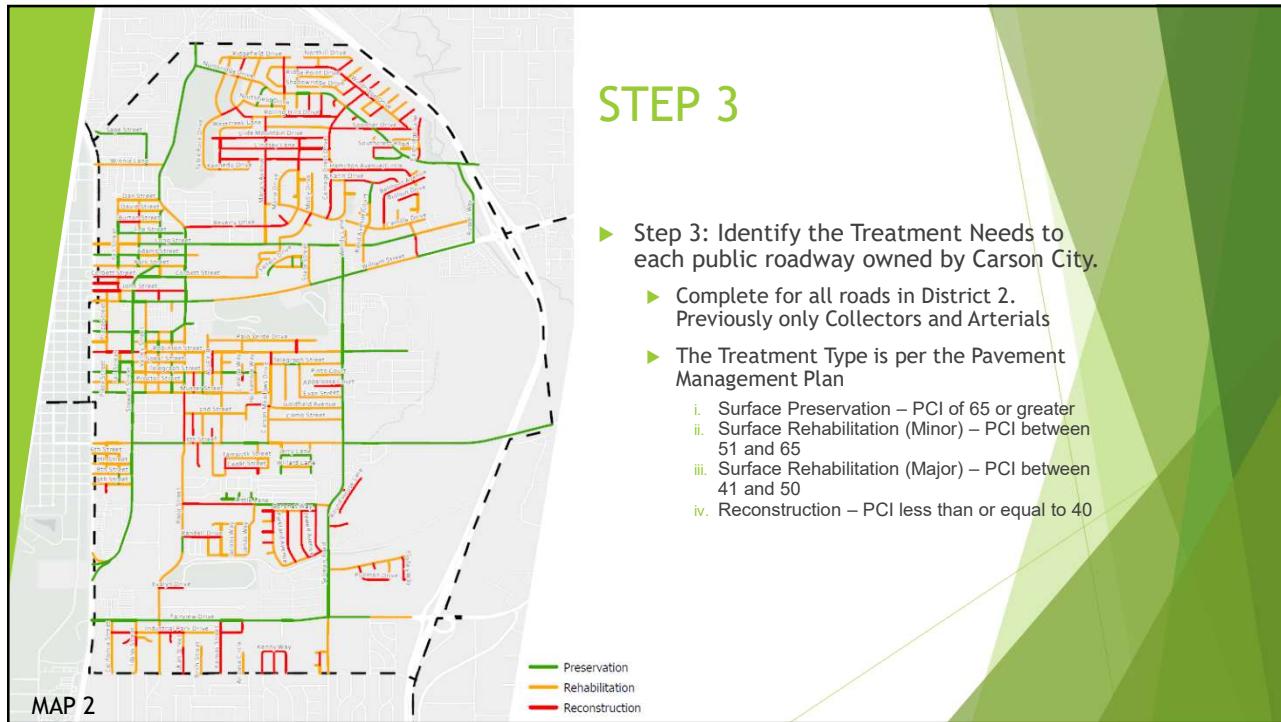
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## Project Prioritization Process - STEP 1 & 2

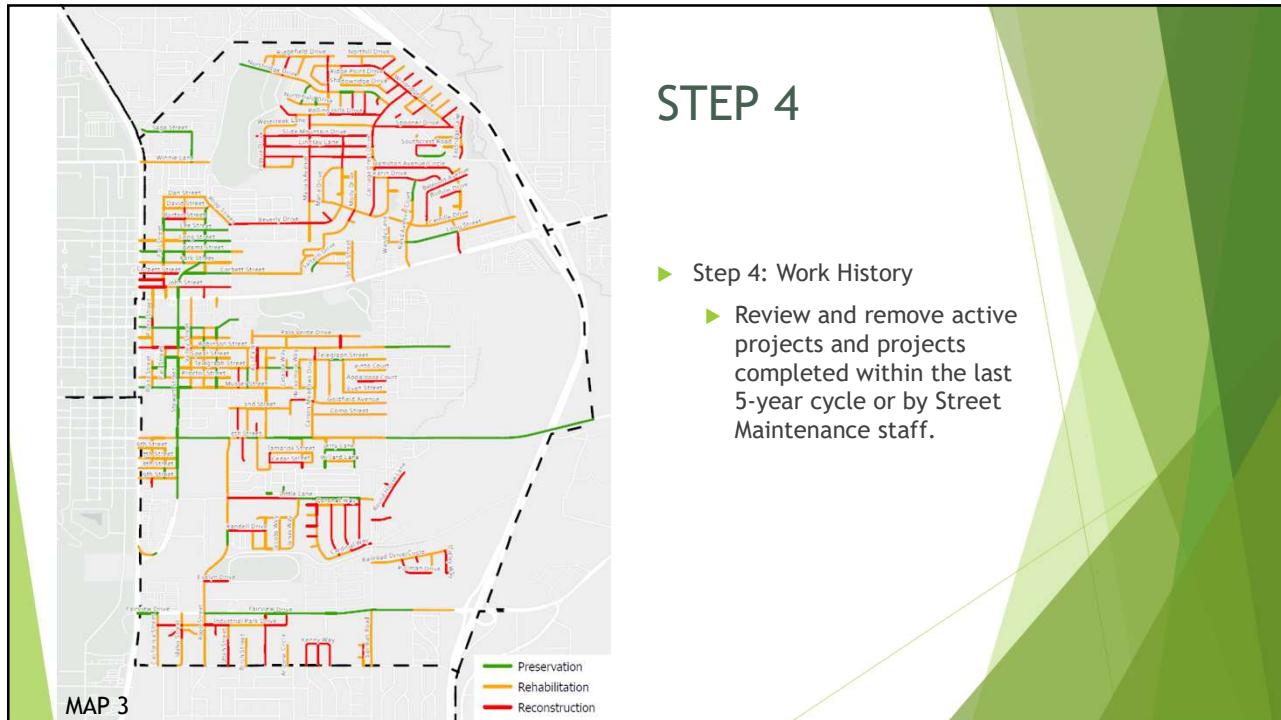
- Step 1: Select the Performance District
  - District 2 is Performance District 2
- Step 2: Data Collection
  - Pull and review PCI data from PAVER
  - Field reviews



4



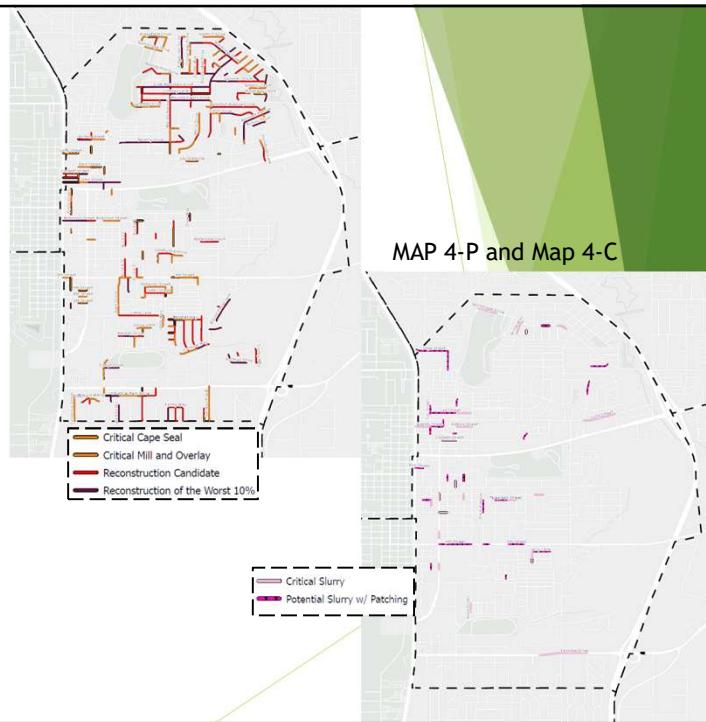
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## STEP 5

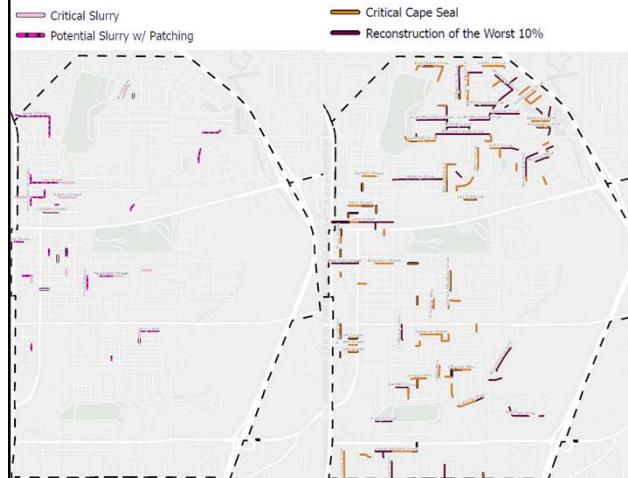
- ▶ Step 5: Ideal and At-Risk Roads
  - ▶ Ideal roads are those that are perfect to receive a surface treatment which will result in several more years of life.
  - ▶ At-Risk Roads are those that, without the identified treatment, will fall to the next treatment type, increasing cost in the future.
  - ▶ Uses forecasting methods identified in PAVER



7

## STEP 6

- ▶ Step 6: Functional Classification
  - ▶ Roads separated by functional classification
    - Local



→ Regional (Collector/Arterial)



8

## STEP 7

- ▶ Step 7: Proximity and Length
  - ▶ Remove short and isolated road segments
  - ▶ These may be added back in later steps.



9

## STEP 8

- ▶ Step 8: Detailed Data Analysis
  - ▶ Complete a details data analysis and scoring of remaining segments.
- ▶ Factors common to all roads
  - ▶ Safety
  - ▶ Transit
  - ▶ Land-Use
  - ▶ Utility “Dig Once”
  - ▶ Funding sources
  - ▶ Right-of-way considerations
  - ▶ Misc. Input:
- ▶ Factors for Regional Roads
  - ▶ Traffic Volumes / Operations
  - ▶ Multi-Modal Access and Regional Planning
- ▶ Factors for Local Roads
  - ▶ PCI
  - ▶ Connectivity
  - ▶ ADA Accessibility
  - ▶ Regional Planning

10

## STEP 8 - Prioritized Listing of Segments Regional Roads

Rank	Street	From	To	CL Miles	Treatment
1	5th Street	S Carson St	Elaine St	0.37	Rehabilitation
2	Roop Street	E 5th St	Industrial Park Dr	0.80	Rehabilitation
3	Little Lane	S Roop St	Janas Wy	0.25	Rehabilitation
4	Northridge Drive	New Ridge Dr	Rockbridge Dr	0.32	Rehabilitation
1	Stewart Street	E Spear St	E 9th St	0.13	Preservation
2	Long Street	Rand Av	Humboldt Ln	0.18	Preservation
3	Fairview Drive	Bobwhite Dr	Bordeaux St	0.27	Preservation

11

## STEP 8 - Prioritized Listing of Segments Local Roads

Rank	Street	From	To	CL Miles	Treatment
1	Adams Street	N Carson St	N Roop St	0.32	Rehabilitation
2	Beverly Drive	N Roop St	Marian Av	0.28	Rehabilitation
3	John Street	N Carson St	N Roop St	0.32	Rehabilitation
4	Marian Avenue	E Long St	Rolling Hills Dr	0.56	Rehabilitation
5	Anderson Street	E William St	E John St	0.05	Rehabilitation
6	California Street	Industrial Park Dr	Colorado St	0.18	Rehabilitation
7	Carriage Crest Drive	Hamilton Av	Windridge Dr	0.38	Rehabilitation
8	Belmont Avenue	Camille Dr	Karin Dr	0.22	Rehabilitation
9	Table Rock Drive	Northridge Dr	Ridgefield Dr	0.10	Rehabilitation
10	Ridgecrest Drive	Northfield Dr	Ridgefield Dr	0.22	Rehabilitation
1	Park Street	N Stewart St	Moody St	0.02	Preservation
2	Sage Street	Hot Springs Rd	Lone Mountain Dr	0.18	Preservation
3	Walsh Street	E Caroline St	E Spear St	0.09	Preservation
4	Anderson Street	E Robinson St	E Caroline St	0.04	Preservation
5	Lee Street	N Fall St	East End	0.22	Preservation
6	Lone Mountain Drive	E Winnie Ln	Zephyr Ci	0.13	Preservation
7	Valley Street	E Caroline St	E Washington St	0.04	Preservation
8	North Peters St	E Adams St	E Long St	0.05	Preservation
9	Telegraph Street	N Harbin Av	Hackamore Wy	0.12	Preservation
10	Corbett Street	N Stewart St	Moody St	0.08	Preservation

12

## STEP 9

- ▶ Step 9: Project Creation and Selection
  - ▶ Using the list of prioritized segments, combine and group segments to create projects with logical beginning and ending points.
  - ▶ Develop high-level project scopes and preliminary cost estimates.
  - ▶ Apply the available funding to maximize the number of projects that are completed.
  - ▶ Revise project scopes as needed and scale to funding levels.

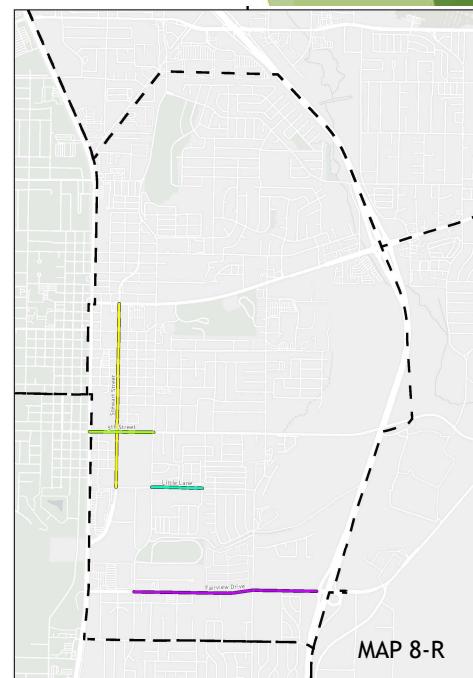
- ▶ Assumptions for Funding
  - ▶ Regional Roads
    - ▶ At least 80% of funding to the district
    - ▶ 50% +/- of funding to reconstruction, 50% to preservation (typical of current practice)
  - ▶ Local Roads
    - ▶ 80% +/- of funding to reconstruction, 20% to preservation
    - ▶ Set-Aside for Street Maintenance Division to complete more crack preventative maintenance on local roads (\$50,000).

13

## District 2 Regional Project Selection

District 2 Regional Road Projects				
Project	Start	End	Treatment	Estimated Cost
5th Street	S Carson St	Roop St	Rehabilitation	\$ 1,026,000
Little Ln	S Roop St	Janas Wy	Rehabilitation	\$ 1,185,000
Stewart St	Little Ln	William St	Preservation	\$ 701,000
Fairview Dr	Bobwhite Dr	Bordeaux St	Preservation	\$ 472,000
				Subtotal \$ 3,384,000
Long St*	Saliman Rd	Russell Way	Preservation	\$ 364,250
				Total w/Optional \$ 3,748,000

\*Additional Project, If Funding Permits

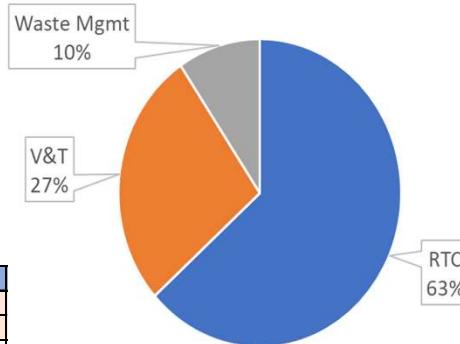


14

## FY 25 Regional Road Budget

Available Funding	
Fund	FY 2025
RTC	\$ 2,342,522
V&T	\$ 1,004,268
Waste Mgmt	\$ 350,000
<b>Total</b>	<b>\$ 3,696,790</b>

FY 2025 District 2 Budget - Regional Roads

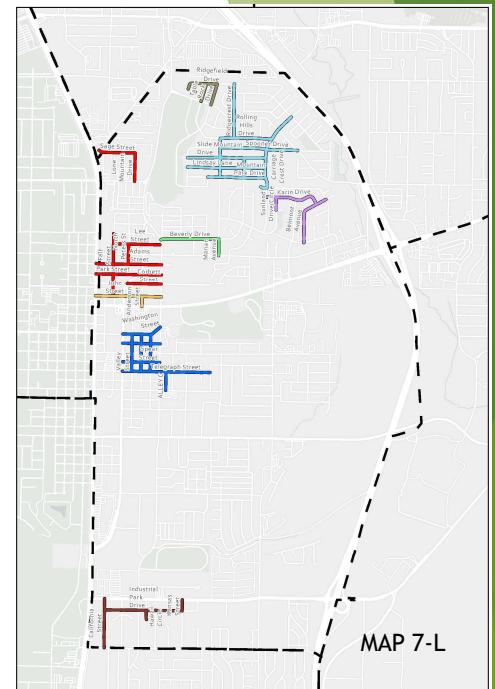


	Project	Estimated Cost
Other Projects	N. Lompa MUP	\$ 105,250
	Curry Street Complete Streets	\$ 100,000
District 2	5th Street	\$ 1,026,000
	Little Lane	\$ 1,185,000
	Stewart Street	\$ 701,000
	Fairview Drive	\$ 472,000
Summary	<b>Total</b>	<b>\$ 3,589,250</b>
	Total Available	\$ 3,696,790
	Remaining	\$ 107,540

15

## District 2 Local Project Selection

Project Name	Treatment	Estimated Cost
Adams / Park Project	Preservation	\$ 1,370,000
Anderson / Walsh Project	Preservation	\$ 580,000
Beverly Drive Project	Rehabilitation	\$ 1,230,000
John Street Project	Rehabilitation	\$ 1,540,000
Carriage Crest Project	Rehabilitation	\$ 6,100,000
California Street Project	Rehabilitation	\$ 1,100,000
Belmont Avenue Project	Rehabilitation	\$ 1,560,000
Table Rock Drive Project	Rehabilitation	\$ 1,290,000
<b>Total</b>		<b>\$ 14,770,000</b>



16

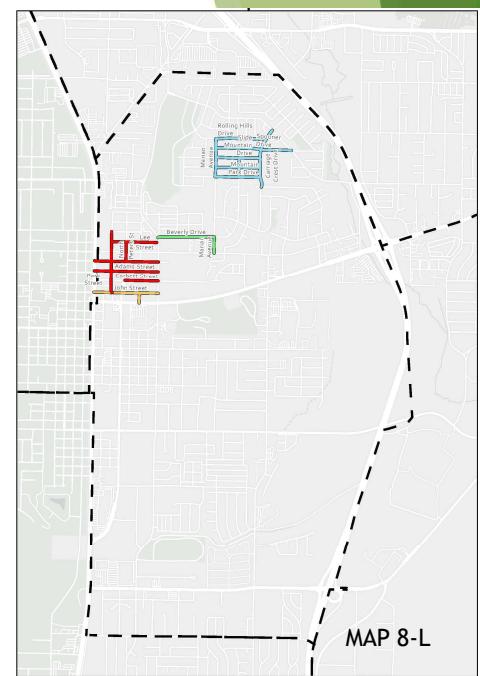
## FY 25 Local Road Budget - Theoretical

Available Funding	
Fund	FY 2025
Sales Tax	\$ 4,500,000
SGST	\$ 2,500,000
<b>Total</b>	<b>\$ 7,000,000</b>
80% for Reconstruction	\$ 5,600,000.0

17

## District 2 Local Project Selection

Project Name	Treatment	Estimated Cost
Adams / Park Project	Preservation	\$ 1,370,000
Beverly Drive Project	Rehabilitation	\$ 1,230,000
John Street Project	Rehabilitation	\$ 1,540,000
Carriage Crest Project - Reduced	Rehabilitation	\$ 3,400,000
	<b>Total</b>	<b>\$ 7,540,000</b>
<b>Alternative</b>		
Adams / Park Project	Preservation	\$ 1,370,000
Beverly Drive Project	Rehabilitation	\$ 1,230,000
John Street Project	Rehabilitation	\$ 1,540,000
California Street Project	Rehabilitation	\$ 1,100,000
Belmont Avenue Project	Rehabilitation	\$ 1,560,000
	<b>Total</b>	<b>\$ 6,800,000</b>



18

## Next Steps

- ▶ Finalize Scope of work
  - ▶ Roadway and Utilities
- ▶ Finalize cost estimates to include full utility scope
- ▶ Setup project
- ▶ Schedule
  - ▶ Begin design - Fall 2024
  - ▶ Construct preservation projects - 2025
  - ▶ Construct rehabilitation projects - 2026 through 2027.

## **Carson City Pavement Management Plan Project Prioritization Procedure**

Carson City's Pavement Management Plan (PMP) is a policy that provides a broad strategy and process by which street and roadway capital projects are identified and prioritized for funding. The PMP outlines a four-step prioritization process that includes data collection, pre-screening, analysis, and selection. The PMP also outlines the categories for selecting a pavement treatment type using the Pavement Condition Index (PCI). To implement the project prioritization process of the PMP, the following steps detail the procedure that staff use to identify and prioritize projects. For additional information and definition of terms, please refer to the current version of the PMP.

### Identification and Selection Steps:

- 1) Performance District: [\(MAP 1\)](#)
  - a. Staff select the Performance District per the Five-Year Capital Improvement Cycle in accordance with the PMP.
    - i. Ex. Performance District 2 is scheduled for Fiscal year (FY) 2025.
- 2) Data Collection:
  - a. Complete a pavement evaluation and inspection.
    - i. Staff collect the selected Performance District PCI data from PAVER for all roads within the Performance District.
    - ii. Staff verify the PCI using various means including spot check field inspections, photos, and professional engineering judgement.
  - b. The PCI data is entered into the GIS system, which allows for the analysis and mapping of pavement conditions throughout the city.
- 3) Pavement Treatment Type: [\(MAP 2\)](#)
  - a. Assess the pavement condition and evaluate possible pavement treatment types by road. Pavement condition is evaluated based on the PCI rating, which indicates the relative condition of the roadway. The City uses the following PCI ranges to categorize the relative condition of a roadway when selecting treatment types.
    - i. Surface Preservation – PCI of 65 or greater
    - ii. Surface Rehabilitation (Minor) – PCI between 51 and 65
    - iii. Surface Rehabilitation (Major) – PCI between 41 and 50
    - iv. Reconstruction – PCI less than or equal to 40
- 4) Work History: [\(MAP 3\)](#)
  - a. Remove road segments with active, City lead pavement projects.
  - b. Complete an assessment of Work History. Work History is the identification of past work or past projects completed a road segments.
    - i. Remove all roads where pavement was constructed or reconstructed within the last 5-years.
- 5) Identify Ideal and At-Risk Roads: [\(MAP 4\)](#)

As roads deteriorate over time, the cost for pavement treatment increases (i.e., the cost for rehabilitation is greater than the cost for preservation, and the cost for reconstruction is greater than the cost for rehabilitation). This step identifies the road segments that are, 1) ideal to receive a pavement treatment, or 2) are "At-Risk" and likely to deteriorate to a more costly pavement treatment before the next PMP 5-year cycle. Ideal roads are

Data Collection

Pre-Screening

those that with a surface preservation, the life of the road pavement will be extended for many years. At-Risk roads are roads that without a pavement treatment in the next couple of years they will deteriorate to a more costly pavement treatment. At-Risk example: a road with a PCI of 67 in 2025 is projected to be a PCI of 60 in 2027. This means that if surface preservation is not performed in 2025, it will no longer be eligible to receive surface preservation during the next cycle.

- a. Identify and/or map all Ideal and At-Risk roads using projections provided by PAVER for different pavement treatment types.
- 6) Functional Classification: [\(MAP 5\)](#)  
All roads in Carson City are classified as Local, Collector or Arterial. Staff split these three into two categories, Local and Regional (collector/arterial).
  - a. Identify and separate Local Roads and Regional Roads to create two data sets.
- 7) Proximity and Length: [\(MAP 6\)](#)  
The City's roadway network is broken into hundreds of roadway segments for analysis in PAVER. These segments are generally about one block in length. It is impractical and expensive to design and construct projects consisting of only one isolated road segment. This step removes individual, isolated, and short road segments. These segments may be reincorporated as part of Step 9.
  - a. Remove road segment(s) that are:
    - i. short (generally less than 1000 feet),
    - ii. Not located along the same street,
    - iii. Not located near or adjacent to another road segments by more than 2-3 City blocks.
  - b. Consider grouping shorter segments in proximity to each other to create a larger project for prioritization.
- 8) Detailed Data Analysis:  
The Data Analysis step consists of a detailed data driven process to assist in the prioritization of the various remaining roadway segments. This step is composed of three components based on functional classification as there is generally more data available for Regional Roads. Projects are ranked by functional classification and by pavement treatment type using a variety of data sources including the City's GIS database and assets, coordination with other divisions, and a review of available funding. The three components are:
  - 8a - Common Factors for all roads
  - 8b - Regional Roads
  - 8c - Local Roads
  - a. Review and prioritize the road segments using the factors listed.
- 8a) Common Factors:
  - Safety – Complete an assessment of the number of crashes, by severity, along a given segment of road. Prioritize project segments with higher number and more severe crashes.
  - Transit services – Prioritize segments located on a transit route to reduce maintenance costs and ensure an efficient service.
  - Land-Use and Community – Review the surrounding zoning and land-use as well as community destinations, economic activity, and government facilities. Prioritize segments near higher density development types, or those that provide access to

- community destinations (grocery stores, parks and recreation sites, schools, medical facilities, activity centers, etc.) and government facilities (police, fire, health, general services, etc.).
- Utility Coordination “Dig Once” – Prioritize segments that include needed utility infrastructure improvements in addition to pavement treatments.
- Available funding sources – Consider availability of other funding the project has received or is eligible to receive along with the complexity of using those funds. Prioritize projects that have established funding or can easily receive funding.
  - i. Local funds
  - ii. Federal funds (CDBG, STBG, FTA, HSIP, Earmarks)
  - iii. Utility funds (Water, sewer, stormwater)
  - iv. Development contribution (Pro-rata)
  - v. Misc. commitments
- Right-of-way considerations – Consider the existing right-of-way ownership status and any potential need. Prioritize projects with established right-of-way or small/simple acquisition.
- Misc. Input – Consider input received from other City departments or state agencies included existing and identified needs and pending projects. Prioritize Segments that can address multiple needs or issues.

8b) Regional Road Specific Factors:

- Traffic Volumes / Traffic Operations – Review the road’s use and operational characteristics including volumes, travel time and overall operations. Prioritize segments with higher volumes of higher functional classification as well as those with poorer traffic operations.
- Multimodal Accessibility and Regional Planning – Complete a review of regional planning studies and other complete streets elements that identify and promote enhanced access for alternative modes of transportation and that provide new opportunities to connect multiple modes of transportation. Prioritize segments with existing or planned elements and those that provide increased accessibility to the transportation network for all users.

8c) Local Road Specific Factors:

- PCI – Prioritize the segments with the worst 10% of PCI by Performance District.
- Connectivity – Review the road segment connectivity in an area including connections to collectors and arterials. Prioritize roads that are through streets or serve as key neighborhood connections with intersections to multiple other roads in the area.
- ADA Accessibility – Review existing ADA infrastructure and existing barriers consistent with the approved ADA transition Plan. Prioritize projects where ADA accessibility is good (or not existing) or projects where ADA barriers can be eliminated with required curb, gutter, and sidewalk replacements.
- Regional planning and studies – Prioritize projects where the project or a component of the project is identified as part of a regional planning document.

b. Develop a list of prioritized segments.

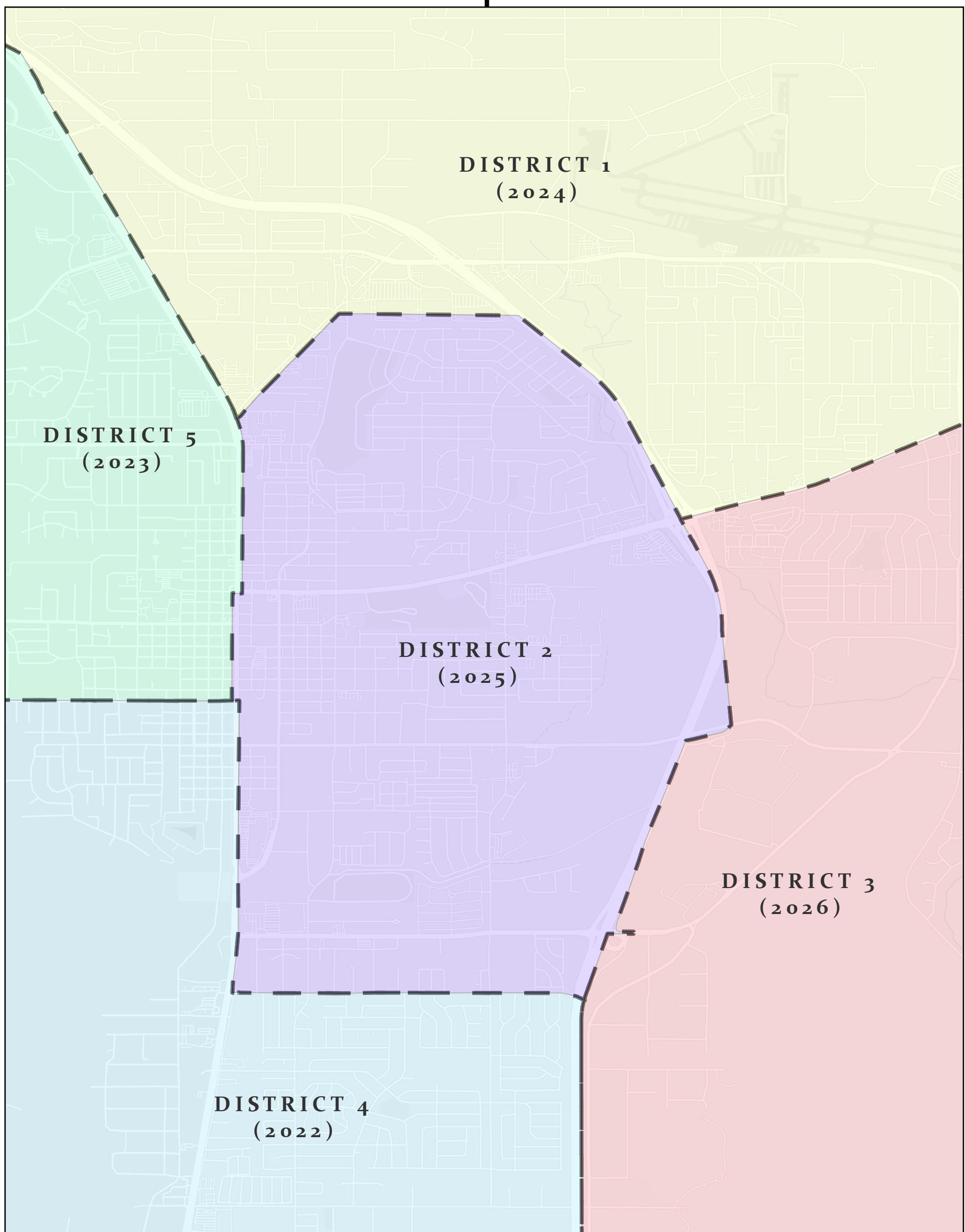
9) Project Creation and Selection: [\(MAP 7 and MAP 8\)](#)

Upon identification of a list of prioritized segments, the final step is to group the segments into logical projects, develop cost estimates, and apply the available funding. This is an iterative process and may include re-visiting steps above to ensure all available funding is distributed.

- a. Grouping of Projects— Combine prioritized segments with other nearby segments, including those segments previously removed to create defined projects. Review and consider combining Local and Regional Road projects.
- b. Constructability - To capitalize on opportunities for construction cost savings, large projects of similar pavement treatment that occur within a consolidated geographic area (portion of a Performance District) are likely to be recommended over smaller dispersed projects across the City. This approach reduces mobilization costs and capitalizes on economies of scale.
- c. Cost of implementation— Develop cost estimates for the projects considering the costs for pavement as well as any required upgrades for ADA facilities, replacement of curb, gutter, sidewalk, and utility replacements/upgrades.
- d. Apply funding to projects and adjust project combinations or limits as required to ensure the maximum amount of funding can be spent. Assumptions:
  - i. Regional Roads:
    1. Gas Tax / Diesel Tax, and other existing RTC funding is applied to Regional Roads.
    2. A minimum of 80% of available funding shall go toward regional projects through the Performance District process. Remaining funding may be used for grant match and misc. city-wide improvements (safety projects).
    3. Keep the good roads good equating to a ratio of about 50% to preservation and 50% to rehabilitation/reconstruction.
    4. Funding for Regional Roads is not to be used for the repair (crack sealing, patching of potholes), or restriping of regional roads unless part of a larger project.
  - ii. Local Roads:
    1. New Sales Tax and SGST is applied only to Local Roads.
    2. Because of the overall poor condition of local roads, target a ratio of 20% of funding to preservation, and 80% of funding to rehabilitation/reconstruction.
    3. Set aside \$50,000 of funding for the City's Street Operations Division as part of their standard preventative maintenance process for Local Roads.

# Map 1

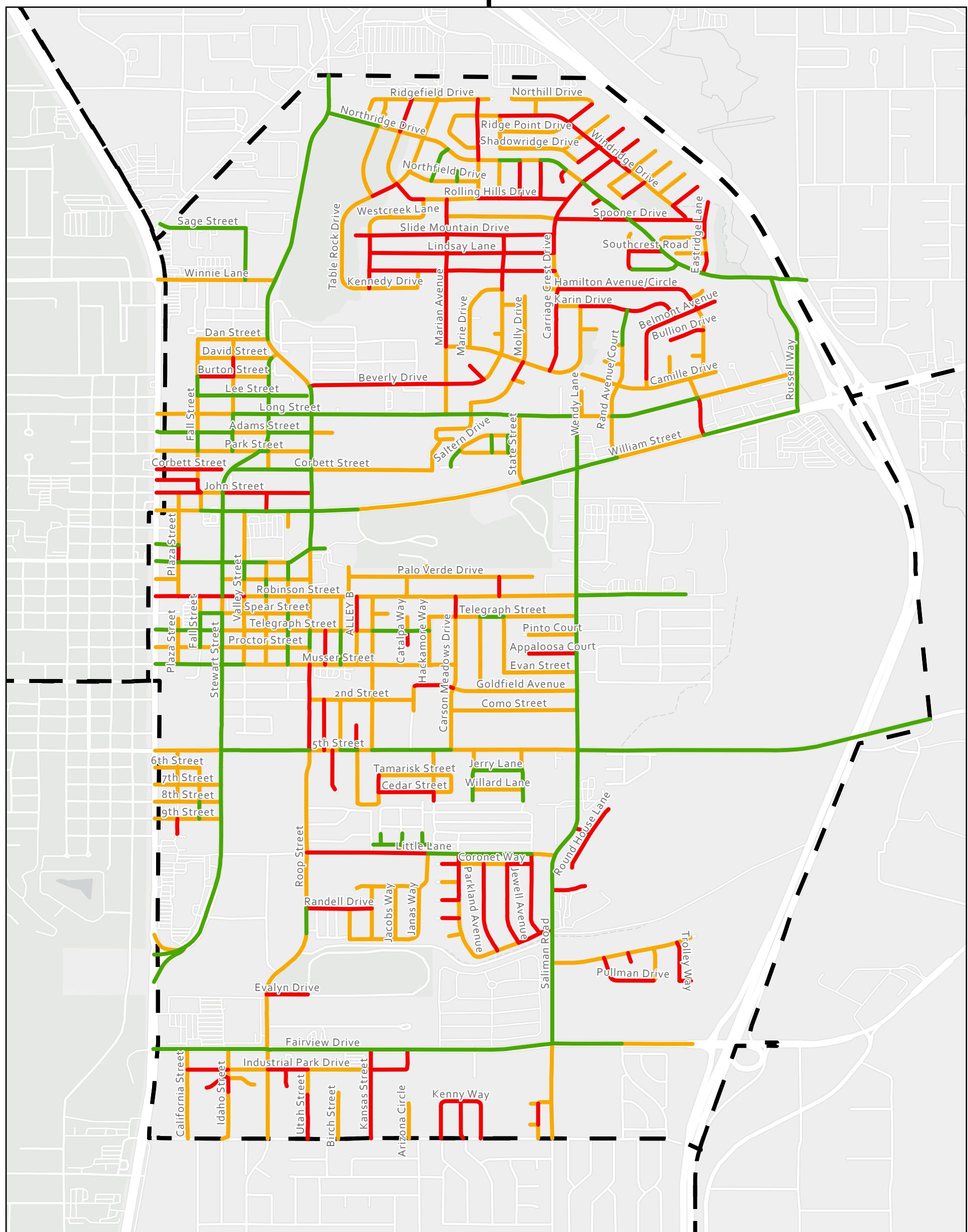
5A\_RTC\_Exhibit 3 - District Maps



## Step 1: Carson City Performance Districts



# Map 2

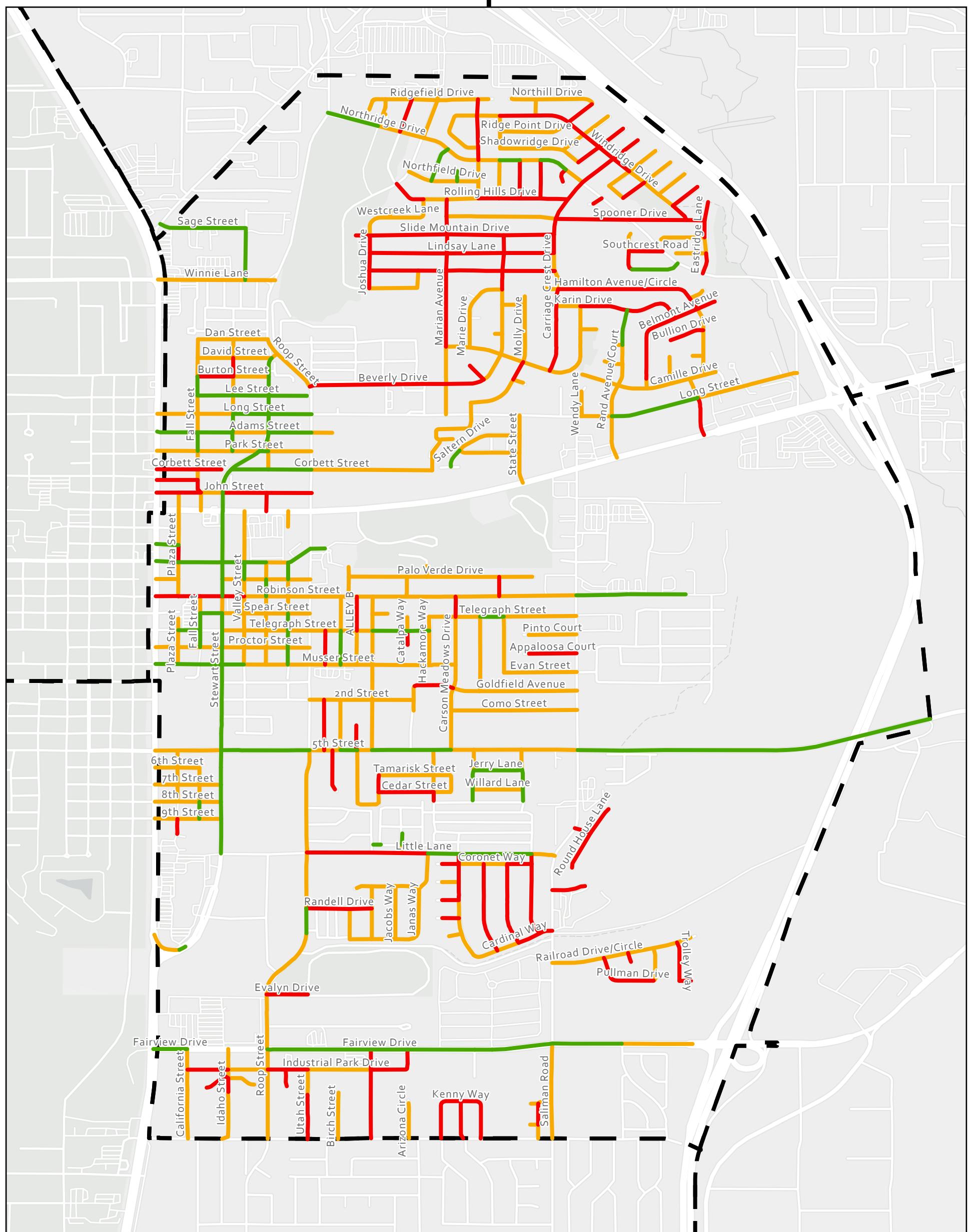


## Step 3: District 2 Pavement Treatment Type

- Preservation
- Rehabilitation
- Reconstruction



# Map 3

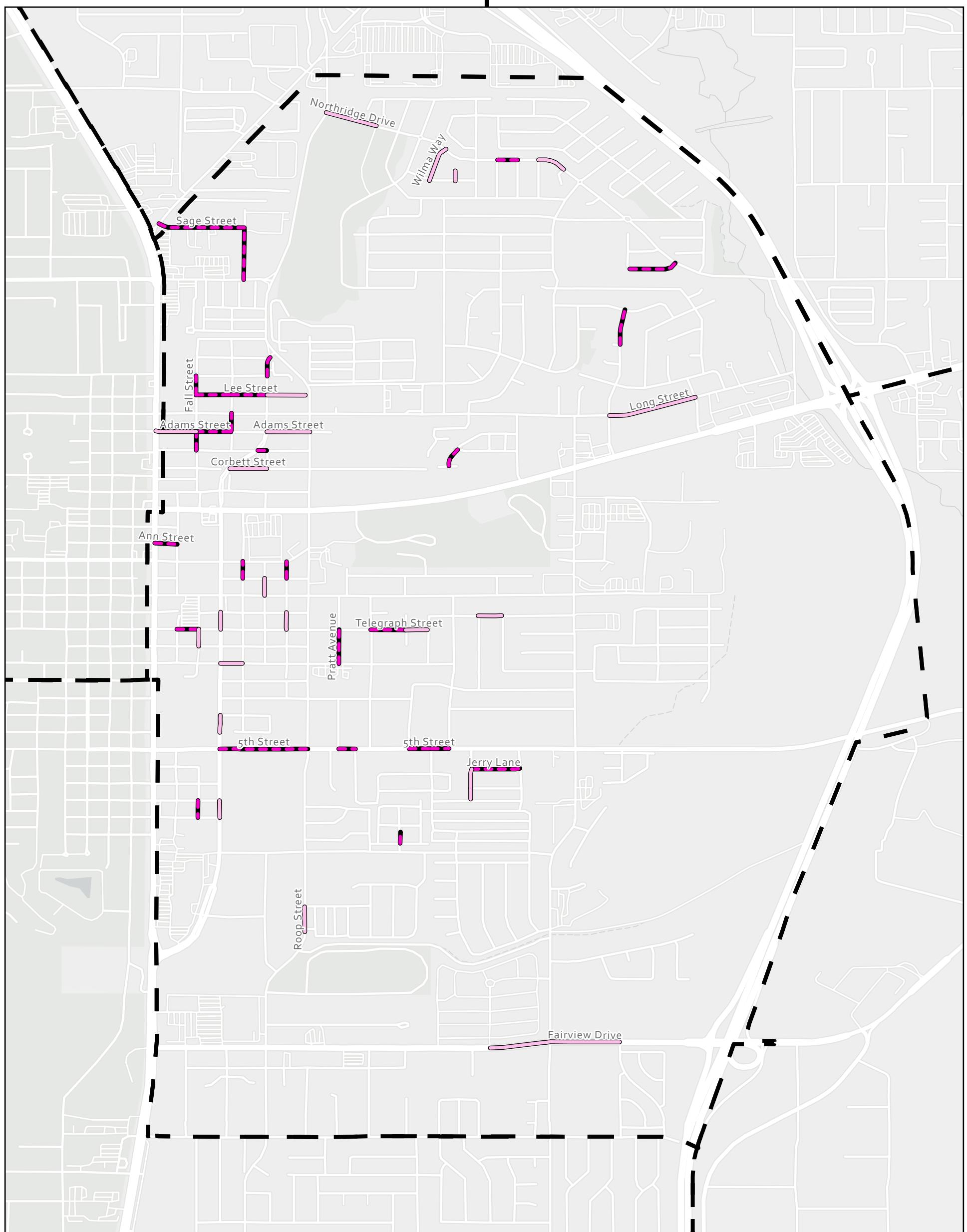


## Step 4: District 2 Pavement Treatment Type minus Active Projects minus Work History

- Preservation
- Reconstruction
- Rehabilitation



# Map 4-P



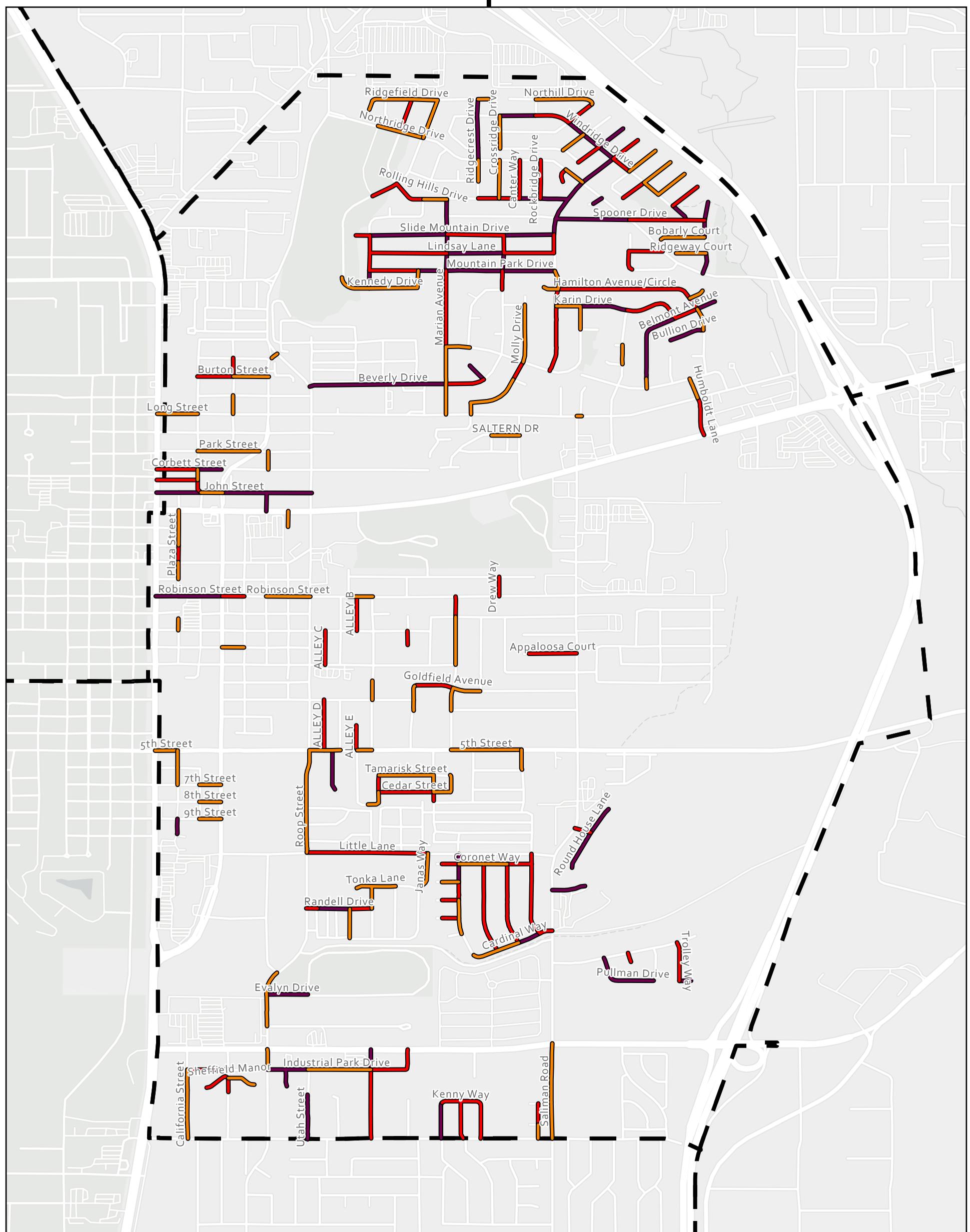
## Step 5: District 2 Preservation/Slurry Treatment, At Risk

- Critical Slurry
- Potential Slurry w/ Patching
- Ideal



\*Ideal roads did not meet criteria from step 4\*

# Map 4-C

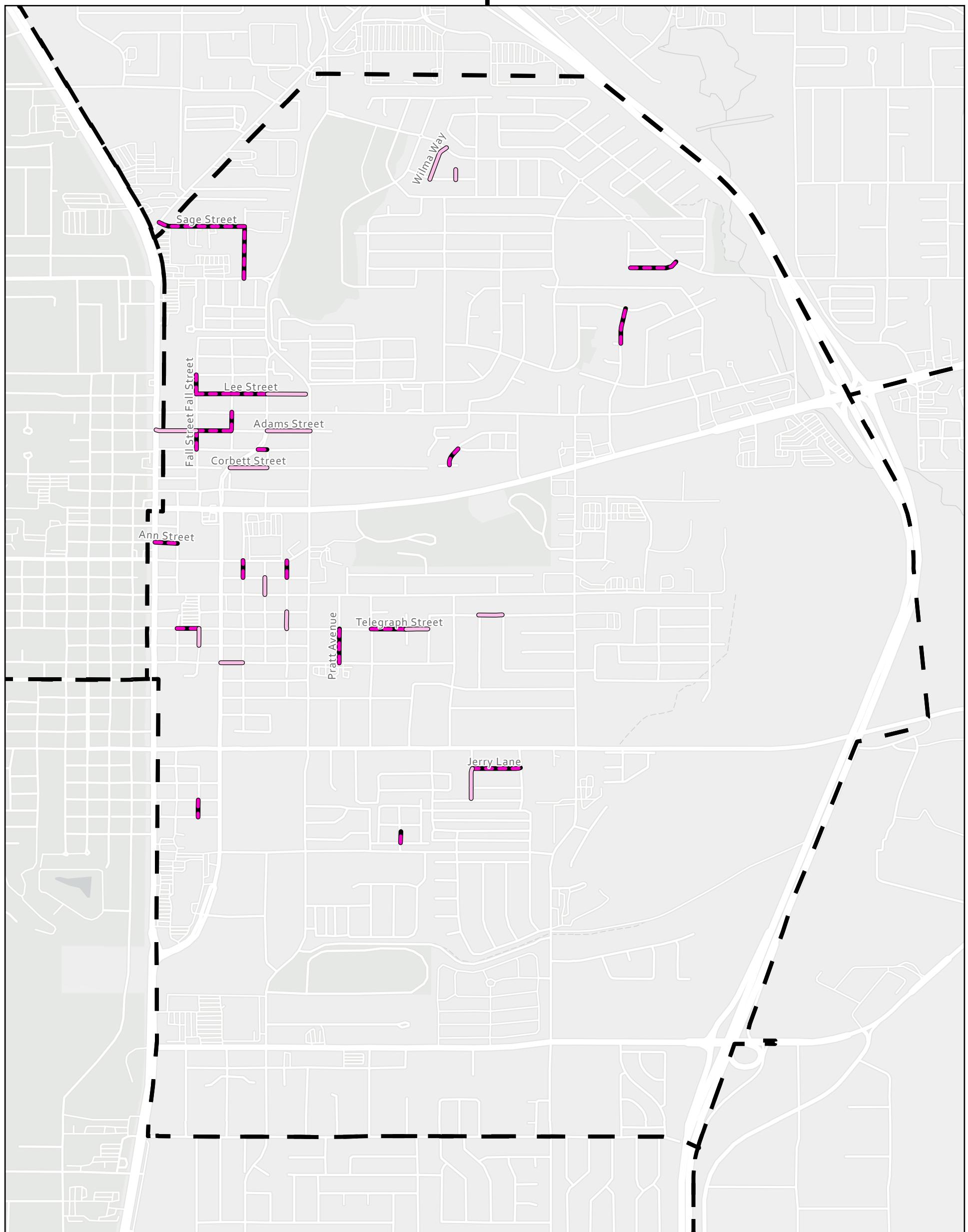


## Step 5: District 2 Rehabilitation and Reconstruction, At Risk

- Critical Cape Seal
- Critical Mill and Overlay
- Reconstruction Candidate
- Reconstruction of the Worst 10%



# Map 5-PL

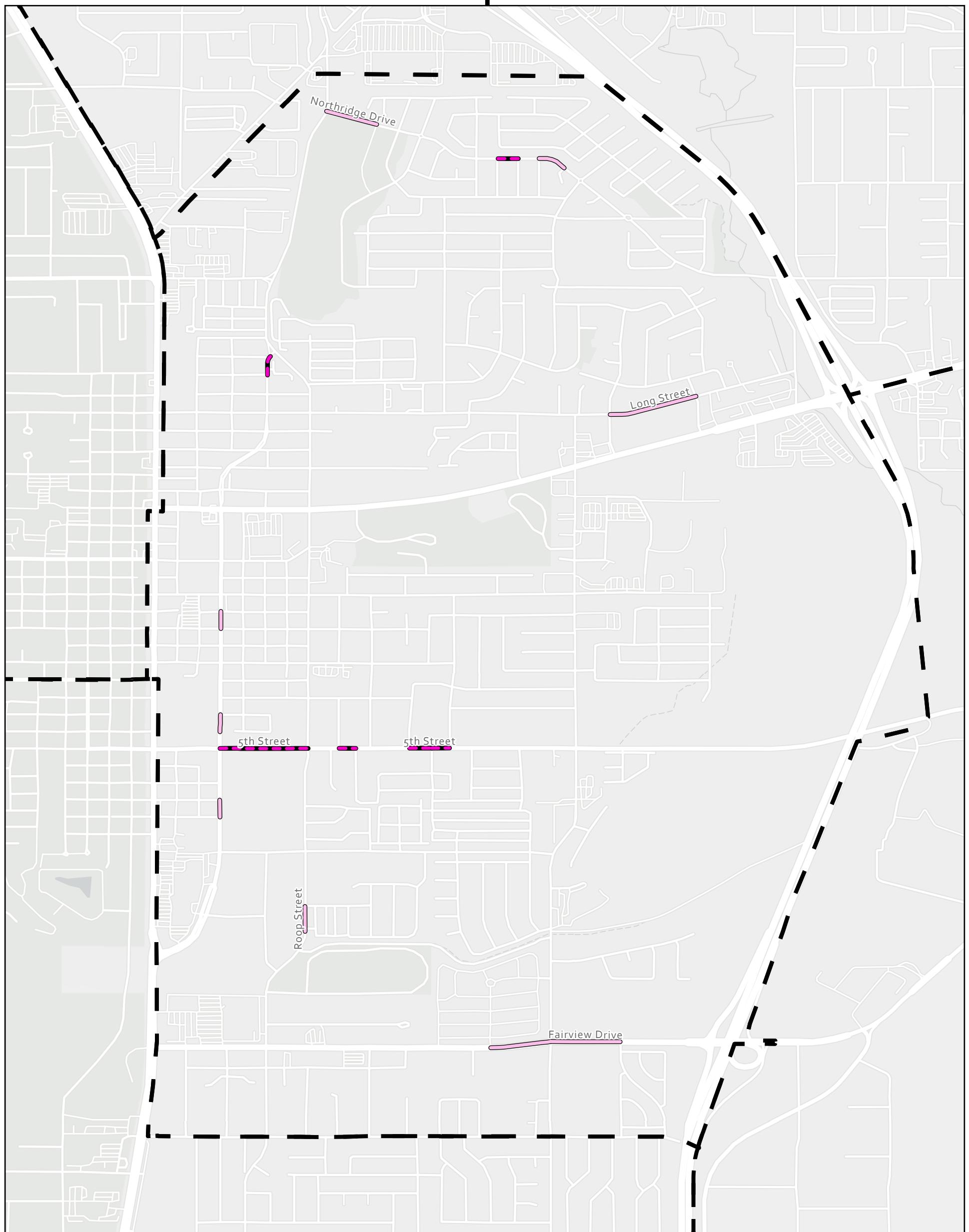


## Step 6: District 2 Preservation/Slurry Treatment, At Risk, Local Roads

- Critical Slurry
- Potential Slurry w/ Patching



# Map 5-PR

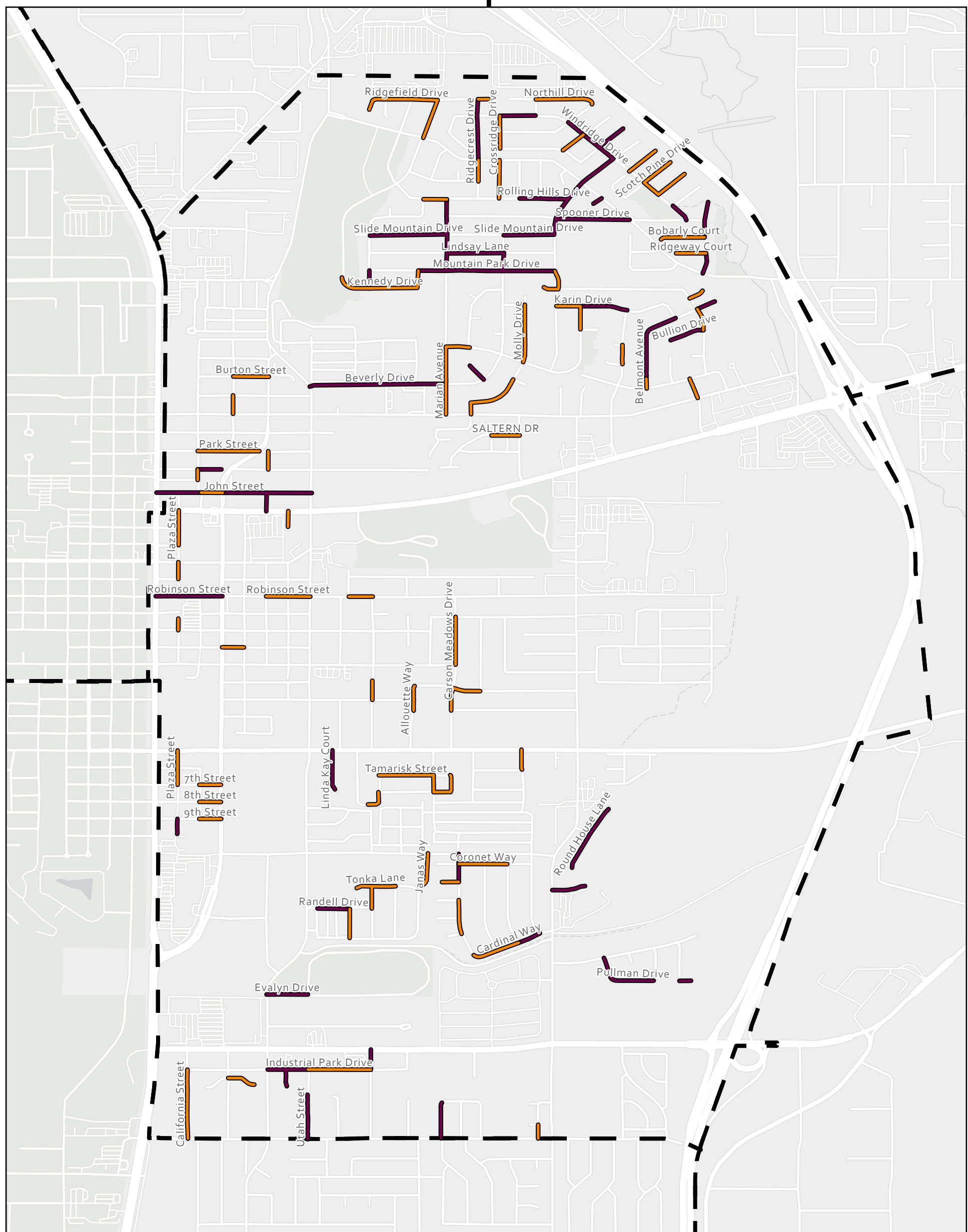


## Step 6: District 2 Preservation/Slurry Treatment, At Risk, Regional Roads

- Critical Slurry
- Potential Slurry w/ Patching



# Map 5-CL

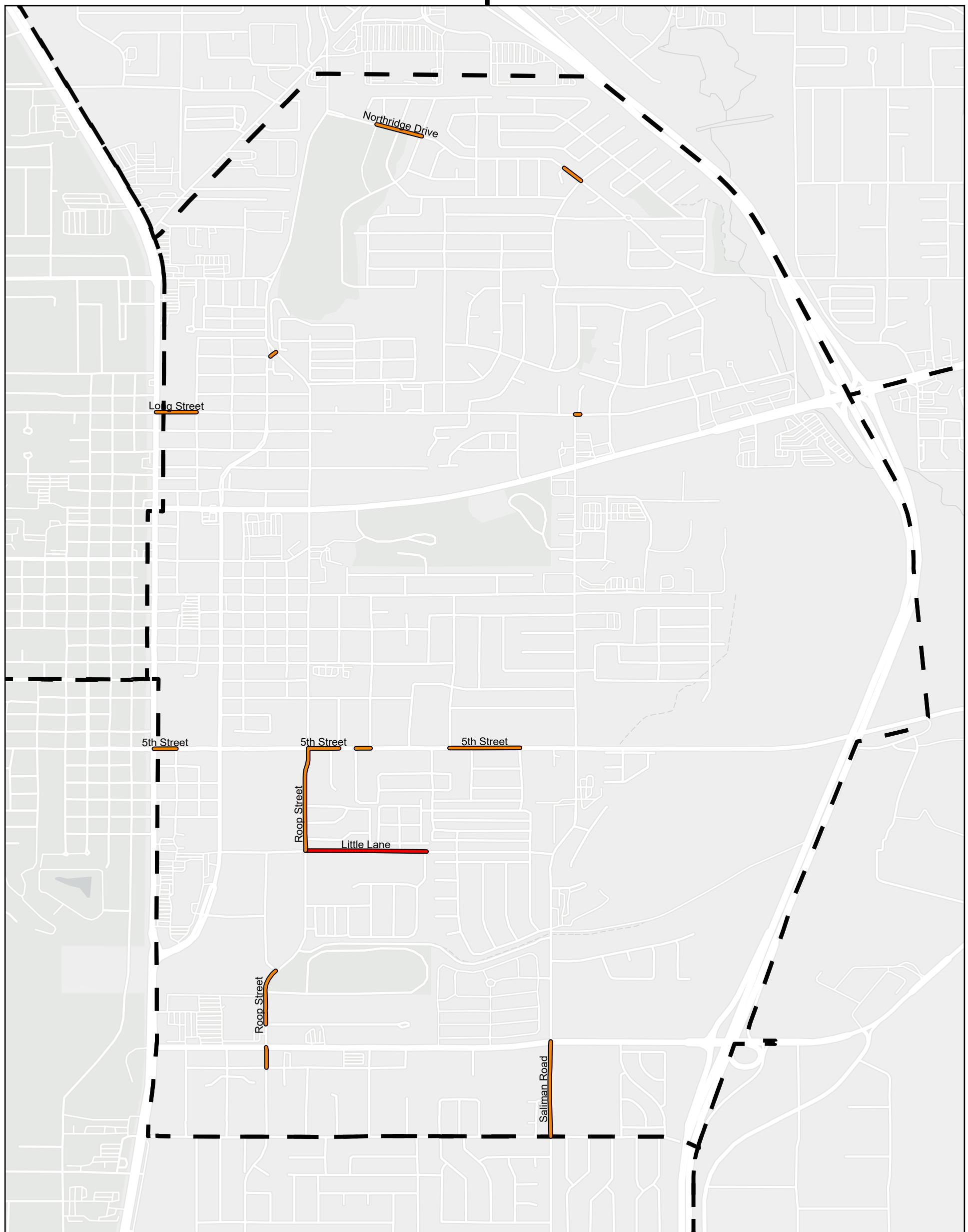


## Step 6: District 2 Rehabilitation and Reconstruction, At Risk, Local Roads

- Orange Critical Cape Seal
- Purple Reconstruction of the Worst 10%



# Map 5-CR

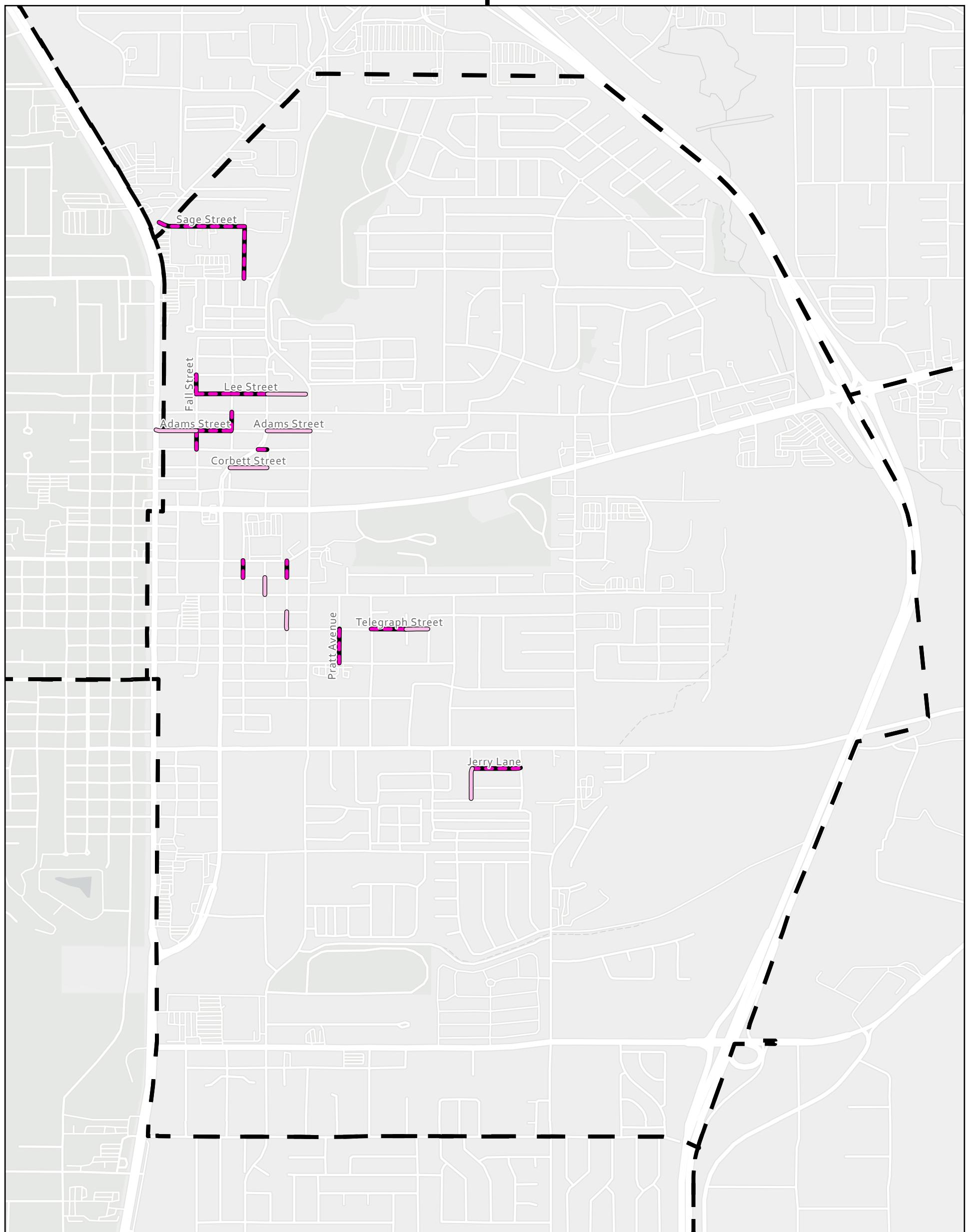


## Step 6: District 2 Rehabilitation and Reconstruction, At Risk, Regional Roads

- Critical Mill and Overlay
- Reconstruction Candidate



# Map 6-PL

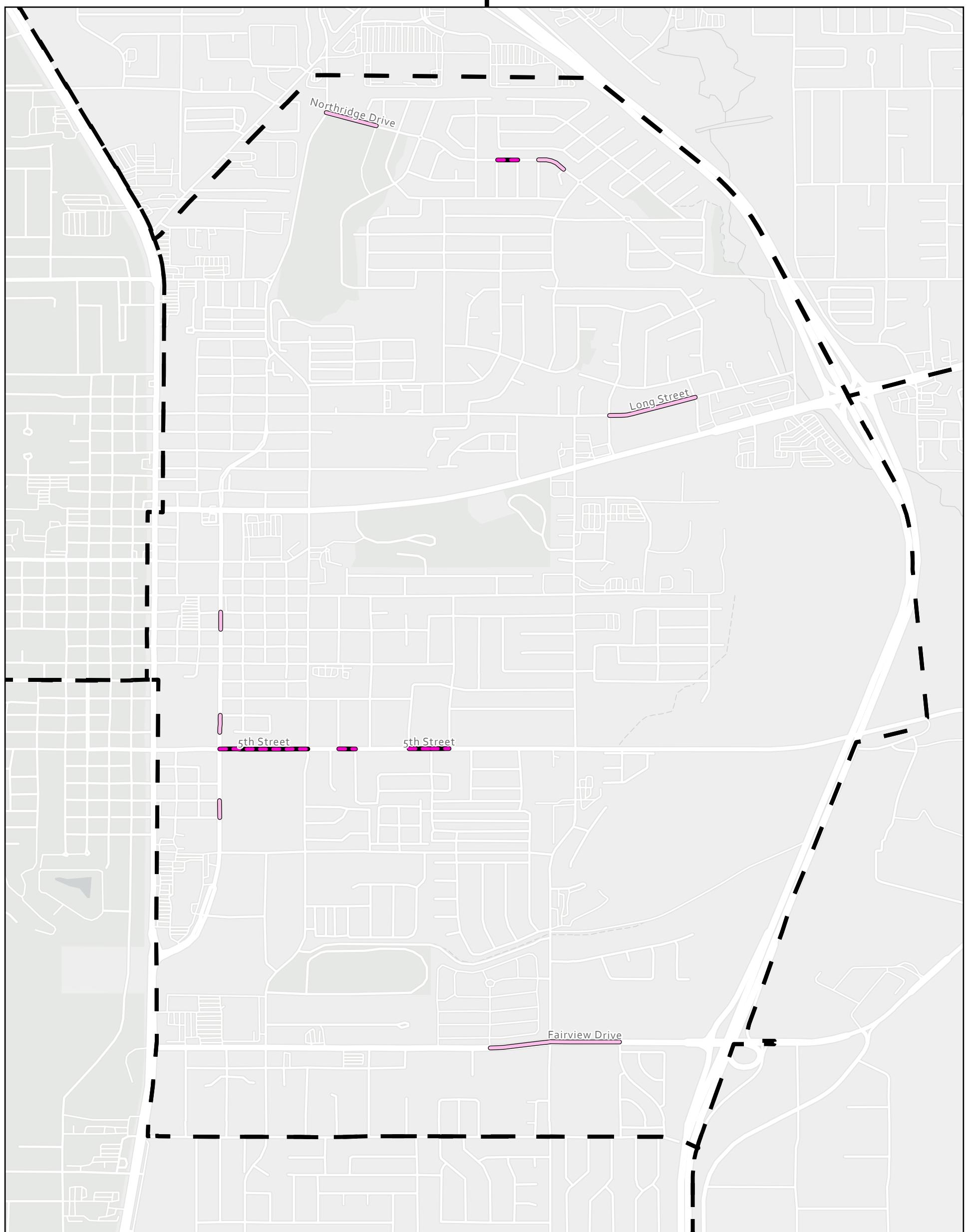


## Step 7: District 2 Preservation/Slurry Treatment, Proximity and Length, Local Roads

- Critical Slurry
- Potential Slurry w/ Patching



# Map 6-PR

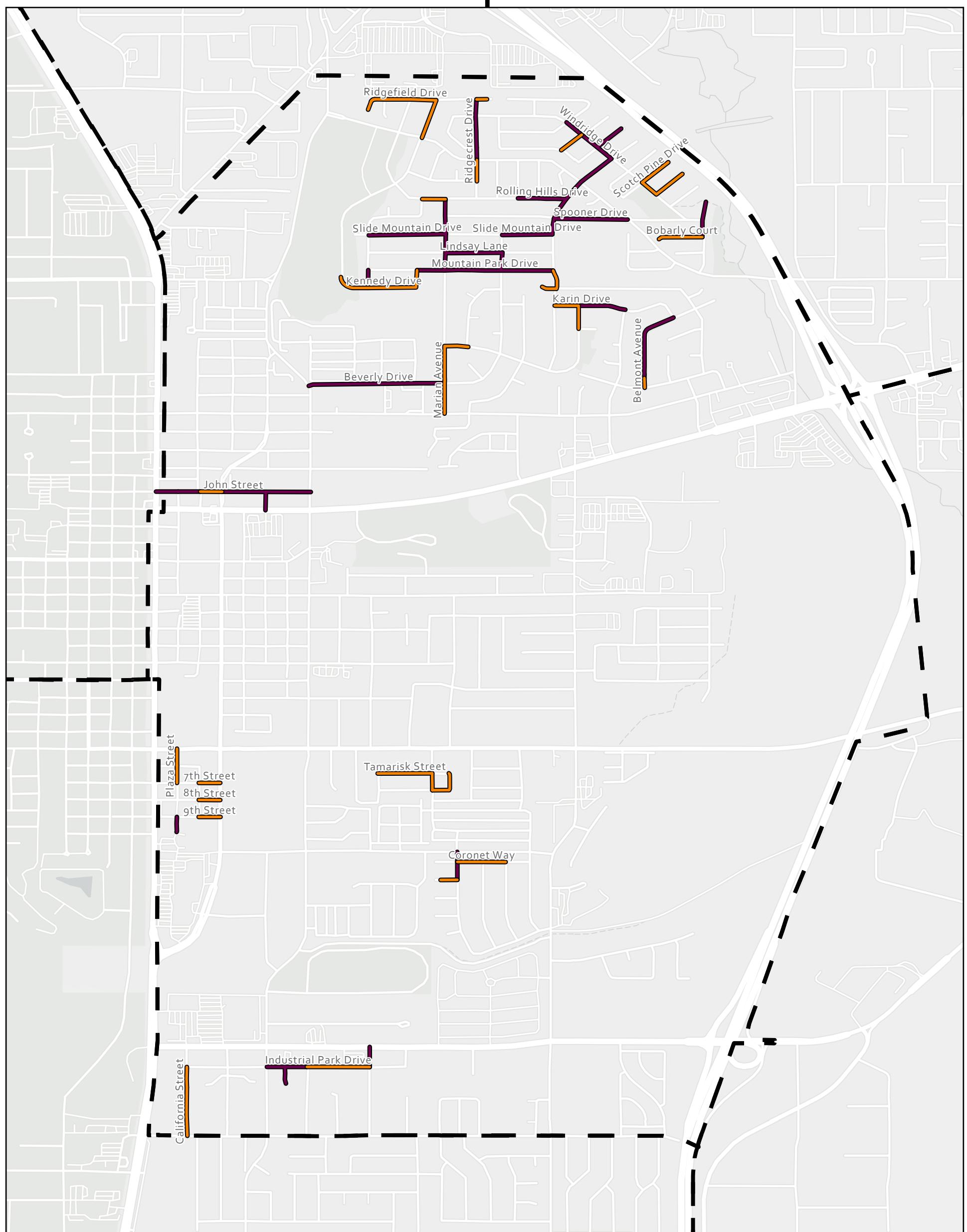


## Step 7: District 2 Preservation/Slurry Treatment, Proximity and Length, Regional Roads

- Critical Slurry
- Potential Slurry w/ Patching



# Map 6-CL

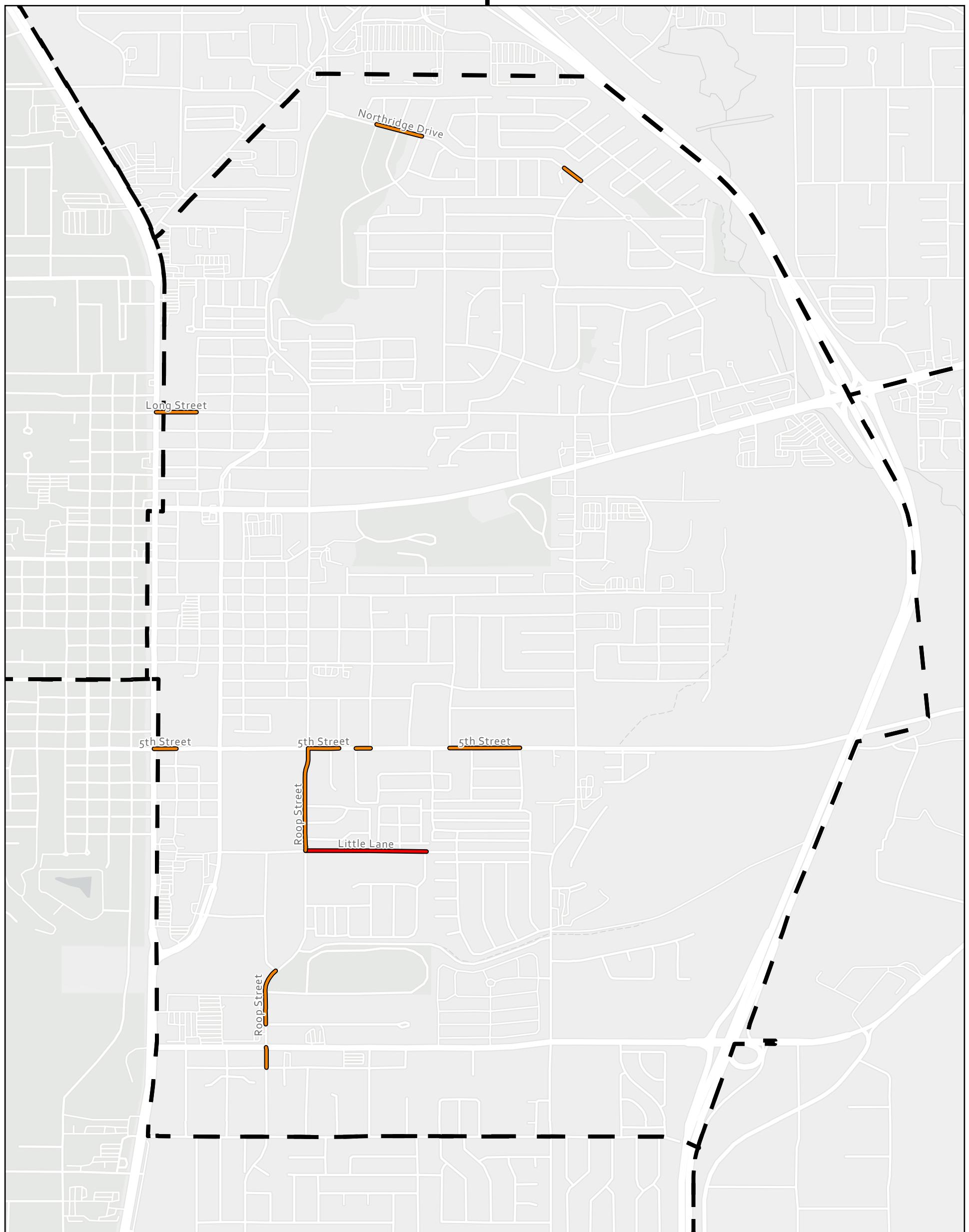


## Step 7: District 2 Rehabilitation and Reconstruction, Proximity and Length, Local Roads

- Orange line: Critical Cape Seal
- Purple line: Reconstruction of the Worst 10%



# Map 6-CR

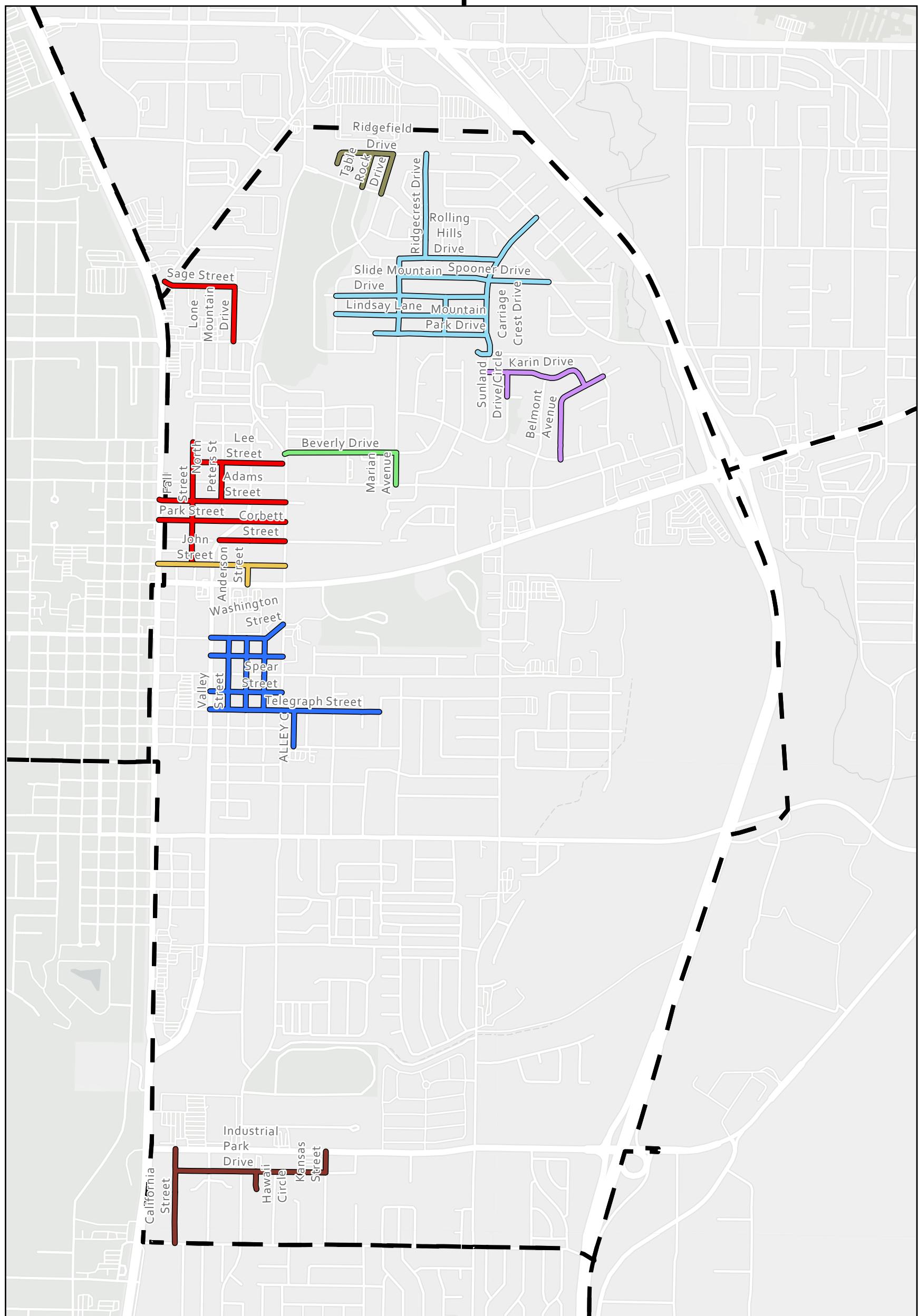


## Step 7: District 2 Rehabilitation and Reconstruction, Proximity and Length, Regional Roads

- Critical Mill and Overlay
- Reconstruction Candidate



# Map 7-L

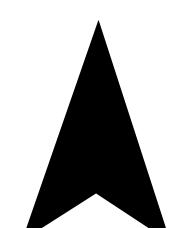


## Step 9: District 2 Potential Projects, Local Roads

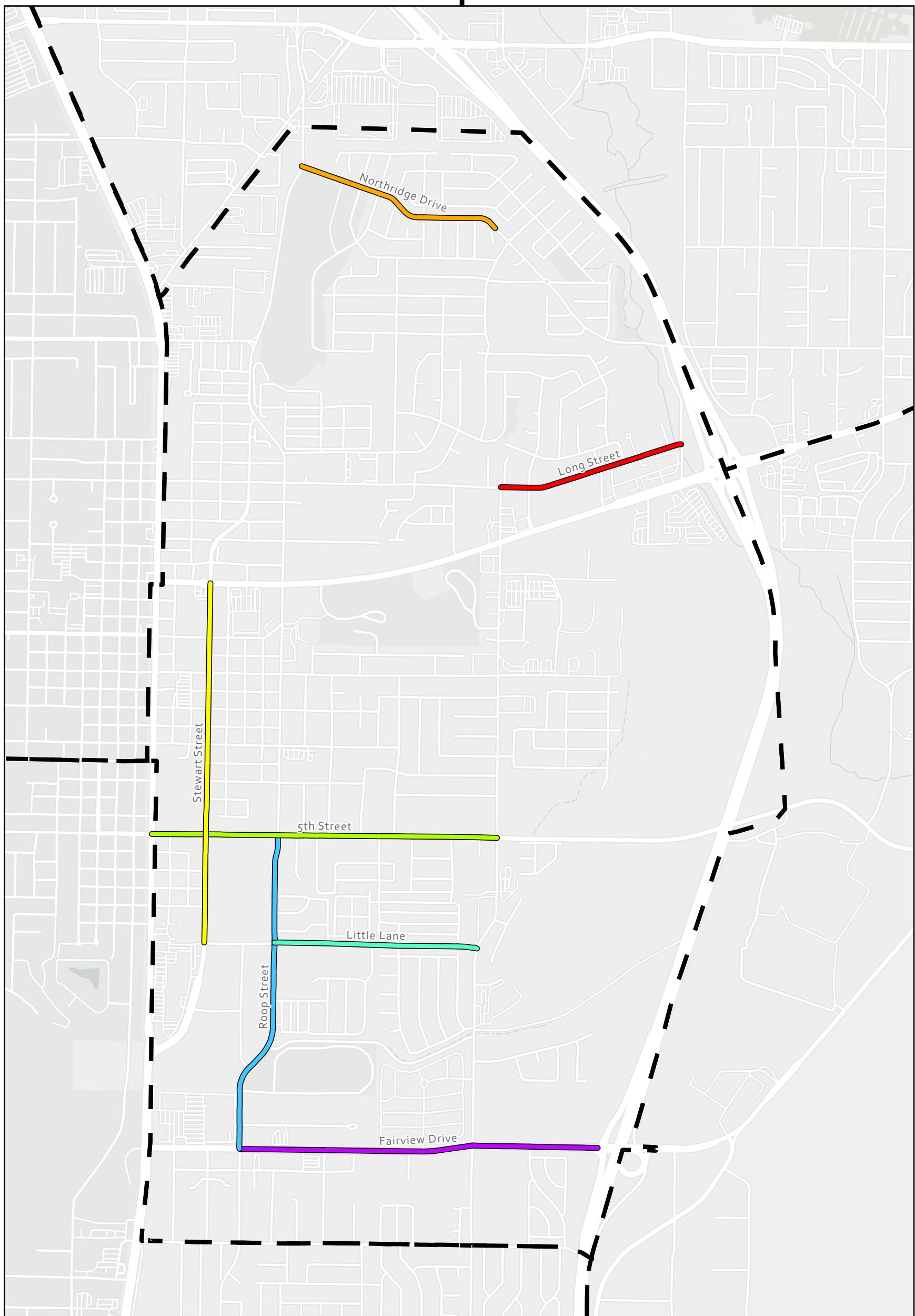
### Project Names

Belmont Ave Reconstruction Project	Carriage Crest Reconstruction Project	Table Rock Rehabilitation Project
Beverly Dr Reconstruction Project	John St Reconstruction Project	Washington/Telegraph/Valley Preservation Project
California St Reconstruction Project	Lone Mtn./Adams/Fall Preservation Project	

N



# Map 7-R

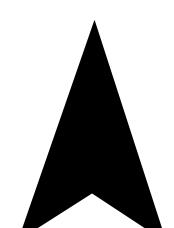


## Step 9: District 2 Potential Projects, Regional Roads

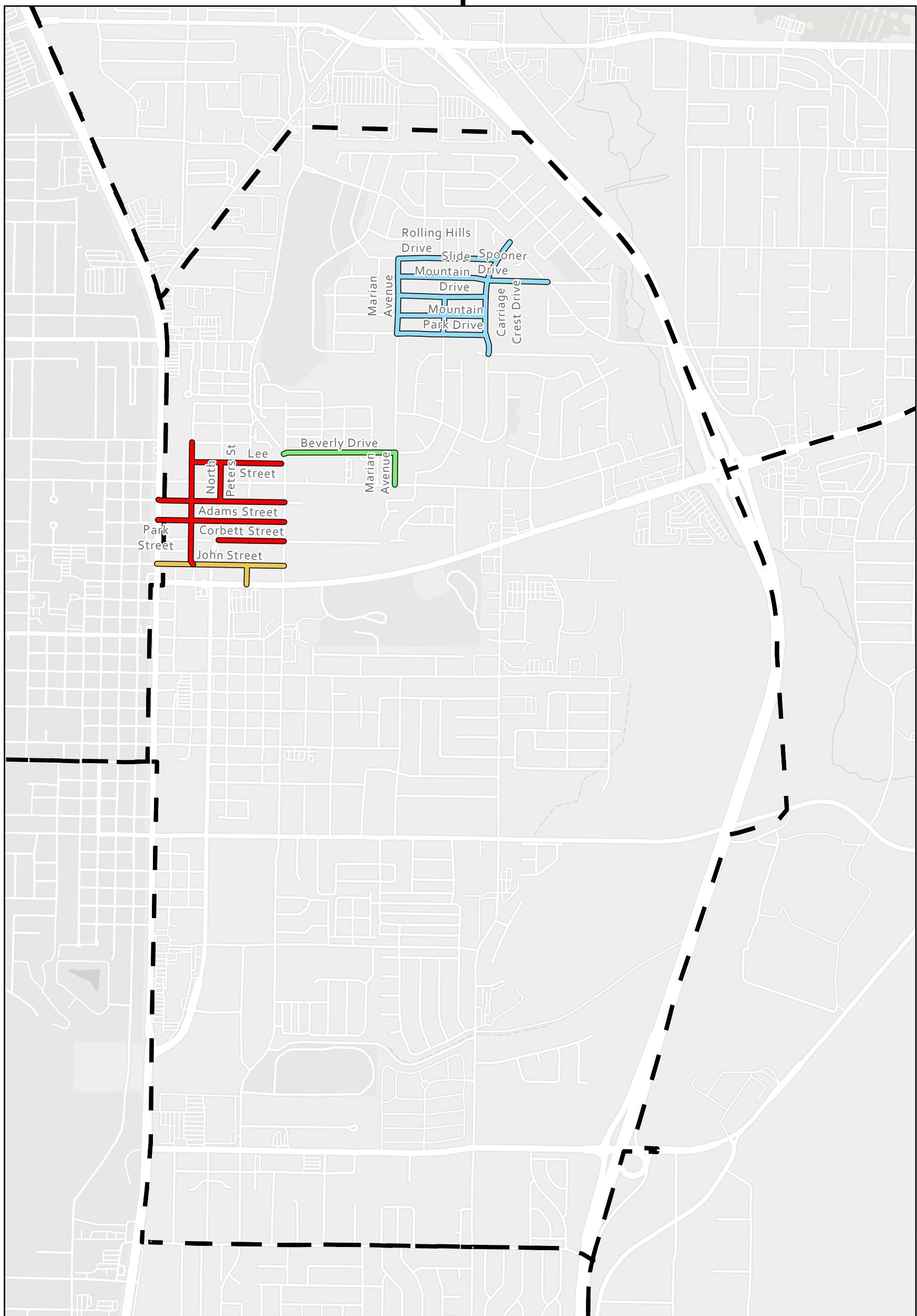
### Project Names

Fairview Drive Pavement Preservation Project	Fifth Street Pavement Rehabilitation Project	Northridge Drive Pavement Rehabilitation Project
Roop Street Pavement Rehabilitation Project	Stewart Street Pavement Preservation Project	
Little Lane Pavement Rehabilitation Project	Long Street Pavement Preservation Project	

N



# Map 8-L

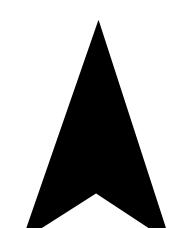


## Step 9: Recommended District 2 Projects - Local Roads

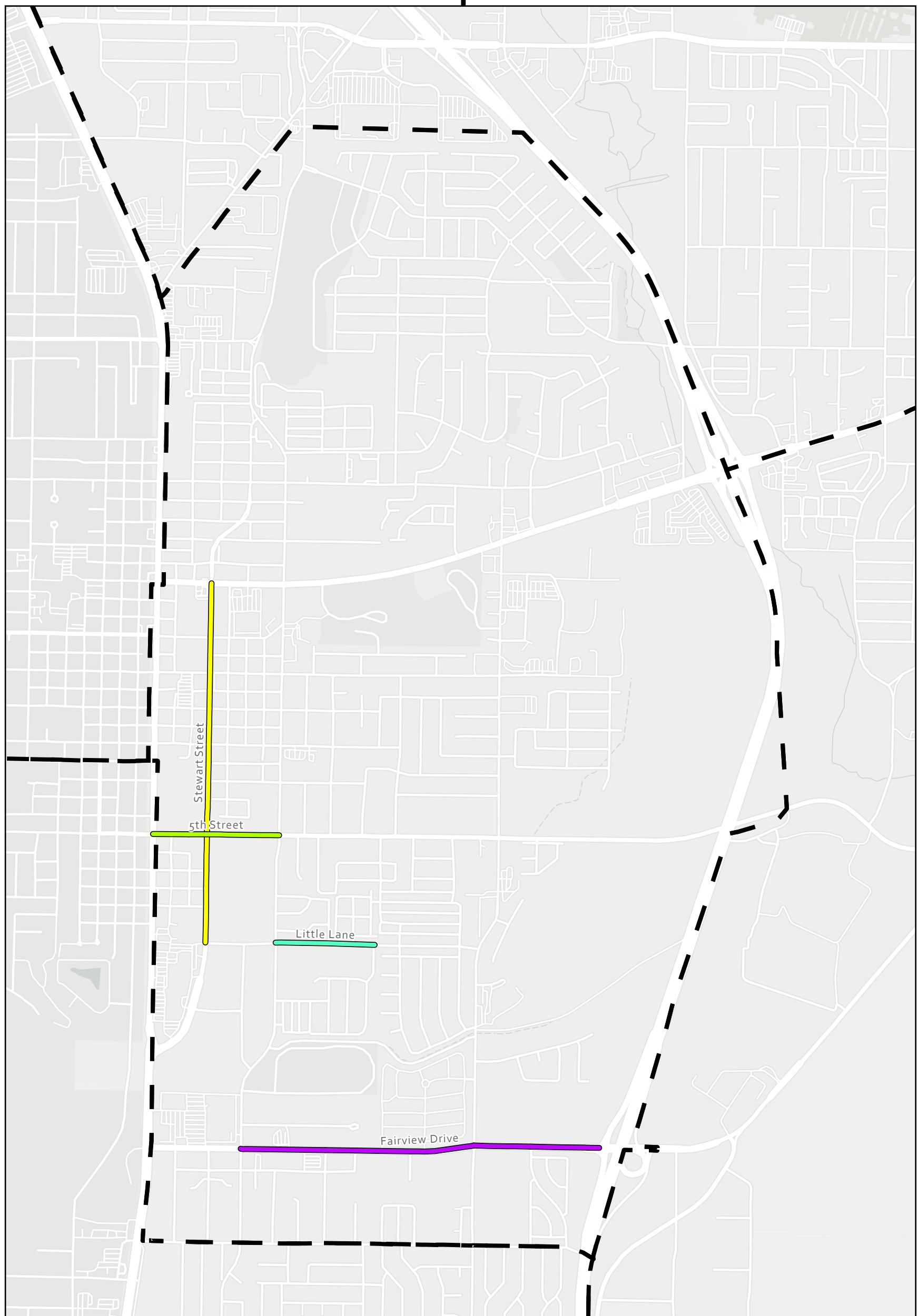
### Project Names

- Lone Mtn./Adams/Fall Preservation Project
- Beverly Dr Reconstruction Project
- John St Reconstruction Project
- Carriage Crest Reconstruction Project

N



# Map 8-R



## Step 9: Recommended District 2 Projects - Regional Roads

### Project Names

Fairview Drive  
Pavement Preservation Project

Stewart Street  
Pavement Preservation Project

Fifth Street Pavement  
Rehabilitation Project

Little Lane Pavement  
Rehabilitation Project



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## STAFF REPORT

**Report To:**

Regional Transportation  
Commission

**Meeting Date:**

June 12, 2024

**Staff Contact:**

Casey Sylvester, Transportation/Traffic Engineer

**Agenda Title:**

For Possible Action – Discussion and possible action regarding (1) ratifying the submission of a Letter of Intent (“LOI”) from the Carson City Regional Transportation Commission (“RTC”) to Carson City seeking a Community Development Block Grant (“CDBG”) of \$124,146 for sidewalk, Americans with Disabilities Act (“ADA”), and other improvements along select portions of Carmine Street, and (2) authorization for the Transportation Manager to execute a CDBG application and, if the grant is awarded, the CDBG agreement, as well as any future amendments to the CDBG agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: Staff seeks the RTC’s ratification of a CDBG LOI submitted to Carson City for the fiscal year (“FY”) 2024-2025 grant cycle in the amount of \$124,146 to replace existing and/or construct new ADA compliant pedestrian curb ramps, replace substandard sidewalks, enhance crosswalk safety at intersections, and reconstruct roadway pavement and drainage infrastructure (including residential driveway aprons connecting to sidewalks), as needed, along portions of Carmine Street, including intersections, beginning at N. Lompa Lane and ending just east of Airport Road. No matching funds are required for the CDBG.

**Agenda Action:**

Formal Action / Motion

**Time Requested:** 5 minutes

**Proposed Motion**

I move to ratify submission of the LOI and to authorize the Transportation Manager to execute a CDBG application and, if awarded, the CDBG agreement, as well as future amendments to the CDBG agreement regarding extensions of time and changes in funding not exceeding 10% of the present amount.

**Board's Strategic Goal**

N/A

**Previous Action**

September 14, 2022 (Item 5-D) - RTC approved the submission of a CDBG application seeking \$350,000 for ADA improvements along select portions of Carmine Street.

**Background/Issues & Analysis**

As part of the FY 2023-2024 grant cycle, Carson City Public Works was awarded \$325,854 out of the

originally requested \$350,000. The FY 2024-2025 CDBG LOI is requesting \$124,146, to bring the total CDBG funding to \$450,000 for ADA improvements along Carmine Street between N. Lompa Lane and Airport Road.

Project improvements include replacing existing and/or constructing new pedestrian curb ramps to make them ADA compliant, replacing substandard sidewalks, ensuring landing areas are ADA compliant, enhancing crosswalk safety at intersections, and reconstructing roadway pavement and drainage infrastructure as needed in areas where curb and sidewalk are being reconstructed. CDBG funds will be for project design and construction. The additional funding requested through the FY 2024-2025 CDBG LOI will allow for additional ADA improvements throughout the corridor in preparation for a future, larger pavement and utility project.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Grant Fund, Community Development Grant Program, Construction Account 2750620-507010

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** No local matching funds are required as CDBG funds are 100% reimbursable. If approved and awarded (anticipated in summer of 2024), once awarded \$124,146 would be incorporated into the FY 2025 budget.

**Alternatives**

Do not approve pursuit of the CDBG and provide alternate direction to staff.

**Attachment(s):**

[5B\\_RTC\\_Exhibit 1 â€“ Letter of Intent 2024-2025 Community Development Block Grant.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



## Letter of Intent to Apply

### 2024-2025 Community Development Block Grant

Due May 31, 2024, by 5:00 pm

Organization: Regional Transportation Commission,  
Carson City Public Works Transportation Division

EIN: 88-6000189

Is your organization:

A 501(c)3 nonprofit or city dept.  Yes  No

Incorporation Date n/a

Registered on SAM.gov  Yes  No

Requested amount: 124,146

Contact Name: Chris Martinovich

Address: 3505 Butti Way Carson City NV 89701

Telephone: 775-283-7367

Email: cmartinovich@carson.org

Please confirm you have reviewed the CDBG information on the City grants website and understand that this grant will require extensive reporting and compliance with multiple federal laws.  Yes  No

---

Which of the following national objectives does your project/program meet?

Benefit 51% or more of low- to moderate-income persons

Aid in the prevention or elimination of slum or blight

Address a recent urgent community development need

Which of the following Carson City objectives does your project/program meet?

Construction of ADA compliant sidewalks

Improving access to public facilities

Providing supportive services to low- to moderate-income households

Reducing blight in low- to moderate-income neighborhoods and/or code enforcement

Providing mental health and/or substance abuse services

---

Please answer the following questions. The narrative should be no more than two pages.

1. Please provide a brief overview of your organization.
2. Please provide a project/program overview.

**Please submit this form and Letter of Intent to:**

Rebecca Phipps, Grants Administrator

Carson City, Department of Finance

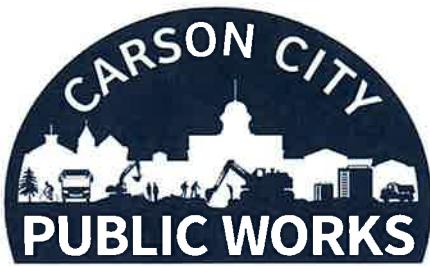
201 North Carson Street, #3

Carson City, NV 89701

rphipps@carson.org

**Invitations to apply will be sent in June 2024. Approval or disapproval of your submission is solely at the discretion of Carson City management.**

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**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

May 22, 2024

Carson City, Department of Finance  
Attn: Rebecca Phipps, Grants Administrator  
201 North Carson Street, #3  
Carson City, NV 89701

Delivered by e-mail to [rphipps@carson.org](mailto:rphipps@carson.org)

Dear Rebecca Phipps,

We are pleased to submit this Letter of Intent (LOI) to Carson City, Department of Finance for the 2024/2025 Community Development Block Grant funding opportunity. Below are our responses to the questions noted on the letter of intent form posted with the call for projects on the City's website.

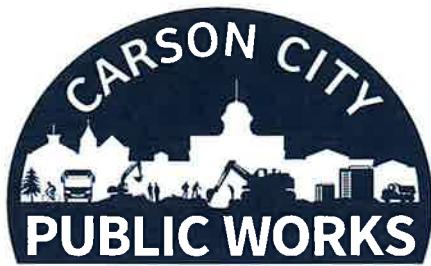
1. Please provide a brief overview of your organization.

Carson City Regional Transportation Commission (RTC) is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A. One of the many responsibilities of the RTC is to prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction implementation necessary for transportation connectivity and complete streets.

The RTC staff are housed within the City's Public Works Department, Division of Transportation which oversees capital and transportation planning projects for the city. The Division coordinates land development, current and long-range plans, zoning matters, environmental and historic preservation, and other transportation related projects.

Carson City's Comprehensive Master Plan outlines five key guiding principles, one of which is "A Connected City." This principle outlines Carson City's intent to "promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities and sidewalks." This aligns with Complete Streets priorities, emphasizing mobility for all users of the road, whether they are drivers, cyclists, pedestrians, transit riders, or micromobility users.

An example of the city's complete streets practice would be the Colorado Street Rehabilitation Project. The project included a variety of local and federal funding sources, including CDBG. The project incorporated safety enhancements, and Complete Streets transportation improvements such as bike lanes, ADA sidewalk improvements as well as other upgrades to roadway utility infrastructure.



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

2. Please provide a project/program overview.

The Federal Funds being applied for by Carson City RTC will be used for sidewalk and ADA curb ramp improvements along Carmine Street between N. Lompa Lane and Airport Road, and a portion of Airport Road around the intersection. Project funding will be for the construction of these improvements along Carmine Street and Airport Road. Improvements include replacing existing and adding new pedestrian curb ramps to be ADA-compliant, replacing substandard or hazardous sidewalks, adding missing sidewalks, and expanding roadway pavement in areas where curbs and sidewalks are being added.

This project aims to enable residents to travel within the community safely. This project aligns with all five goals outlined in the 2050 Regional Transportation Plan: increasing safety for all users, enhancing mobility and reliability, promoting sustainability, addressing the needs of underserved populations, and providing an integrated transportation system that connects pedestrian and transit modes. Additionally, the Carson City Pavement Management Plan prioritizes regional roads for preservation and rehabilitation, and Carmine Street is identified as a collector roadway. The Carson City Safe Routes to School Master Plan also includes projects in the area that focus on improving pedestrian visibility and the non-motorized environment for enhanced safety.

The project area has a low-to moderate-income persons (LMI) of 72.24%. The environmental review has been completed. The level was determined to be categorically excluded and Section 106 (National Historic Preservation Act) response noted no historic properties affected.

The project has additional funding from the Carson City RTC and Carson City Utility Division showing a commitment to ensuring the project will be completed. The project is currently in the design phase with construction anticipated for 2025 or early 2026.

Sincerely,

A handwritten signature in blue ink that reads "Chris Martinovich PE".

Chris Martinovich, PE  
Transportation Manager  
775.283.7367



## STAFF REPORT

<b>Report To:</b>	Regional Transportation Commission	<b>Meeting Date:</b>	June 12, 2024
<b>Staff Contact:</b>	Scott Bohemier, Transportation Planner		
<b>Agenda Title:</b>	For Possible Action – Discussion and possible action regarding (1) Cooperative Agreement No. PR378-24-063 (“Agreement”) between the Carson City Regional Transportation Commission (“RTC”) and the Nevada Department of Transportation (“NDOT”) to fund the Western Nevada Safe Routes to School Program (“WN-SRTS Program”) through September 30, 2026 in the amount of \$684,211.00 comprising \$650,000.00 in Surface Transportation Block Grant, Transportation Alternatives Program (“TAP”) funds plus the required 5% local match of \$34,211.00, and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement to revise scope of work, extend the time of performance, or approve funding changes not exceeding 10% of the present Agreement amount.		
<b>Agenda Action:</b>	Formal Action / Motion	<b>Time Requested:</b>	5 minutes

---

### Proposed Motion

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

### Board's Strategic Goal

N/A

### Previous Action

N/A

### Background/Issues & Analysis

With support from the RTC, the WN-SRTS Program continues to grow and adapt to best serve the Western Nevada community and our most vulnerable roadway users. The WN-SRTS Program is funded in large part with federal TAP funding provided to RTC through a competitive grant and agreement process administered by NDOT. RTC submitted a grant application to NDOT in April 2023 to fund the

WN-SRTS Program for federal fiscal years 2024-2027. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada's children.

The goals of the WN-SRTS Program are far reaching. The WN-SRTS Program is committed to creative outreach, listening for instructional feedback, and inclusive partnership within the community. It aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. The WN-SRTS Program aims to reverse the decline in children walking and bicycling to school. In turn, this can increase students' safety during the school commute and reduce traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

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

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

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

#### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.180, 277A.270

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Revenues: Regional Transportation Fund, Federal Grants / 2503082-431010.

Expenses: Regional Transportation Fund, Various Safe Routes to School Accounts / 2503040-50XXXX

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, federal grant funding of \$434,001 will be added into the fiscal year ("FY") 2025 budget during the first round of budget augmentations, as currently, only \$215,999 is included in the FY 2025 budget. The required 5% local match in the amount of \$34,211 is provided as in-kind match from the Regional Transportation fund; consequently, no additional local

match is required to be budgeted. If approved, expenses will also be augmented accordingly.

**Alternatives**

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

**Attachment(s):**

[5C\\_RTC\\_Exhibit 1 - PR378-24-063 for Final Execution.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

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Agreement Number PR378-24-063

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**ARTICLE I - PURPOSE OF AGREEMENT**

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

## ARTICLE II - SCOPE OF PROJECT

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

## ARTICLE III - COST

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

2. The maximum dollar amount that is reimbursable under this Agreement shall not exceed Six Hundred Eighty-Four Thousand Two Hundred Eleven and No/100 Dollars (\$684,211.00). Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) shall come from the federal Surface Transportation Block Grant (STBG) Transportation Alternatives Fund. Thirty-Four Thousand Two Hundred Eleven and No/100 Dollars (\$34,211.00) shall come from the local Match. Approval of reimbursement shall be contingent upon receipt of invoice and supporting documentation, verification, and inspection of work completed as specified in Attachment B – “Scope of Work,” and within fiscal constraint specified in Attachment A – “Budget”, attached hereto and incorporated herein.

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

4. The DEPARTMENT shall have forty-five (45) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SUBRECIPIENT within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both parties hereto and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both parties hereto for payment.

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

## ARTICLE IV - PERFORMANCE

1. The term of this Agreement shall be from October 1, 2024, and shall run through and including September 30, 2026.

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

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

## ARTICLE V - PROJECT VEHICLES AND EQUIPMENT

1. Equipment purchased with federal funds that are no longer needed for its original purpose or program or for other activities currently or previously supported by a federal agency are to be disposed of according to applicable regulations.

## ARTICLE VI - RECORDS AND REPORTS

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

2. The SUBRECIPIENT shall collect walking and biking school data. The Parent Survey should be conducted at least once, annually, either in the Spring or the Fall. The analyzed data should be sent to the DEPARTMENT.

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

4. The parties agree to abide by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR PART 99, and other applicable law or regulation on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA. Each party agrees that it shall not be liable for any violation of any provisions of FERPA directly or indirectly relating, arising out of, or resulting from, or in any manner attributable to, the actions of the other party.

## ARTICLE VII - TERMINATION

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

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

2. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR must be followed by the SUBRECIPIENT. These references can be found at [https://www.fhwa.dot.gov/environment/transportation\\_alternatives/guidance/ta\\_guidance\\_2022.pdf](https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/ta_guidance_2022.pdf).

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns

of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

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

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT: State of Nevada, acting by and through its  
Carson City Regional Transportation Commission DEPARTMENT OF TRANSPORTATION

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Signature

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Director

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Name & Title (Print)

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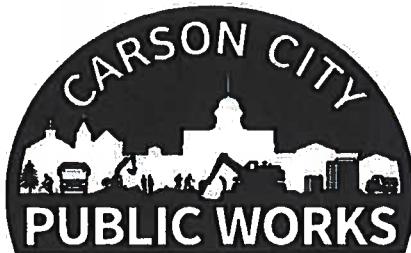
Approved as to Legality and Form:

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Deputy Attorney General

# **ATTACHMENT “A”**

# **BUDGET**



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

March 28, 2024

Nevada Department of Transportation  
 1263 S. Stewart St.  
 Carson City, NV 89712

Dear Ms. Rauch,

On February 16, 2024, Carson Public Works was notified of the available funding of \$684,210.52 for the Western Nevada Safe Routes to School (WNSRTS) program through FFY25 and FFY26. Carson City Public Works and WNSRTS requests the attached budget summary be used to support a new agreement or be used as an amendment to the current agreement #PR463-23-063. A short summary of the budget revisions include:

- Personnel costs have been adjusted to increase funds to cover salary increases.
- Administrative supplies increased to support costs for part-time champions.
- Consultant and Contract services adjusted to add funds for Safe Routes to School safety plans within the counties served by WNSRTS.
- Outreach Safety Incentives funds increased for safety education incentives to enhance community well-being at the increased number of assemblies and outreach events WNSRTS is attending.
- Increased Travel and Training to add funds for the National SRTS Conference which had been held virtually since COVID and is now held in-person.

This funding will be applied to the program in accordance with the attached budget summary. We are committed to ensuring the success of this program and will work diligently to achieve the goals outlined in our proposal. We also look forward to collaborating with our schools and stakeholders to maximize the impact of this grant and create a lasting positive change in our community.

Once again, thank you for believing in our vision and for your support of the Western Nevada Safe Routes to School program. We are excited about the opportunities that lie ahead and are grateful for the trust you have placed in us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Martinovich".

Christopher Martinovich  
 Transportation Manager

TABLE 1 - Funding Summary																		
BUDGET 10/1/24 - 9/30/26			FY 2025		FY 2026		FY 2027											
<b>Task 1 - Personnel Costs</b>																		
<b>Task Description:</b>																		
Personnel costs refer to expenses related to the compensation and benefits of staff who are working on projects and attending activities associated with WNSRTS. Staff who charge for program activities generally include, but are not																		
<b>Position/Activity</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>	<b>TOTAL</b>								
Western Nevada Safe Routes to School Coordinator - Full Time *	\$ 62.95	1,404	88,381.80	\$ 66.09	1,872	123,720.48	\$ 69.39	468	32,474.52	\$244,576.80								
Safe Routes to School Champions Two Champions, Part time @ 20 hrs. per week	\$ 20.00	1480	29,600.00	\$ 20.00	2000	40,000.00	\$ 20.00	468	9,360.00	\$78,960.00								
Transportation Manager *	\$ 100.56	27	2,715.12	\$ 105.59	36	3,801.24	\$ 110.86	9	997.74	\$7,514.10								
Clerical and Admin Staff *	\$ 60.00	72	4,320.00	\$ 63.00	96	6,048.00	\$ 66.00	24	1,584.00	\$11,952.00								
<b>TOTAL Task 1</b>			<b>\$ 125,017</b>			<b>\$ 173,570</b>			<b>\$ 44,416</b>	<b>\$343,003</b>								
* City Staff reimbursed with approved NDOTs rate, which includes calculations for fringe. Rates shown are based FY 24 rates + 5% per year																		
<b>Task 2 - Consultant / Contract Services</b>																		
<b>Task Description:</b>																		
Consultant and contract services refers to specialized expertise or services that are provided to WNSRTS in partnership with an external organization, contractor, or consultant.																		
<b>Activity</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>TOTAL</b>								
Bicycle Repair Mechanic/Shop for Bike Fleet Maintenance	1.00	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ 400.00	1.00	\$ 200.00	\$ 200.00	\$1,000.00								
Safety and Education Awareness Campaigns			\$ -			\$ -			\$ -	\$0.00								
Partnership with JAC for an awareness campaign and outreach	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	\$ -	\$24,000.00								
Printing costs of signs and banners for campaign (est. 12 signs)	12.00	\$ 250.00	\$ 3,000.00	12.00	\$ 250.00	\$ 3,000.00	0.00	\$ -	\$ -	\$6,000.00								
Consultant Support for WN-SRTS County outreach and planning	1.00	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 101,000.00	1.00	\$ 25,000.00	\$ 25,000.00	\$226,000.00								
<b>TOTAL Task 2</b>			<b>\$ 115,400</b>			<b>\$ 116,400</b>			<b>\$ 25,200</b>	<b>\$257,000</b>								
<b>Task 3 - Travel and Training</b>																		
<b>Task Description:</b>																		
Travel and training expenses may include for registration fees for attending conferences, workshops, and other training events/classes, as well as associated expenses related to the travel to/from the conferences, workshops,																		
<b>Activity</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>	<b>TOTAL</b>								
WNSRTS Coordinator Attendance at APA/AMPO Conference	1.00	800.00	800.00	1.00	800.00	800.00				\$1,600.00								
Travel Costs	1.00	919.00	919.00	1.00	919.00	919.00				\$1,838.00								
Airport Transfer (Bus, Taxi, Uber, etc.)	2.00	40.00	80.00	2.00	40.00	80.00				\$160.00								
Lodging - Per Diem	5.00	198.00	990.00	5.00	198.00	990.00				\$1,980.00								
Meals - Per Diem	6.00	79.00	474.00	6.00	79.00	474.00				\$948.00								
Airport Parking	1.00	84.00	84.00	1.00	84.00	84.00				\$168.00								
WNSRTS Coordinator Attendance at Nevada Transportation Conference (May) in Las Vegas, NV	1.00	175.00	175.00	1.00	175.00	175.00				\$350.00								
WNSRTS Coordination Safe Routes to School National Conference	1.00	75.00	75.00	1.00	75.00	75.00				\$150.00								
Airport Parking	1.00	84.00	84.00	1.00	84.00	84.00				\$168.00								
Rental Car	1.00	400.00	400.00	2.00	40.00	80.00				\$480.00								
Travel Costs	1.00	360.00	360.00	1.00	360.00	360.00				\$720.00								
Lodging - Per Diem	4.00	150.00	600.00	4.00	150.00	600.00				\$1,200.00								
Meals - Per Diem	3.00	69.00	207.00	3.00	69.00	207.00				\$414.00								
<b>Miles</b>	<b>Rate</b>	<b>Cost</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>										
Gasoline - FFY24 GSA rate + estimated \$0.01 per year	1,800	0.67	1,206.00	2,400	0.68	1,632.00	600.00	\$0.69	\$414.00	\$3,252.00								
Misc Travel Costs - Parking and incidentals	1.00	100.00	100.00	1.00	150.00	150.00	\$1.00	\$50.00	\$50.00	\$300.00								
<b>TOTAL Task 3</b>			<b>\$ 6,554</b>			<b>\$ 6,710</b>			<b>\$ 464</b>	<b>\$13,728</b>								

Task 4 - Supplies and Equipment										
Task Description:										
This tasks refers to supplies and equipment that will be used for the various education and outreach with students and the community as listed in the Management & Coordination and the Actions & Events Section of the Scope of Work										
Activity	Quantity	Rate	Cost	Quantity	Rate	Cost	Quantity	Rate	Cost	TOTAL
Administrative Supplies - Miscellaneous supplies for the day-to-day administration and operation of WNSRTS, including, but are not limited to, general office supplies, mailings, printing, software purchase and software license fees, computers and associated hardware, and data collection hardware and software to report performance measures.	1.00	1,305.23	1,305.23	1.00	1,392.00	1,392.00	1.00	900.38	900.38	\$3,597.61
Educational Materials - Materials may include, but are not limited to, brochures, posters, booklets, and educational videos.	1.00	700.00	700.00	1.00	800.00	800.00	1.00	900.00	900.00	\$2,400.00
Safety Equipment - Includes items such as reflective vests, reflectors, crossing guard stop signs, portable signs for school zones, lights/flashlights, signs, and other PPE.	1.00	700.00	700.00	1.00	800.00	800.00	1.00	900.00	900.00	\$2,400.00
Incentives - Items for participants at events.			0.00			0.00			0.00	
Bicycles	6.00	350.00	2,100.00	8.00	350.00	2,800.00	1.00	350.00	350.00	\$5,250.00
Scooters	6.00	40.00	240.00	12.00	40.00	480.00	4.00	40.00	160.00	\$880.00
Bicycle Supplies (Water Bottles, Patch kits, emergency notices, tools, tires/tubes)	1.00	580.00	580.00	1.00	680.00	680.00	1.00	300.00	300.00	\$1,560.00
Gift Certificates	20.00	20.00	400.00	30.00	20.00	600.00	10.00	20.00	200.00	\$1,200.00
Ride for Reading Books	1,500.00	2.00	3,000.00	1,500.00	2.00	3,000.00			0.00	\$6,000.00
Brain Stress Balls used as part of Helmet Safety talks	1,000.00	1.05	1,050.00	1,000.00	1.05	1,050.00	200.00	1.05	210.00	\$2,310.00
Reflective Backpacks	1,000.00	2.50	2,500.00	1,000.00	2.50	2,500.00				\$5,000.00
Helmets	240.00	10.00	2,400.00	240.00	10.00	2,400.00	50.00	10.00	500.00	\$5,300.00
Stickers Rolls of 250	20.00	17.00	340.00	25.00	17.00	425.00	5.00	17.00	85.00	\$850.00
Sunglasses	500.00	2.00	1,000.00	1,000.00	2.00	2,000.00	220.00	2.00	440.00	\$3,440.00
Bells	480.00	1.00	480.00	889.00	1.00	889.00	250.00	1.00	250.00	\$1,619.00
Blinkie Lights w/ Safety Card	1,000.00	3.20	3,200.00	1,975.00	3.20	6,320.00	220.00	3.20	704.00	\$10,224.00
Zipper Pulls w/Safety Cards	2,000.00	1.50	3,000.00	3,000.00	1.50	4,500.00	220.00	1.50	330.00	\$7,830.00
Glow Safety Bracelets	2,000.00	0.80	1,600.00	2,500.00	0.80	2,000.00	226.00	0.80	180.80	\$3,780.80
Event Supplies			0.00			0.00			0.00	\$0.00
Tools/Cones/Traffic control devices/Safety Town Supplies - Bike Rodeos	1.00	500.00	500.00	1.00	500.00	500.00	1.00	375.00	375.00	\$1,375.00
Decoration/Arts and Crafts Poster Contests	1.00	750.00	750.00	1.00	750.00	750.00			0.00	\$1,500.00
Marketing and Outreach Materials			0.00			0.00			0.00	\$0.00
Event media distribution - (Estimate cost of news printing)	2.00	120.00	240.00	4.00	120.00	480.00	1.00	120.00	120.00	\$840.00
Web hosting subscriptions	1.00	811.79	811.79	1.00	811.79	811.79				\$1,623.58
Printing of flyers and notices	1.00	500.01	500.01	1.00	750.00	750.00	1.00	250.00	250.00	\$1,500.01
<b>TOTAL Task 4</b>			<b>\$ 27,397.03</b>			<b>\$ 35,927.79</b>			<b>\$ 7,155.18</b>	<b>\$70,480</b>
Program TOTALS										
<b>TOTAL Program Cost</b>										<b>\$684,211.00</b>
SFY 25										<b>\$274,368.03</b>
SFY 26										<b>\$332,607.79</b>
SFY 27										<b>\$77,235.18</b>
Local Match 5.00%										<b>\$34,211.00</b>
SFY 25										<b>\$13,718.40</b>
SFY 26										<b>\$16,630.39</b>
SFY 27										<b>\$3,862.21</b>
Federal Funding 95.00%										<b>\$650,000.00</b>
SFY 25										<b>\$260,649.63</b>
SFY 26										<b>\$315,977.40</b>
SFY 27										<b>\$73,372.97</b>

Note: Additional descriptions and details of tasks can be provided in the Funding Task Summary of the Scope of Work.

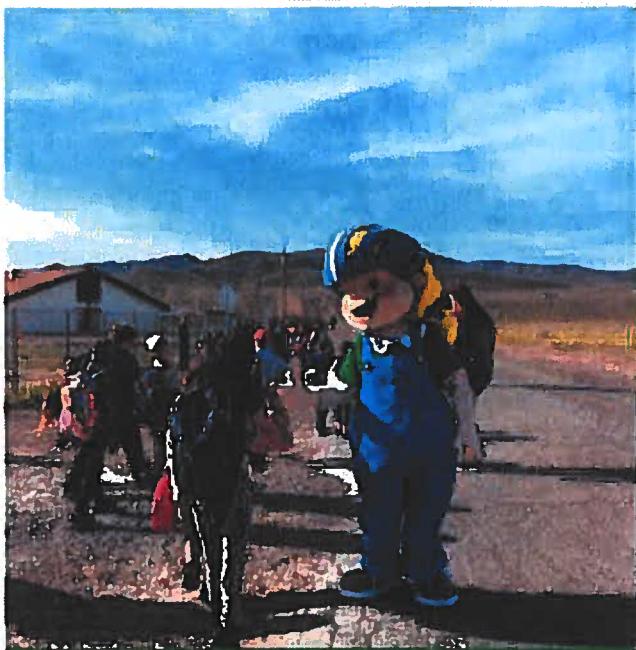
# **ATTACHMENT “B”**

## **SCOPE OF WORK**

# Western Nevada Safe Routes to School

## TAP

FFY 2024- FFY 2028



### WHAT WE DO

- Promote safe routes for children to walk to school (e.g., open sidewalks, signs and flashing lights...)
- Teach students bike and pedestrian safety at in-school assemblies
- Implement walking school buses and bike trains
- Host Walk and Bike to School Days
- Help schools improve drop off and pick-up flow
- Teach beginning bicycle prep and helmet fittings
- Support school walk-a-thons and fundraisers

The Safe Routes Partnership is a national nonprofit organization working to advance safe walking and rolling to and from schools and in everyday life, improving the health and well-being of people of all races, income levels, and abilities, and building healthy, thriving communities for everyone.

### BENEFITS OF SAFE ROUTES TO SCHOOL

- Increased walking to school
- Safer students
- Lower transportation costs for school districts and families
- Reduced student absences and tardiness
- Reduced traffic congestion
- Healthier students
- Improved academic performance
- Cleaner air and fewer asthma attacks

### CONTACTS

**Program Coordinator**  
Scott Bchemier  
[sbchemier@carson.org](mailto:sbchemier@carson.org)

**Local Champion**  
Erica Roselli  
[erosselius@carson.org](mailto:erosselius@carson.org)

Carson City Public Works Department is requesting non-infrastructure Transportation Alternatives Program (TAP) funding in the amount of \$1,249,830.00 with a 5% match from local funds of \$62,491.50 for a total of \$1,312,321.50 to continue the successful Western Nevada Safe Routes to Schools Program (WN-SRTS). Please see Appendix A for projected WN-SRTS budget from FFY 2024-FFY 2028. Western Nevada Safe Routes to Schools has been providing exceptional active transportation programming for children and families in the Western Nevada Region since 2012. The Western Nevada Region includes Carson City, Douglas County, Lyon County and Storey County. This funding request represents a commitment to continue and expand the WN-SRTS program through FFY2028.

The WN-SRTS Program continues to grow and adapt to best serve our communities. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada's students. WN-SRTS is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community. The program aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. WN-SRTS aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students' safety during the school commute by reducing traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

Successful Safe Routes to Schools projects change the way students and parents choose to travel to and from school. Working with a wide range of community partners including law enforcement, planning and public works, school districts, and non-profit organizations, this funding opportunity can induce mode shifts and increase safety for students while promoting healthy lifestyles, improving academic achievement, and most importantly, having fun.

WN-SRTS has had many past successes over the years. Recently, the current WN-SRTS Coordinator was able to build on successful programs like the WN-SRTS Champions and successfully partnered with the Carson City Sheriff's Office for increased safety outreach around Carson City schools. The WN-SRTS Coordinator also continued a pedestrian safety education campaign Carson City on JAC busses and shelters. Safety Sally has been integrated to the program and is quickly becoming a well-known part of the program. WN-SRTS completed Safe Routes to School Master Plan in Carson City and a Douglas County SRTS Master Plan will be complete in September of 2023. This safety studies detail existing walking and biking barriers for each school and methodologies for mending these barriers. The WN-SRTS program has been successful at getting back into schools after Covid restrictions were lifted. Safety Assemblies, Bicycle Safety and Maintenance and Ride for Reading are a few of the successes that were completed in 2022/2023. The program has also worked closely with the low-income community in partnership with CASA Carson City to provide incentives and safety instruction to those who live in homes with no vehicles for transportation.

WN-SRTS serves a diverse mix of schools, from urban schools in Carson City to rural schools along state highways in Douglas, Lyon, and Storey Counties. One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as advocacy to support safe walking and bicycling. All WN-SRTS activities are designed to ensure students experience the benefits of physical activity and knowledge to empower students to walk or bike to school independently and safely.

The Western Nevada Safe Routes to School program is dedicated to promoting safe, healthy, and sustainable transportation options for students in the region. Our program seeks to improve the overall safety of students while also increasing their physical activity levels and reducing traffic congestion around schools. We have been successful in implementing a variety of initiatives, and we are now seeking funding to expand and enhance our program. Our primary goal is to create safe routes for students to walk or bike to school, thereby increasing physical activity levels and reducing traffic congestion. Additionally, we aim to create a culture of active transportation and healthy living, empowering students to make sustainable transportation choices throughout their lives. Finally, we seek to reduce the incidence of pedestrian and bicycle accidents and improve the overall safety of our streets and neighborhoods.

Our program has already made a significant impact in the Western Nevada region. We have seen an increase in the number of students walking and biking to school, and a decrease in the number of cars on the road during school drop-off and pick-up times. Additionally, we have received positive feedback from parents, teachers, and community members about the program's positive effects on safety and physical activity levels.

The Western Nevada Safe Routes to School program is dedicated to promoting safe, healthy, and sustainable transportation options for students in the region. Our program recognizes that the success of Safe Routes to School initiatives depends on a comprehensive approach that addresses the six E's of the program. We have designed our program to incorporate all six E's to ensure that we create safe routes for students to walk or bike to school, while also increasing their physical activity levels and reducing traffic congestion.

*Engineering:* Our program recognizes the importance of engineering in creating safe routes for students to walk or bike to school. We have partnered with local governments and schools to improve sidewalks, crosswalks, and bike lanes around schools. We have also installed traffic calming measures and implemented school zone speed limits to increase safety.

*Education:* Our program recognizes the importance of education in promoting safe walking and biking habits among students, parents, and community members. We have developed educational materials and conducted outreach campaigns to promote safe walking and biking habits. We have also provided bicycle safety training and encouraged participation in walking and biking events.

*Encouragement:* Our program recognizes the importance of encouragement in promoting active transportation. We have developed incentives for students to walk or bike to school, such as walk and bike to school days and contests. We have also implemented a school-based walking and biking program to encourage students to participate in active transportation.

**Equity:** Our program recognizes the importance of equity in promoting active transportation for all students. We have worked to ensure that all students, regardless of their race, ethnicity, or socioeconomic status, have access to safe walking and biking routes to school.

**Evaluation:** Our program recognizes the importance of evaluation in ensuring that our initiatives are effective. We have developed a comprehensive evaluation plan that includes tracking the number of students walking and biking to school, assessing the effectiveness of our educational materials and outreach campaigns, and monitoring the safety of our routes.

In conclusion The Western Nevada Safe Routes to School program recognizes the importance of incorporating all six E's in our program to create safe routes for students to walk or bike to school, while also increasing their physical activity levels and reducing traffic congestion. With the funding support requested, we can continue to implement comprehensive initiatives that address all six E's to promote safe, healthy, and sustainable transportation options for students in the region. We are committed to promoting safe, healthy, and sustainable transportation options for students in the region. With the funding support requested, we can continue to make a positive impact on safety and physical activity levels for students and promote active transportation habits that will last a lifetime.

# **ATTACHMENT “C”**

# **APPLICATION**

# Transportation Alternatives Program Application Form

Submitted by: Anonymous user

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

Please Select the Project Type

**Non-Infrastructure**

## A. Applicant Information

### 1. Sponsor Organization

**Carson City Public Works**

### 2. Sponsor Type

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

### 3. Agency Address

**3505 Butti Way  
Carson City Nevada 89701**

### 4. Contact Name

**Chris Martinovich**

### 5. Title

**Transportation Manager**

### 6. Phone

**775-283-7367**

### 7. Email

**cmartinovich@carson.org**

### 8. Unique Entity Identifier (UEI)

**DTBPJMA2QFC8**

## B. Project Information

## 1. Project Name

**Western Nevada Safe Routes to School**

## 2. Eligible Project Category (Non-Infrastructure Projects)

**Safe Routes to School (SRTS) Programs and SRTS coordinators**

## 3. Project Purpose

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

## 4. Project Description

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

## 5. Project Location

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

Please sketch the project area on the map below

**Area: 1,392,365 Acres**



## C. Applicant Technical Capacity

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

**Yes**

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

**Yes**

If yes, provide name and position:

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

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

**Yes**

**D. Project Readiness**

**1. Schedule Milestones**

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

**Form planning committees**

**Conduct Walk audits**

**Develop a Safe Routes to School Master Plan**

**Attend and host community events**

**Recommend infrastructure improvements**

**Implement education and encouragement programs**

**Monitor and evaluate progress**

**Mode shift**

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

**2. Previous Work**

- Other (Please specify below)**

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

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

**E. Project Budget**

**1. Total Estimated Project Cost?**

**\$1,248,810.35**

2. Please attach a copy of detailed cost estimate.

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

3. Local Match?

**\$62,440.52**

4. Source of Local Match?

**In-Kind Match**

5. Requested TA Set Aside Grant Amount?

**1,186,369.83**

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

**No**

#### F. Project Benefits - Non-Infrastructure Projects

1. Does the project provide safety education?

**Yes**

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

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

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

**Yes**

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

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

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

**Yes**

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

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

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

**Yes**

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

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

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

**Yes**

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

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

#### **G. Additional Information**

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

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

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

**PDF** Letters of Support.pdf  
1.4MB

3. Please upload attachment (if applicable)

**PDF** Narrative\_Milestones.pdf  
295.1KB



## STAFF REPORT

<b>Report To:</b>	Regional Transportation Commission	<b>Meeting Date:</b>	June 12, 2024
<b>Staff Contact:</b>	Casey Sylvester, Transportation/Traffic Engineer		
<b>Agenda Title:</b>	For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. ("SNC") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 for the District 1 - N. Lompa Pavement Preservation Project ("Project") and to award Contract No. 24300374 ("Contract") for the Project to SNC for a total not to exceed amount of \$485,108.		

**Staff Summary:** This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which include pavement patching, large crack repairs, restriping, traffic sign installation, and slurry seal on N. Lompa Lane, Northridge Drive, Poole Way, Dori Way, Bunch Way, Sneddon Way, and Roberta Way. The not-to-exceed amount of \$485,108 includes the base bid amount of \$441,007 plus a 10% contingency amount of \$44,101. The engineer's estimate for the Project was \$488,726.

<b>Agenda Action:</b>	Formal Action / Motion	<b>Time Requested:</b>	5 minutes
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### **Proposed Motion**

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

### **Board's Strategic Goal**

N/A

### **Previous Action**

N/A

### **Background/Issues & Analysis**

The Project is located in Performance District 1 and is funded using a combination of local fuel tax funds and federal American Rescue Plan Act ("ARPA") funds. The Project includes the regional roads of N. Lompa Lane and Northridge Drive as well as the local roads of Poole Way, Dori Way, Bunch Way, Sneddon Way, and Roberta Way. The Project includes crack sealing, pavement patching, slurry sealing, restriping, and traffic sign installations along portions of the listed roads.

A bid opening was held at 11:30 a.m. on May 14, 2024, via online Cisco Webex bid opening. One bid was received. Present during the bid opening were: SNC and Alexis Philippi, Executive Office.

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

Contractor Bid Amount:

SNC = \$441,007.00

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project #P303524003, Regional Transportation Fund, Capital Improvements account / 2503035-507010, Grant Fund, ARPA / 2750600-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the Regional Transportation Fund, Capital Improvements account / 2503035-507010 current budget amount of \$269,962 will be reduced by \$200,733, and the ARPA Capital Improvements account / 2750600-507010 current budgeted amount of \$2,038,852 will be reduced by \$284,375.

**Alternatives**

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

**Attachment(s):**

[5D\\_RTC\\_Exhibit 1 - 24300374 DRAFT Contract.pdf](#)

[5D\\_RTC\\_Exhibit 2 - Contract 24300374 Bid Tabulation.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

THIS CONTRACT made and entered into this 12<sup>th</sup> day of June 2024, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Sierra Nevada Construction, Inc, hereinafter referred to as “**CONTRACTOR**”.

## WITNESSETH:

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 24300374**, titled **District 1 – Lompa Pavement Preservation** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

### 1. REQUIRED APPROVAL:

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

### 2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the “**WORK**.” This Contract incorporates the following attachments, and a **CONTRACTOR’S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 24300374 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete **WORK**. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR’S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in Section 6 (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## 4. NOTICE:

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

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

Kevin L. Robertson, President  
Sierra Nevada Construction, Inc.  
P.O. Box 50760  
Sparks, NV 89435  
email: bids@snc.biz

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Four Hundred Forty-One Thousand Seven Dollars and 00/100 (\$441,007.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

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

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

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

### 6. **CONTRACT TERMINATION:**

#### 6.1 Termination Without Cause:

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

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

#### 6.2 Termination for Nonappropriation:

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

#### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

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

### 6.7 Notice of Termination:

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

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

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

### 7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

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

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

8.2 If the **CITY** was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 24300374**

**Title: District 1 – Lompa Pavement Preservation**

becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## **9. PREFERENTIAL EMPLOYMENT:**

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

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

## **10. REMEDIES:**

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

## **11. LIMITED LIABILITY:**

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

## **12. FORCE MAJEURE:**

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

## **13. INDEMNIFICATION:**

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

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

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

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

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

### **14. INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

### 15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

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

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

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

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

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

## 15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

- 15.20.1 *Minimum Limits required:*
- 15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
- 15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

### 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

### 15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 24300374**

**Title: District 1 – Lompa Pavement Preservation**

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

**16. BUSINESS LICENSE:**

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

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

**17. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**18. WAIVER OF BREACH:**

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

**19. SEVERABILITY:**

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

**20. ASSIGNMENT / DELEGATION:**

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

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

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

### 22. PUBLIC RECORDS:

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

### 23. CONFIDENTIALITY:

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

### 24. FEDERAL FUNDING:

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

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

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

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

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

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

### 25. LOBBYING:

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 24300374**

**Title: District 1 – Lompa Pavement Preservation**

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

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

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

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

**26. GENERAL WARRANTY:**

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

**27. PROPER AUTHORITY:**

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

**28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

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

**29. GOVERNING LAW / JURISDICTION:**

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

**30. ENTIRE CONTRACT AND MODIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

Title: District 1 – Lompa Pavement Preservation

## 31. ACKNOWLEDGMENT AND EXECUTION:

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

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

### **ACKNOWLEDGMENT AND EXECUTION:**

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

#### **CARSON CITY**

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

#### **CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
District Attorney or his or her Authorized Designee

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Contract# 24300374  
Project# 303524003  
Account # 2503035-507010 \$200,733.00  
2750600-507010 \$284,375.00

By: \_\_\_\_\_

Dated \_\_\_\_\_

### **PROJECT CONTACT PERSON:**

Amanda Singleton, Project Manager  
Telephone: 775-283-7370

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 24300374

## Title: District 1 – Lompa Pavement Preservation

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

## CONTRACTOR

BY: Kevin L. Robertson

**TITLE:** President

**FIRM:** Sierra Nevada Construction, Inc.

**CARSON CITY BUSINESS LICENSE #: 002775**

NEVADA CONTRACTORS LICENSE #: 0025565

**Address:** P.O. Box 50760

**City:** Sparks    **State:** NV    **Zip Code:** 89435

**Telephone:** 775-355-0420

**E-mail Address:** bids@snc.biz

**(Signature of Contractor)**

**DATED**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.)

(Signature of Notary)

(Notary Stamp)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 24300374**

**Title: District 1 – Lompa Pavement Preservation**

## **CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 12, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 24300374** and titled District 1 – Lompa Pavement Preservation. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 12<sup>th</sup> day of JUNE 2024

**ATTEST:**

---

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 12<sup>th</sup> day of JUNE 2024

# PERFORMANCE BOND

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

**Bond #:** \_\_\_\_\_

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 24300374** and titled **District 1 – Lompa Pavement Preservation** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for BID# 24300374 and titled District 1 – Lompa Pavement Preservation

BY:	(Signature of Principal)
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	L.S.

Printed Name of Principal:

Attest By:

(Signature of Notary)

Subscribed and Sworn before me this

day of

,20\_\_\_\_

**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

(Rev. 11-17-99)

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID# 24300374** and titled **District 1 – Lompa Pavement Preservation** in accordance with drawings  
and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if  
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor  
of the Principal for labor, material, or both, used or reasonably required for use in the  
performance of the Contract, labor and material being construed to include that part of water, gas,  
power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the  
Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of  
ninety (90) days after the date on which the last of such claimant's work or labor was done or  
performed, or materials were furnished by such claimant, may sue on this bond for the use of  
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due  
claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or  
expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have  
given written notice to any two of the following: CONTRACTOR, CITY, or the Surety  
above named, within ninety (90) days after such claimant did or performed the last of the  
work or labor, or furnished the last of the materials for which said claim is made, stating  
with substantial accuracy the amount claimed and the name of the party to whom the  
materials were furnished, or for whom the work or labor was done or performed. Such  
notice shall be personally served or served by mailing the same by registered mail or  
certified mail, postage prepaid, in an envelope addressed to the Principal at any place the  
Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was  
performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the  
construction Contract was to be performed.

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 24300374 and titled District 1 – Lompa Pavement Preservation

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

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

**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

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

**NOTICE:**

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

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Total Amount Bid dollars (\$ Amount Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 24300374, PWP # CC-2024-341, for the Project Title: District 1 Lompa Lane Pavement Preservation Project.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: April 19, 2024

Sierra Nevada Construction, Inc.

Principal

By:

Kevin L. Robertson, President

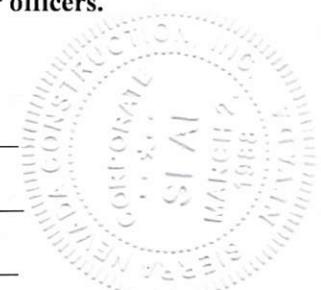
Liberty Mutual Insurance Company

Surety

By:

Andrea Cantlon

Andrea Cantlon, Attorney-In-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8207614-976312

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon, Carey Morgan, Dena VanDeVanter, Nicholas D. Rossi, Patricia Owen, Shelly Demaray, Teri L. Nowak, Teri L. Wood

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:   
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2024.



By:   
Renee C. Llewellyn, Assistant Secretary



## 24300374 (PWP# CC-2024-341) Addendum 2

### Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 24300374 (PWP# CC-2024-341) Addendum 2  
Title: District 1 Lompa Lane Pavement Preservation Project  
Type: Invitation for Bid  
Issue Date: 4/16/2024  
Deadline: 5/14/2024 11:00 AM (PT)  
Notes: **Summary:** The District 1 Lompa Lane Pavement Preservation Project is a federally funded (ARPA) project that includes Lompa Lane, Northridge Drive, Poole Way, Dori Way, Bunch Way, Sneddon Way, and Roberta Way. Activities will include the application of slurry seal, pavement patching, large crack repairs, re-striping and striping alterations, and traffic sign installation on portions of the project area.

**Project#** P303524003, P303524001

**Engineers Estimate:** \$488,725.95

This Project is deemed a Horizontal Construction Project.

**No Pre-Bid Meeting**

#### Contact Information

Contact: Alexis Philippi, Office Specialist  
Address: Suite 2  
City Hall - Executive Office  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone: 1 (775) 283-7124  
Fax: 1 (775) 887-2286  
Email: [aphilippi@carson.org](mailto:aphilippi@carson.org)

## Sierra Nevada Construction, Inc. Information

Contact: Chief Estimator  
 Address: P.O. Box 50760  
 Sparks, NV 89435  
 Phone: (775) 355-0420  
 Fax: (775) 355-0535  
 Email: bids@snc.biz  
 Web Address: www.snc.biz

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

Kevin L. Robertson

bids@snc.biz

*Signature*

*Email*

Submitted at 5/14/2024 09:16:28 AM (PT)

## Requested Attachments

### Bid Bond Form

[Bid Bond.pdf](#)

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

### Vendor Information Form

[Vendor Information.docx](#)

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

### References

[References.pdf](#)

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

### 5% Subcontractors Information

[5% Subcontractor Listing.pdf](#)

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

### 1% Subcontractor Information

[1% Subcontractor Listing.pdf](#)

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

### Affidavit Under 23 USC Section 112(c)

[Affidavit 23 USC Section 112.pdf](#)

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

### Section 1352 of Title 31 Form

[Section 1352 Title 31.pdf](#)

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

### SF-LLL Disclosure of Lobbying

[SF-LLL Disclosure of Lobbying.pdf](#)

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

### Wage Comparison Worksheet

[Wage Comparison Worksheet.pdf](#)

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

### Certification of Auth & Understanding

[Certificate of Authorization & Understanding.pdf](#)

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

### Conflict of Interest

[Conflict of Interest.pdf](#)

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

### List of Subcontractors & Suppliers Bidding

[No response](#)

Required Form-Due at 5pm after bid opening-Email to Cakers@carson.org. You can download this document from the "Attachments" Tab.

Required Information-Provide proof of current registration for General Contractor at bid. Sub-Contractors with anticipated contract of 25k or more must submit before beginning of work.

## Certification Regarding Debarment

Certification Regarding Debarment.pdf

Due at time of Bid Submission from General Contractor. You can download this document from the "Attachments" Tab.

## Non Collusion Form

Non-Collusion.pdf

Non-Collusion-Due at bid submission from General Contractor

## Bid Attributes

### 1 Contractor's License

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

Acknowledged

### 2 Acknowledgement of Addendums

List amount of addendums acknowledged

1

### 3 References:

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

#### Information to be included:

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

Acknowledged

### 4 Substitutions

No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.

Acknowledged

### 5 Prevailing Wages (State/Local) & Davis Bacon Wages

Acknowledgement of State Prevailing Wages for Carson County & Davis Bacon Wages included in the "Attachment" Tab are required for this project.

These rates have been verified within the last 48 hours of bid opening.

Acknowledged

**Apprentices-NRS 338.01165; SB 82 (2023)**

As of January 1, 2024, NRS 338.01165 has been updated. Please review the attachment provided under the attachment tabs and acknowledge here that as General Contractor you and your Sub-Contractors will comply with all requirements of SB82. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

More information can be found on the The Nevada Labor Commissioner's website at [labor.nv.gov](http://labor.nv.gov) (AUA) Tab.

Acknowledged

**Postings & Notices****POSTINGS AND NOTICES****Notices and posters are to be placed in:**

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);

and

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

**Required Postings:**

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [https://labor.nv.gov/Employer/Employer\\_Posters](https://labor.nv.gov/Employer/Employer_Posters)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

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

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

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

**\*\*\*SEE SPECIAL CONDITIONS FOR JOBSITE POSTER REQUIREMENTS**

Acknowledged

8

## Unique Entity ID (SAM.gov)

Exhibit A

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

**Required Information**-Provide proof of current registration for General Contractor at bid. Sub-Contractors with anticipated contract of 25k or more must submit **before beginning of work**.

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

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

Acknowledged

9

## Acknowledgement & Execution of Bid Proposal

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged

10

## REQUIRED DOCUMENTS-ARPA

### Acknowledgement of Required Documents:

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

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor Must self list**.(Email to [aphilippi@carson.org](mailto:aphilippi@carson.org))

**Affidavit Under 23 USC Section 112(c)**-Due from General at Bid Submission/Sub Contractors Before Beginning of work

**Appendix II Part 200**-Required document to be included in all subcontracts

**Bid Bond**-Due at Bid Submission

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors before beginning of work

**Certificate of Fringe Benefits**-Due with first certified payroll report for General & Sub-Contractors

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

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors before beginning of work

**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening ([Email to aphilippi@carson.org](mailto:aphilippi@carson.org))

**Non-Collusion**-Due at bid submission from General Contractor

**SB82 (NRS 338.01165)**-Informational Document provided. GC & all Sub-Contractors **must** comply with regulation.

**Section 1352 Title 32 Form**-Due from General at Bid Submission/Sub contractors Before Beginning of work

**SF-LLL-Disclosure of Lobbying Activities**-Due from General at Bid Submission/Sub-Contractors-Before Beginning of work

**Subcontractor List for Public Works Projects**-Copy emailed to [kaallen@carson.org](mailto:kaallen@carson.org) prior to construction

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

**UEI ID Sam.gov-Required information**-Provide proof of current registration for General Contractor at bid. Sub-Contractors with anticipated contract of 25k or more must submit **before beginning of work**.

**Vendor Information**-Due at Bid Submission

**Wage Comparison Worksheet**-Due from General at Bid Submission/Sub-Contractors-Before Beginning of work

Acknowledged

**Bid Lines****1 Package Header**

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: \$441,007.00**Package Items****1.1 Mobilization/Demobilization**Quantity: 1 UOM: LS Unit Price: \$20,000.00 Total: \$20,000.00**1.2 Traffic Control**Quantity: 1 UOM: LS Unit Price: \$74,878.70 Total: \$74,878.70**1.3 Type 3-Modified Rapid Setting Slurry Seal**Quantity: 33467 UOM: SY Unit Price: \$3.00 Total: \$100,401.00**1.4 Wide Crack Repair**Quantity: 572 UOM: LF Unit Price: \$50.00 Total: \$28,600.00**1.5 Pavement Patch**Quantity: 10067 UOM: SF Unit Price: \$17.00 Total: \$171,139.00**1.6 Demo & Remove Sidewalk, Curb, and Gutter**Quantity: 115 UOM: SF Unit Price: \$50.00 Total: \$5,750.00**1.7 Install AC Driveway**Quantity: 168 UOM: SF Unit Price: \$50.00 Total: \$8,400.00**1.8 6" White Solid Stripe (Bike Lane)**Quantity: 5667 UOM: LF Unit Price: \$1.10 Total: \$6,233.70**1.9 8" White Solid Stripe (Turn Pockets)**Quantity: 370 UOM: LF Unit Price: \$1.50 Total: \$555.00**1.10 6" White Dotted Stripe**Quantity: 516 UOM: LF Unit Price: \$1.10 Total: \$567.60**1.11 4" Double Solid Yellow Stripe**Quantity: 1968 UOM: LF Unit Price: \$1.50 Total: \$2,952.00**1.12 4" Broken Yellow TWTL**Quantity: 2575 UOM: LF Unit Price: \$1.10 Total: \$2,832.50**1.13 24" White Crosswalk Bars**Quantity: 385 UOM: LF Unit Price: \$7.50 Total: \$2,887.50**1.14 24" White Stop Bars**Quantity: 230 UOM: LF Unit Price: \$7.50 Total: \$1,725.00**1.15 Yield Bar Shark Teeth**Quantity: 30 UOM: EA Unit Price: \$35.00 Total: \$1,050.00**1.16 Right, Left, and Thru Turn Arrows**Quantity: 15 UOM: EA Unit Price: \$75.00 Total: \$1,125.00

**1.17 "ONLY"**

**Exhibit A**

Quantity: 2 UOM: EA Unit Price:  Total:

**1.18 Bike Symbol with Arrow**

Quantity: 10 UOM: EA Unit Price:  Total:

**1.19 Paint Median Nose Yellow**

Quantity: 3 UOM: SF Unit Price:  Total:

**1.20 Install Sign Panel on Existing Post**

Quantity: 3 UOM: EA Unit Price:  Total:

**1.21 Remove and Replace Signpost**

Quantity: 9 UOM: EA Unit Price:  Total:

**1.22 Remove Existing Sign Post and Anchor**

Quantity: 1 UOM: EA Unit Price:  Total:

**1.23 Install Guideposts**

Quantity: 12 UOM: EA Unit Price:  Total:

**Response Total: \$441,007.00**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Sierra Nevada Construction, Inc.	Federal ID No: 88-0245093 UEI/DUNS #: ECUFLL5LJ8M6/361701170
Mailing Address: P.O. Box 50760	City, State, Zip Code: Sparks, Nevada 89435
Telephone Number: 775-355-0420	Email: bids@snc.biz

<b>Contact Person/Title:</b>	
Name: Kevin L. Robertson	Title: President
Mailing Address: P.O. Box 50760	City, State, Zip Code: Sparks, Nevada 89435
Telephone Number: 775-355-0420	Email: bids@snc.biz

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 25565	
License Classification(s): A, General Engineering	Date Issued: 7/5/88
Limitation(s) of License: Unlimited	Date of Expiration: 7/31/25
Name of Licensee: Sierra Nevada Construction, Inc.	
<b>Carson City Business License Number:</b> BL-002775-2020	

Name of Licensee: Sierra Nevada Construction, Inc.		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:</b>		
<b>(1) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>(2) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>(1) Other Title:</b>		
Name:		
<b>(2) Other Title:</b>		
Name:		

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Regional Transportation Commission	Sutro & Enterprise Road Rehabilitation	\$ 2,362,007.00	Reconstruct	07/12/23	Maria Paz Fernandez	775-335-1861	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	Watt Street & Lakeside Sewer	\$ 7,996,007.00	Underground Utilities/Road Reconstruction	07/12/23	Kevin Williams	775-657-4633	P.O. Box 1900, Reno NV 89505
NSE Blackbird LLC/Locus Development Group	Comstock TRIC 181 & Electric Avenue	\$ 30,216,858.25	Sitework	12/19/22	Joel Grace	775-432-7116	6001 Talbot Lane, Reno, NV 89509
Tesla	West Road Repairs	\$ 386,705.00	Reconstruct	09/16/22	Richard Betancourt	787-420-0910	1 Electric Avenue, Sparks, Nevada 89437
Regional Transportation Commission	Kings Row Rehabilitation	\$ 3,737,007.00	Reconstruct	05/09/22	Jeff Wilbrecht	775-335-1872	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	2021 Preventative Maintenance	\$ 5,761,007.00	AC Patch/Slurry Seal/Crack Seal	03/10/22	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Town of Truckee	2021 Paving and Drainage Project	\$ 4,026,007.00	Reconstruct	12/03/21	Mike Vaughn	530-582-2923	10183 Truckee Airport Road, Truckee, CA 96161
Carson City	CMAR South Carson Street	\$ 20,033,759.00	Reconstruct	11/17/21	Dan Stucky	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Nevada Department of Transportation	NDOT 3865 Denio	\$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	\$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	\$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
City of South Lake Tahoe	AI Tahoe Blvd Safety & Mobility Project	\$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	\$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete/S	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Eureka County	2020 Road & Airport Maintenance Project	\$ 3,414,007.00	Paving/Patching/Slurry Seal	10/05/20	Jeb Rowley	775-237-5372	701 S. Main Street, Eureka, Nevada 89316
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/Cor	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Nguyentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proj	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yolton	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	07/21/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Calif. of Portola	Portola Reconstruct A15	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502

Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$ 1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resu	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$ 605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County - 2014/2015 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$ 304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$ 616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$ 900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$ 1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$ 3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$ 2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$ 3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$ 1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$ 1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$ 1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$ 1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$ 1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$ 7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$ 1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$ 542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060

Exhibit A

Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$ 8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$ 6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$ 3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$ 941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	08/31/12	Michael Hollrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$ 167,007.00	Street Reconstruction/Cattleguard	07/31/12	Marlene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	07/30/12	Bob Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weirermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-0111-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuholksi	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehab Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$ 9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$ 1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

Exhibit A

## BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: 24300374

Project No(s).: P303524003, P303524001

Total Bid Amount \$ 441,007.00Contractor: Sierra Nevada Construction, Inc.Address: P.O. Box 50760Sparks, Nevada 89435

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1.1-1.4,1.5(partial), 1.6-1.23	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.
UEI# ECUFLL5LJ8M6					
None					

*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."

May 14, 2024

Contractor's Signature Kevin L. Robertson, President Date

Telephone No. 775-355-0420

## BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: 24300374

Contractor: Sierra Nevada Construction, Inc.

Project No(s).: P303524003, P303524001

Address: P.O. Box 50760Sparks, Nevada 89435Bid Amount \$ 441,007.00

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435 UEI# ECUFLL5LJ8M6	775-355-0420	1.1-1.4, 1.5 (partial) 1.6-1.23	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.



May 14, 2024

Contractor's Signature Kevin L. Robertson, President Date

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

Telephone No. 775-355-0420

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: 24300374

Contractor: Sierra Nevada Construction, Inc.

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
Pavement Recycling Systems 10240 San Sevaine Way, Jurupa Valley, CA 91752	951-682-1091	36228	unlimited	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No
Western Nevada Materials 1475 E. Greg Street, Sparks, NV 89431	775-786-7114	N/A	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Marathon Petroleum 425 Logan Lane, Fernley, NV 89408	775-835-6366	N/A	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Q3D Construction 12050 I-80 East, Sparks, NV 89434	775-342-6000	N/A	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Email to Cakers@carson.org

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by Carson City under the Federal award must contain provisions covering the following, as applicable.**

All language contained within this document supersedes any conflicting language within the Contract documents.

**1. Appendix II (A) and (B) – Remedies:** See Contract, including, but not necessarily limited to sections 3, 6, 10, 28, and 29.

**2. Appendix II (C) – Equal Opportunity Employment:** For federally assisted construction contracts:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include section 2 of this document (including sub-sections 2.a to 2.h, inclusive) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The **CITY** further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

*Provided*, that the above equal opportunity clause is not applicable to the **CITY** if it does not participate in work on or under the Contract.

The **CITY** agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The **CITY** further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the **CITY** agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the **CITY**; and refer the case to the Department of Justice for appropriate legal proceedings.

**3. Appendix II (D) – Davis-Bacon Act & Copeland “Anti-Kickback” Act:** For all prime construction contracts in excess of \$2,000 awarded by Carson City:

(a) Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

(1) Minimum wages —

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must 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.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(2) The classification is used in the area by the construction industry; and

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

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(D) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls —

(i) Basic record requirements —

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements —

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

permissible deductions as set forth in 29 CFR part 3; and

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

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

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access —

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job,

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(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 must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(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.

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause provided in paragraph 3(b)(1) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include sub-section 3(b) (including all sub-paragraphs thereunder) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) A breach of sub-section 3(b) (including all paragraphs thereunder) may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**4. Appendix II (E) – Contract Work Hours and Safety Standards Act:** For contracts awarded by Carson City in excess of \$100,000 that involve the employment of mechanics or laborers, the following applies:

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

(a) Compliance with the Contract Work Hours and Safety Standards Act.

(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 4(a)(1) of this document or 29 CFR § 5.5(b)(1) 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 4(a)(1) of this document or 29 CFR § 5.5(b)(1), in the sum of \$27 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 4(a)(1) of this document or 29 CFR § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The City 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 4(a)(1) of this document or 29 CFR § 5.5(b)(1).

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

**5. Appendix II (F) – Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the City (or its subrecipient) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City (or its subrecipient) must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**6. Appendix II (G) – Clean Air Act and the Federal Water Pollution Control Act, as amended:**

(a) Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

(1) *Clean Air Act.* The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

requirements in each subcontract exceeding \$150,000.

(2) *Federal Water Pollution Control Act.* The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

**7. Appendix II (H) – Debarment and Suspension (Executive Orders 12549 and 12689):** If the Contract is for a covered transaction purposes of 2 CFR Part 180 and 2 CFR Part 3000, in addition to the requirements at paragraphs 24.1.1 and 24.1.2 of the Contract:

- (a) The Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (b) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Appendix II (I) – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the Contractor and any subcontractors with subcontracts for more than \$100,000 shall file the required certification set forth at Appendix A of 44 CFR Part 18. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to the federal awarding agency.

**9. Appendix II (J) – Procurement of recovered materials (2 CFR § 200.323):** In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be (1) acquired competitively within a timeframe providing for compliance with the contract performance schedule; (2) meet contract performance requirements; or (3) acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**10. Appendix II (K) –Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216):**

- (a) *Prohibitions.* Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR 200.216 prohibit the head of an executive

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception in subsection 10(b) of this document applies, the Contractor and its subcontractors may not use federal funds derived through the Contract to: (i) procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) *Exceptions.* Nothing in section 11 prohibits the Contractor from providing: (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to: (i) covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system; or (ii) other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(c) *Reporting Requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the following to the City:

(1) within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended;

and

(2) within 10 business days of submitting the information in paragraph 11(c)(1) of this document:

Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of section 11, including this subsection 11(d), in all subcontracts and other contractual instruments.

**Federally Funded Projects**  
**2 CFR Part 200, Appendix II Requirements**

**11. Appendix II (L) – Domestic preferences for procurements (2 CFR 200.322):** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY OR  
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Sierra Nevada Construction, Inc.  
Name of Contractor or Subcontractor

Kevin L. Robertson, President  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

May 14, 2024  
Date

**CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Date May 14, 2024Company Sierra Nevada Construction, Inc.Address P.O. Box 50760, Sparks, Nevada 89435Phone 775-355-0420Fax Number 775-355-0535Proposer  
(Signature) K. L. RobertsonProposer  
(Print Name) Kevin L. RobertsonPosition  
with Company President

Note: This form must be filled in and submitted with the sealed proposal.

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

STATE OF Nevada }  
COUNTY OF Washoe } SS

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

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

(Insert Exceptions, attach additional sheets)

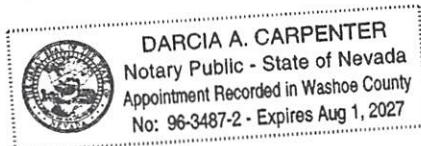
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the **City of Carson City** will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating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

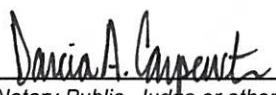
  
\_\_\_\_\_  
Signature

Kevin L. Robertson, President  
\_\_\_\_\_  
Title

Sworn to before me this 14th day of May, 2024

(SEAL)



  
\_\_\_\_\_  
Notary Public, Judge or other Official

**Certification of Authorization and Understanding**

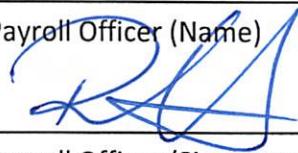
Project Name: District 1 Lompa Lane Pavement Preservation

Project Number: P303524003, P303524001

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

**Rachael Hunter**

Payroll Officer (Name)



Payroll Officer (Signature)

**Sierra Nevada Construction, Inc.**

(Name of Contractor/Subcontractor)

By



(Owner's Signature)

**Kevin L. Robertson, President**

(Title)

**25565**

(Contractor/Subcontractor License Number)

**May 14, 2024**

(Date)

**Conflict of Interest Disclosure Form**

Date: May 14, 2024

Project: P303524003, P303524001

Title: District 1 Lompa Lane Pavement Preservation Project

Name: Kevin L. Robertson

Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: May 14, 2024

**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.

Kevin L. Robertson  
Name (please type or print)

  
Signature

President  
Title

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<p><b>1. Type of Federal Actions:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>			<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>			<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>		
<p><b>4. Name and Address of Reporting Entity:</b> Prime <input type="checkbox"/> Sub-awardee  Tier _____, if known:</p> <p>Congressional District, if known:</p>			<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p>					
						<p>Congressional District, if known:</p> <p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>		
<p><b>8. Federal Action Number, if known:</b></p>			<p><b>9. Award Amount, if known:</b> \$ _____</p>					
<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>			<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>					
						<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply):</b></p> <p><input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>			<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>					
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>								
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>								
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>								
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>			<p>Signature: </p> <p>Print Name: Kevin L. Robertson</p> <p>Title: President</p> <p>Telephone No.: 775-355-0420 Date: May 14, 2024</p>					
<p>Federal Use Only:</p>			<p>Authorized for Local Reproduction Standard Form - LLL</p>					

## 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.

## Unique Entity ID

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by [SAM.gov](#)) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

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

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

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



# SIERRA NEVADA CONSTRUCTION INC

Unique Entity ID <b>ECUFL5LJ8M6</b>	CAGE / NCAGE <b>3WUU1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 23, 2025</b>	
Physical Address <b>2055 E Greg ST Sparks, Nevada 89431-6561 United States</b>	Mailing Address <b>PO Box 50760 Sparks, Nevada 89435-0760 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Apr 25, 2024</b>	Submission Date <b>Apr 23, 2024</b>	Initial Registration Date <b>Jun 17, 2004</b>
--	--	--

## Entity Dates

Entity Start Date <b>Mar 2, 1988</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**No**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

Apr 25, 2024 05:50:47 PM GMT  
<https://sam.gov/entity/ECUFL5LJ8M6/coreData?status=null>

## Exhibit B

Active Exclusions Records?

No

## SAM Search Authorization

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

Yes

## Entity Types

## Business Types

Entity Structure	Entity Type	Organization Factors
<b>Corporate Entity (Not Tax Exempt)</b>	<b>Business or Organization</b>	(blank)
Profit Structure		
<b>For Profit Organization</b>		

## Socio-Economic Types

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

## Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
------------------------------	------------------------

<b>No</b>	<b>No</b>
-----------	-----------

EFT Indicator	CAGE Code
<b>0000</b>	<b>3WUU1</b>

## Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
<b>Checking</b>	<b>*****14</b>	(blank)
Financial Institution	Account Number	
<b>HERITAGE BANK ADO GLACIER BANK</b>	<b>*****54</b>	

## Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
<b>7752840407</b>	<b>(blank)</b>	<b>(blank)</b>
Fax		
<b>(blank)</b>		

## Remittance Address

**SIERRA NEVADA CONSTRUCTION, INC.**  
**P.O. Box 50760**  
**Sparks, Nevada 89435**  
**United States**

## Taxpayer Information

EIN	Type of Tax	Taxpayer Name
<b>*****5093</b>	<b>Applicable Federal Tax</b>	<b>SIERRA NEVADA CONSTRUCTION INC</b>
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
<b>2023</b>	<b>Cfo</b>	<b>Apr 23, 2024</b>
Address	Signature	
<b>2055 E Greg ST</b>	<b>Marc Markwell</b>	
<b>Sparks, Nevada 89431</b>		

## Points of Contact

## Accounts Receivable POC

**M\***  
**MELANIE STEELMAN, OFFICE MANAGER**  
**MSTEELMAN@SNC.BIZ**  
**7753550420**



Line #	Description	QTY	UOM	Sierra Nevada Construction, Inc.	
				Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$20,000.00	20000
1.2	Traffic Control	1	LS	\$74,878.70	74878.7
1.3	Type 3-Modified Rapid Setting Slurry Seal	33467	SY	\$3.00	100401
1.4	Wide Crack Repair	572	LF	\$50.00	28600
1.5	Pavement Patch	10067	SF	\$17.00	171139
1.6	Demo & Remove Sidewalk, Curb, and Gutter	115	SF	\$50.00	5750
1.7	Install AC Driveway	168	SF	\$50.00	8400
1.8	6" White Solid Stripe (Bike Lane)	5667	LF	\$1.10	6233.7
1.9	8" White Solid Stripe (Turn Pockets)	370	LF	\$1.50	555
1.10	6" White Dotted Stripe	516	LF	\$1.10	567.6
1.11	4" Double Solid Yellow Stripe	1968	LF	\$1.50	2952
1.12	4" Broken Yellow TWTL	2575	LF	\$1.10	2832.5
1.13	24" White Crosswalk Bars	385	LF	\$7.50	2887.5
1.14	24" White Stop Bars	230	LF	\$7.50	1725
1.15	Yield Bar Shark Teeth	30	EA	\$35.00	1050
1.16	Right, Left, and Thru Turn Arrows	15	EA	\$75.00	1125
1.17	"ONLY"	2	EA	\$100.00	200
1.18	Bike Symbol with Arrow	10	EA	\$175.00	1750
1.19	Paint Median Nose Yellow	3	SF	\$30.00	90
1.20	Install Sign Panel on Existing Post	3	EA	\$150.00	450
1.21	Remove and Replace Signpost	9	EA	\$850.00	7650
1.22	Remove Existing Sign Post and Anchor	1	EA	\$150.00	150
1.23	Install Guideposts	12	EA	\$135.00	1620
Schedule A: Base Bid Items		1	EA	\$441,007.00	

Carson City is recommending award to Sierra Nevada Construction Inc. and is tentatively scheduled for approval and award at the June 12, 2024 Regional Transportation Commission meeting.

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## STAFF REPORT

<b>Report To:</b>	Regional Transportation Commission	<b>Meeting Date:</b>	June 12, 2024
<b>Staff Contact:</b>	Dan Kelsey, Transit Coordinator		
<b>Agenda Title:</b>	For Possible Action - Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5310 grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) for \$241,866 subject to a 20% local match estimated to be \$48,373, to fund capitalized operating expenses for Jump Around Carson’s (“JAC”) paratransit service, JAC Assist.		
	<p>Staff Summary: CAMPO is requesting grant applications for FTA Section 5310 funding for Federal Fiscal Year (“FFY”) 2024. FTA Section 5310 grants provide funding to enhance the mobility of seniors and individuals with disabilities. The proposed application to CAMPO seeks \$193,493 in federal funding for JAC Assist's capitalized operating expenses with a minimum of a 20% local match, estimated to total \$48,373, for a total expense of \$241,866. Grant applications will be accepted through June 24, 2024.</p>		
<b>Agenda Action:</b>	Formal Action / Motion	<b>Time Requested:</b>	5 minutes

---

### Proposed Motion

I move to approve Resolution Number 2024-RTC-R-1.

### Board's Strategic Goal

N/A

### Previous Action

N/A

### Background/Issues & Analysis

CAMPO released an FTA Section 5310 Call for Projects on May 22, 2024. CAMPO, as the recipient of 5310 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a small urbanized area because its population is under 200,000. A determination of funding allocation and award by CAMPO is estimated to take place at the July 10, 2024, CAMPO meeting. The grant application has been developed by staff in response to CAMPO's notice of funding availability. Available funding for operations is provided at 50% federal share, and funding for capital, including capitalized operating expenses, is provided at 80% federal share.

JAC Assist is an Americans with Disabilities Act (ADA) complementary paratransit service. This is "origin to destination" transportation service for persons with disabilities who cannot use the regular

bus service. It is primarily a curb-to-curb service, but door-to-door service is provided upon request. If awarded, FTA Section 5310 funding will be used to fund capital operating expenses for JAC Assist. FTA Section 5307 grant funds are also eligible to fund JAC Assist for operating expenses but only at a 50% federal share; therefore, Section 5310 funding is preferred.

**Applicable Statute, Code, Policy, Rule or Regulation**

49 U.S.C. 5310; NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Transit Fund, Federal Grants revenue account / 2253081-431010; Transit Fund, and Transit Fund, Operating Contract account / 2253026-500331.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Capitalized operating expense for JAC Assist is built into the budget at an anticipated rate of 80% federal and 20% local.

**Alternatives**

Do not approve the proposed resolution and provide alternate direction to staff.

**Attachment(s):**

[5E\\_RTC\\_Exhibit-1 JAC FFY24 5310 CAMPO\\_Grant Application.pdf](#)

[5E\\_RTC\\_Exhibit 2 Proposed Resolution.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



**Grant Application Packet for  
Federal Transit Administration  
Section 5310 Program  
Apportionment Funding for  
Federal Fiscal Years (FFY) 2024**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 Program funds. An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Funding from the FTA Section 5310 Program occurs in the form of a **reimbursement grant**. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow all FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through this program, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a Small Urbanized area of under 200,000 population. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Rebecca Bustos, Grant Analyst  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7045  
E-mail: [rbustos@carson.org](mailto:rbustos@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is June 24, 2024\*\*\***

## Grant Program Information

### **FTA Section 5310 Program - Enhanced Mobility of Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

### **Eligible Activities/Purchases**

The Section 5310 funds are available for capital and operating expenses to support the provision of transportation services to address the specific needs of seniors and individuals with disabilities. All projects must either be situated in the CAMPO Area or may originate in a rural area and provide service with the CAMPO area.

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects. Up to 10% may be used for program administration):

- buses and vans – additional requirements apply.
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Projects must be included as part of local Coordinated Human Services Transportation Plan (or similar) and must be planned, designed, and carried out to meet the specific needs of senior persons and individuals with disabilities. Additional eligibility requirements can be found in FTA Circular C 9070.1G. <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>

### **Match**

The federal share of eligible capital or capitalized costs may not exceed 80 percent, and 50 percent for standard operating assistance. The 10 percent that is eligible to fund program administrative costs including administration, planning, and technical assistance may be funded at 100 percent federal share. The federal share may exceed 80 percent for certain projects related to ADA and Clean Air Act (CAA) compliance.

## Available Funding

- Federal Fiscal Year 2024 - \$193,493

## Statutory References

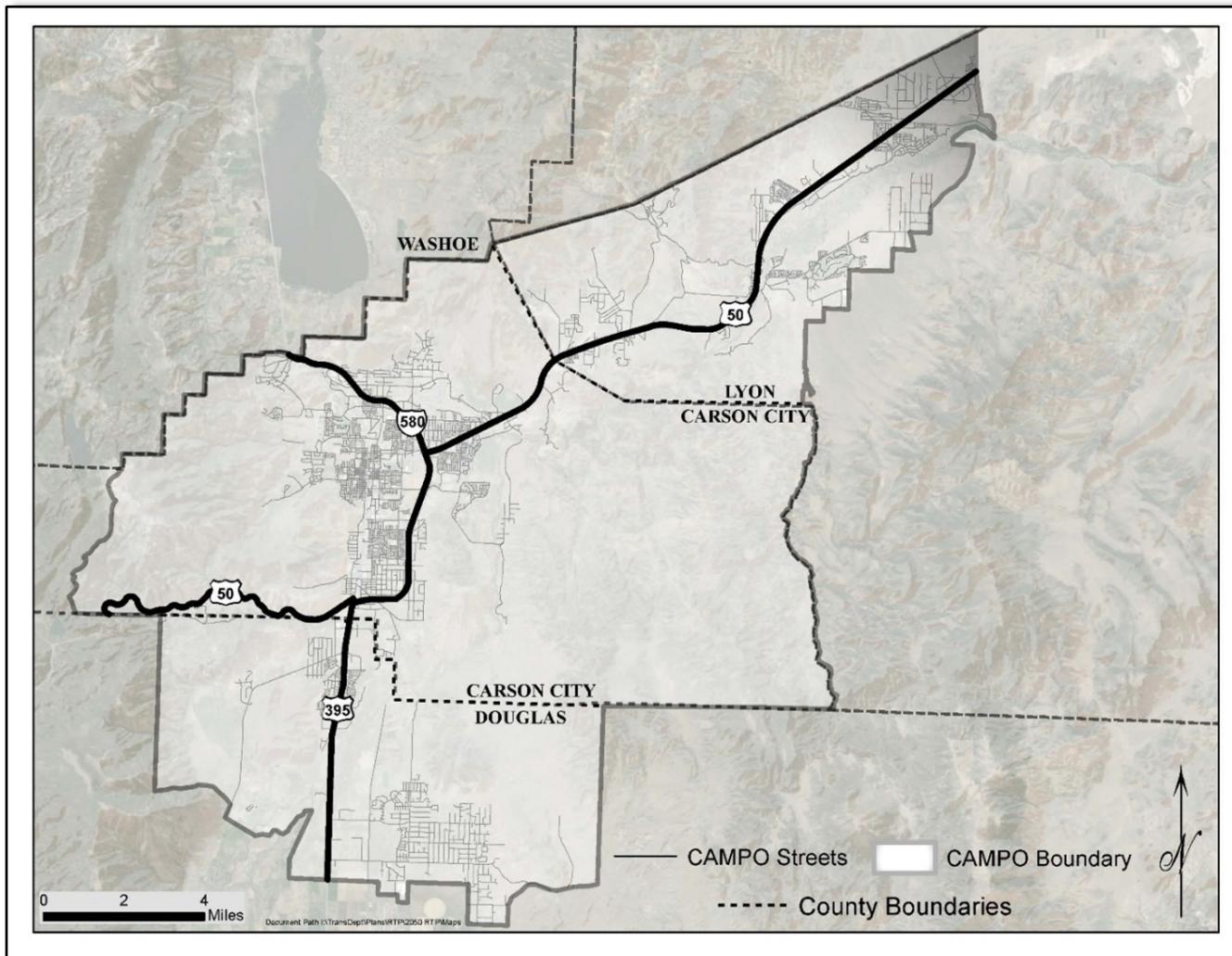
49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST) / Infrastructure, Investment and Jobs Act (IIJA). Additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

## Map of CAMPO



## Application Process

Completed applications should be submitted to:

Rebecca Bustos  
[rbustos@carson.org](mailto:rbustos@carson.org)

Email Subject: Grant Application for Federal Transit Administration Section 5310 Program –  
*Organization Name*

Applications can be completed either as a Microsoft Word Document or a PDF.

**Grant applications must be submitted by 5:00 pm on the noticed deadline of June 21, 2024.**

Applications received will be screened for completeness and eligibility prior to evaluation and consideration of award.

Application Schedule:

- Release Date - May 21, 2024
- Grant Application Submission Due – June 21, 2024
- Anticipated Award by CAMPO – July 10, 2024

## Required Information

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

CAMPO will use the following criteria to evaluate submitted grant applications:

### Evaluation Criteria

- Eligibility of Organization
- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Upon completion of the selection process, CAMPO will coordinate with the project applicant to submit the necessary FTA documentation.

**Grant Application  
for  
Federal Transit Administration  
Section 5310 Program  
Apportionment Funding**

## General Information

### **Brief Project Description:**

### **Name of Organization:**

### **Type of Organization:**

Private Non-Profit       Operator of Public Transportation Services  
 State/Local Governmental Entity       Tribal Agency (Sovereign Nation)  
 Other

Applicants should provide documentation that they are an eligible organization.

## Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

### **FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

**5310 Capital Funds (general)**

Amount Requested: \$193,493

**5310 Capital Funds (compliance with ADA)**

Amount Requested:

**5310 Capital Funds (compliance with Clean Air Act)**

Amount Requested:

**5310 Operating Funds**

Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

## **Applicant/Organization Information**

**Physical Address:**

**Mailing Address (if different from physical address):**

**Contact Person:**

Title:

Phone Number:

Email Address:

**Applicant Federal ID#:**

**Applicant UEI#:**

**Organization's mission statement and/or describe the organization's vision:**

**Detailed description of your organization:**

**Detailed description of your existing transportation program/services:**

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

## Project Information

### **Project Description:**

#### **Type of Service funding is requested for:**

<input type="checkbox"/> Senior Center/Disabled Workshop	<input type="checkbox"/> Deviated Fixed Route
<input type="checkbox"/> Fixed Route	<input type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door)
<input type="checkbox"/> Other (describe)	

#### **Clientele served by service/purchase/program (check all that apply):**

<input type="checkbox"/> Elderly (60+ years old)	<input type="checkbox"/> Low Income/Welfare
<input type="checkbox"/> Persons with disabilities	<input type="checkbox"/> General Public
<input type="checkbox"/> Other	

#### **Area Served (check all that apply):**

<input type="checkbox"/> Small Urbanized Area (50,000 – 200,000 population)	<input type="checkbox"/> Lyon County
<input type="checkbox"/> Non-Urbanized Area (Rural under 50,000 population)	<input type="checkbox"/> Carson City
<input type="checkbox"/> Douglas County	<input type="checkbox"/> Other

#### **Does the project include vehicle purchases?:**

<input type="checkbox"/> Yes (Additional Form Required)	<input type="checkbox"/> No
---	-----------------------------

Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

### **Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)	Estimated Cost
	<b>Total Quantity</b>	<b>Total Estimated Cost</b>

Procurement must follow CAMPO's Policies and Procedures Manual, available upon request of CAMPO.

## **Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses</b>		<b>Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Expenses</b>	<b>Total Revenue</b>	<b>Total Expenses minus Revenue</b>	<b>Optional Match</b>
<b>Capital Expenses</b>		<b>Local Match (20% General / 15% ADA / 10% Clean Air)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
<b>Total Capital</b>		<b>Total Match</b>	
<b>Administrative Expenses</b>		<b>Optional Local Match</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>

## **Required Documentation for 5310 or 5339 Funding**

Applicants may attach a copy of the required document to the application, provide a link to the document, or ensure the document is available upon request.

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO subrecipients of Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

## **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

## **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Equal Employment Opportunities Program**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

## **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

## Appendix A

### Links to Resources and Required Documentation

#### Certifications and Assurances

[Chrome-extension://efaidnbmnnibpcajpcglclefindmkaj/https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-03/FY24-certifications.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-03/FY24-certifications.pdf)

#### Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

#### United States Department of Transportation (USDOT)

[www.dot.gov](http://www.dot.gov)

#### Federal Transit Administration (FTA)

[www.fta.dot.gov](http://www.fta.dot.gov)

#### Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

#### Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB “Super Circular” or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### Civil Rights (ADA, DBE, Title VI, EEO)

[www.fta.dot.gov/civil\\_rights.html](http://www.fta.dot.gov/civil_rights.html)

#### Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse- and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### Transit Asset Management

<https://www.transit.dot.gov/TAM>

#### SAM.GOV Register or Update the Unique Entity Identifier (UEI)

<https://sam.gov/content/home>

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## ATTACHMENT A

### Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

### TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

### Title VI Plan

<https://www.carson.org/government/departments-g-z/public-works/transportation/jac-jump-around-carson>

### DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument/82178/638010869326700000>

Training Policy : Available Upon Request

Drug and Alcohol Policy : Available Upon Request

### ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>

### EEO Policy

<https://www.carson.org/home/showpublisheddocument/64988/636870292059330000>

Annual Certifications and Assurances : Available Upon Request

## **Appendix B** **AUTHORIZING RESOLUTION**

APPLICANT \_\_\_\_\_

Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
Printed Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**RESOLUTION NO: 2024-RTC-R-1****A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A FEDERAL TRANSIT ADMINISTRATION / CARSON AREA METROPOLITAN PLANNING ORGANIZATION GRANT UNDER 49 USC CHAPTER 53.**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration to support transportation projects under 49 USC Chapter 53; and

**WHEREAS**, the Carson Area Metropolitan Planning Organization (“CAMPO”) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs;

**NOW, THEREFORE**, the Carson City Regional Transportation Commission (“RTC”) resolves that:

(1) The RTC Chairperson is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

(2) The Carson City Transit Coordinator is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

Upon motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_th day of \_\_\_\_, 2024 by the following vote.

VOTE:      AYES: \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_

NAYS: \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_  
                   \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
 Lori Bagwell, Chair



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 12, 2024

**Staff Contact:** Dan Kelsey, Transit Coordinator

**Agenda Title:** For Possible Action - Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5339 grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) for (1) the purchase of a transit vehicle for \$169,951 with a 15% match estimated to be \$25,493; and (2) maintenance improvements to various bus stops located in redevelopment areas of Carson City, including American with Disabilities Act (“ADA”) planned improvements at the downtown transit center for \$148,088, with a 20% match estimated to be \$29,618.

Staff Summary: CAMPO is requesting grant applications for FTA Section 5339 funding for Federal Fiscal Years (“FFY”) 2022, 2023, and 2024. FTA Section 5339 grants provide funding for bus purchases and bus facilities, including bus stops improvements. The FTA Section 5339 application to CAMPO seeks a total of \$262,928 in FTA Section 5339 funding, plus \$55,111 in required local match, for a total expense of \$318,039 to purchase an ADA compliant transit vehicle and to provide bus stop facility maintenance improvements. Grant applications will be accepted through June 24, 2024.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

### Proposed Motion

I move to approve Resolution Number 2024-RTC-R-2.

### Board's Strategic Goal

N/A

### Previous Action

#### Background/Issues & Analysis

CAMPO released an FTA Section 5339 Call for Projects on May 22, 2024. CAMPO, as the recipient of 5339 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a small, urbanized area because its population is under 200,000. A determination of funding allocation and award by CAMPO is estimated to take place at the July 10, 2024, CAMPO meeting.

Funding is available to public agencies and private non-profit organizations operating public transportation and based in the CAMPO region. The grant application has been developed by staff in response to CAMPO's notice of funding availability for the purchase of a replacement transit vehicle and to make bus stop facility improvements. Available funding for vehicle purchases and capital improvements require a local match that varies between 10% and 20% depending on the type of purchase.

The available FTA Section 5339 funding includes:

- FFY 2022 - \$28,018
- FFY 2023 - \$116,440
- FFY 2024 - \$118,470

Jump Around Carson ("JAC") currently owns six paratransit vehicles and ten fixed-route vehicles. Four of those vehicles have met their useful life benchmark and two others are expected to meet their useful life benchmark in Fiscal Year ("FY") 2025 as described by JAC's Transit Asset Management Plan. Grant funding will be applied to purchase a replacement vehicle of less than or equal to 30-feet. Funding for the replacement of the other vehicles is available through existing FTA grant apportionments as shown in Exhibit 3.

Additionally, many of JAC's bus stop facilities are in need of maintenance and are not ADA compliant, as existing stops don't have sufficient pads or are located along sidewalks that are missing curb ramps. A portion of the grant application is to construct ADA access to, and at, existing bus stop locations and to provide other improvements such as improved or replaced shelters, lighting, fencing, trash cans, and signs.

**Applicable Statute, Code, Policy, Rule or Regulation**

49 U.S.C. 5339; NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** For revenues - Transit Fund, Federal Grants revenue account / 2253082-431010.

For expenses - Transit fund, Facility Upgrade expense account / 2253026-507712;  
Transit Fund, Vehicle Replacement expense account / 2253026-507705.

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If approved, the Transit Fund, Federal Grants revenue account budget / 2253082-431010 would be augmented/increased by \$262,928 in FY 2025 for the grant. Funding for the vehicle purchase consisting of \$144,458 in FTA Section 5339 funds and \$25,493 in the required local match which will be augmented as part of the FY 2025 budget in the Vehicle Replacement account, 2253025-507705. Matching funds for vehicle purchases would come from the CC OPS MATCH revenue account, 2253026-481013 in either FY 2025 or FY 2026 (it is likely this vehicle would not be received until FY 2026, due to 8-12 month lag time). Funding for the bus stop facilities consisting of \$118,470 in FTA Section 5339 has been included as part of the Facility Upgrade expense account, 2253026-507712 in FY 2025. The matching funds of \$29,618 for bus stop facility improvements is anticipated to be provided from a variety of sources including the Redevelopment Authority Fund through the annual sidewalk replacement project and the Regional Transportation Fund through the annual Performance District project cycle when required ADA improvements are

constructed.

**Alternatives**

Do not approve the proposed resolution and provide alternate direction to staff.

**Attachment(s):**

[5F\\_RTC\\_Exhibit 1 Jump Around Carson JAC Grant Application for Section 5339 Program Funds.pdf](#)

[5F\\_RTC\\_Exhibit 2 Proposed Resolution.pdf](#)

[5F\\_RTC\\_Exhibit 3 - JAC Vehicle Purchase Fund Summary.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

(Vote Recorded By)

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**Grant Application Packet for Federal Transit  
Administration Section 5339(a) Program  
Apportionment Funding for Federal Fiscal  
Years (FFY) 2022, 2023, and 2024**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5339(a) Program funds. An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Funding from the FTA Section 5339(a) Program occurs in the form of a **reimbursement grant**. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow all FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through this program, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a Small Urbanized area of under 200,000 population. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Rebecca Bustos, Grant Analyst  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7045  
E-mail: [rbustos@carson.org](mailto:rbustos@carson.org)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is June 24, 2024\*\*\***

## Grant Program Information

### **Grants for Buses and Bus Facilities Formula Program – 5339(a)**

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

### **Eligible Recipients**

Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities within the CAMPO Region that operate fixed route bus service that are eligible to receive direct grants under 5307 and 5311.

### **Eligible Activities/Purchases**

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. (Note: additional competitive grants are available under FTA Section 5339(b) and 5339(c). Please contact CAMPO if interested in these grant programs.)

### **Match**

The federal share of eligible capital costs may not exceed 80 percent, except for the purchase of certain low/no-emission vehicles or vehicles for compliance with ADA or the Clean Air Act (CAA) (85%), or for certain bus-related equipment and facilities related to the ADA, the Clean Air Act (CAA), (90%).

### **Available Funding**

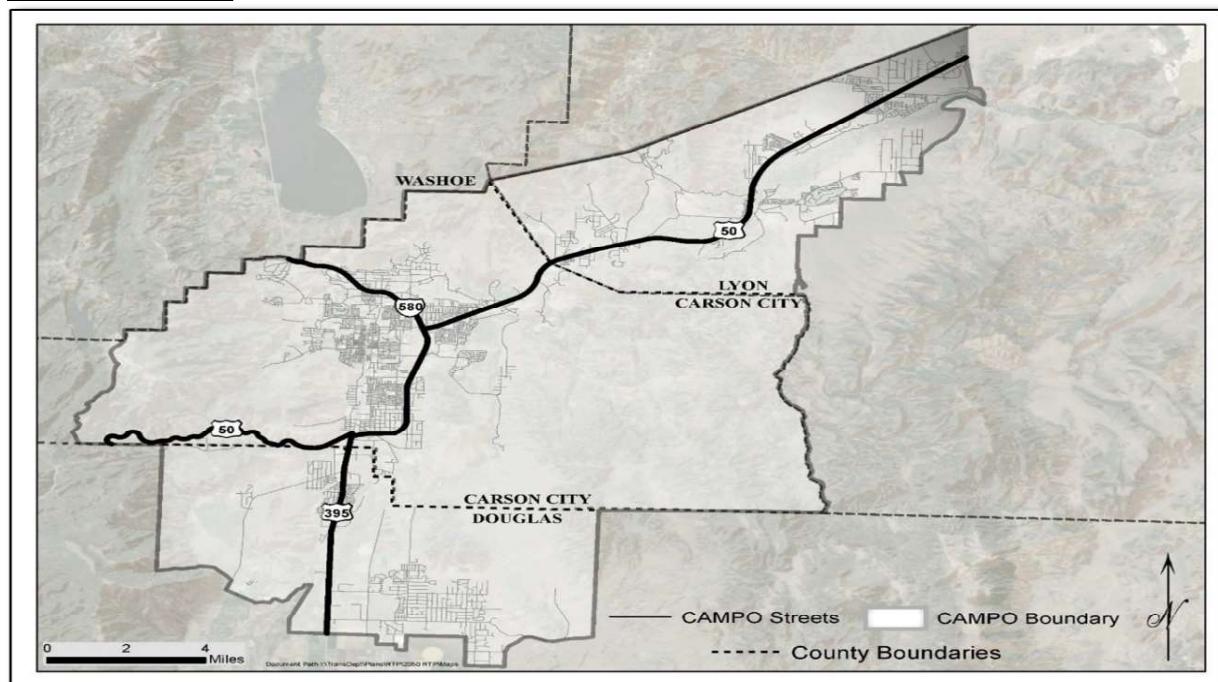
- Federal Fiscal Year 2022 - \$28,018
- Federal Fiscal Year 2023 - \$116,440
- Federal Fiscal Year 2024 - \$118,470

### **Statutory References** 49

U.S.C. Section 5339(a)

49 U.S.C. Section 5323

### **Map of CAMPO**



## Application Process

Completed applications should be submitted to:

Rebecca Bustos  
[rbustos@carson.org](mailto:rbustos@carson.org)

Email Subject: Grant Application for FTA Section 5339(a) Program – *Organization Name*

Applications can be completed either as a Microsoft Word Document or a PDF.

**Grant applications must be submitted by 5:00 pm on the noticed deadline of June 24, 2024.**

Applications received will be screened for completeness and eligibility prior to evaluation and consideration of award.

Application Schedule:

- Release Date – May 21, 2024
- Grant Application Submission Due – June 24, 2024
- Anticipated Award by CAMPO – July 10, 2024

## Required Information

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

CAMPO will use the following criteria to evaluate submitted grant applications:

### Evaluation Criteria

- Eligibility of Organization
- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment

Upon completion of the selection process, CAMPO will coordinate with the project applicant to submit the necessary FTA documentation.

**Grant Application  
for  
Federal Transit Administration  
Section 5339(a) Program  
Apportionment Funding**

## **General Information**

**Brief Project Description:** Funding to be used toward the replacement of a paratransit vehicle and transit center facility upgrades.

**Name of Organization:** Jump Around Carson

**Type of Organization:**

Private Non-Profit       Operator of Public Transportation Services  
 State/Local Governmental Entity       Tribal Agency (Sovereign Nation)  
 Other

Applicants should provide documentation that they are an eligible organization.

## **Funding Category & Amount**

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

### **FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

**5339(a) General Capital or Vehicle Purchases (20% match required)**

Amount Requested: \$118,470

**5339(a) Vehicle Purchases for Compliance with ADA or Clean Air Act (15% match required per 49 U.S.C. 5323)** \$144,458

Amount Requested:

**5339(a) Capital for Vehicle Related Equipment of Facilities for Compliance with ADA or Clear Air Act (10% match required)**

Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

### **Applicant/Organization Information**

**Physical Address:** 3770 Butti Way, Carson City, Nevada 89701

**Mailing Address (if different from physical address):**

**Contact Person:** Dan Kelsey

Title: Transit Coordinator

Phone Number: 775-283-7583

Email Address: Dkelsey@carson.org

**Applicant Federal ID#:** 6825

**Applicant UEI / DUNS#:** DTBPJMA2QFC8

**Organization's mission statement and/or describe the organization's vision:**

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

**Detailed description of your organization:**

JAC is Carson City's public transit system serving the community with a fleet of bright white, purple and green buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission, RTC.

**Detailed description of your existing transportation program/services:** JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC Assist is a dial-a-ride service providing scheduled rides across Carson City.

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge.

## **Project Information**

### **Project Description:**

A portion of the funding will be used for replacement rolling stock that will have met its useful life and is eligible for replacement, and will be used to fund costs associated with facility maintenance and improvements to bus and bus stops in redevelopment areas of Carson City including the downtown transit center. Bus and bus stop facility improvements can include items such as ADA compliance, new or replacement shelters, shading, fencing, signing, and lighting.

### **Type of Service funding is requested for:**

<input type="checkbox"/> Senior Center/Disabled Workshop	<input type="checkbox"/> Deviated Fixed Route
<input checked="" type="checkbox"/> Fixed Route	<input type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door)
<input type="checkbox"/> Other (describe)	

### **Clientele served by service/purchase/program (check all that apply):**

<input checked="" type="checkbox"/> Elderly (60+ years old)	<input type="checkbox"/> Low Income/Welfare
<input checked="" type="checkbox"/> Persons with disabilities	<input checked="" type="checkbox"/> General Public
<input type="checkbox"/> Other	

### **Area Served (check all that apply):**

<input checked="" type="checkbox"/> Small Urbanized Area (50,000 – 200,000 population)	<input type="checkbox"/> Lyon County
<input type="checkbox"/> Non-Urbanized Area (Rural under 50,000 population)	<input checked="" type="checkbox"/> Carson City
<input type="checkbox"/> Douglas County	<input type="checkbox"/> Other

### **Does the project include vehicle purchases?:**

<input checked="" type="checkbox"/> Yes (Additional Form Required)	<input type="checkbox"/> No
--	-----------------------------

### **Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)	Estimated Cost		
1	ADA Accessible Bus less than or equal to 30-feet.	Fed = \$144,458 15% Match=\$25,493		
	<b>Total Quantity</b>	<b>1</b>	<b>Total Estimated Cost</b>	<b>\$169,951</b>

Procurement must follow CAMPO's Policies and Procedures Manual, available upon request of CAMPO.

## **Project Budget**

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Capital Expenses</b>		<b>Local Match (Match Varies per Above)</b>	
<b>Description</b>	<b>Amount</b>	<b>Description</b>	<b>Amount</b>
Federal portion for Project Expense	\$ 118,470.00	Local portion/Match General fund	\$ 29,618.00
Vehicle Purchase	\$ 144,458.00	Local Match	\$ 25,493.00
<b>Total Capital Request</b>	<b>\$ 262,928.00</b>	<b>Total Match Request</b>	<b>\$ 55,111.00</b>

## **Required Documentation for Section 5310 or 5339(a) Funding**

Applicants may attach a copy of the required document to the application, provide a link to the document, or ensure the document is available upon request.

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO subrecipients of Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

## **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

## **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Equal Employment Opportunities Program**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

## **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

## **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B for draft). Alternative resolution forms maybe accepted.

## Appendix A

### Links to Resources and Required Documentation

#### *Certifications and Assurances*

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

#### *Fixing America's Surface Transportation (FAST) Act*

<https://www.transit.dot.gov/FAST>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

#### *OMB "Super Circular" or 2 C.F.R. 200*

[https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative- requirements-cost-principles-and-audit- requirements-for-federal-awards](https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards)

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://www.fta.dot.gov/civil_rights.html)

#### *Drug and Alcohol Regulations*

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse- and-prohibited-drug-use-in-transit-operations>

#### *United States of American Department of Transportation FTA Master Agreement*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *Data Universal Numbering System (DUNS) information*

<https://www.dnb.com/duns-number.html>

#### *Coronavirus Response and Relief Supplemental Appropriations Act of 2021*

[https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations- act-2021](https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021)

#### *American Rescue Plan Act of 2021*

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

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**RESOLUTION NO: 2024-RTC-R-2****A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A FEDERAL TRANSIT ADMINISTRATION / CARSON AREA METROPOLITAN PLANNING ORGANIZATION GRANT UNDER 49 USC CHAPTER 53.**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration to support transportation projects under 49 USC Chapter 53; and

**WHEREAS**, the Carson Area Metropolitan Planning Organization (“CAMPO”) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs;

**NOW, THEREFORE**, the Carson City Regional Transportation Commission (“RTC”) resolves that:

(1) The RTC Chairperson is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

(2) The Carson City Transit Coordinator is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

Upon motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_ th day of \_\_\_\_, 2024 by the following vote.

VOTE:      AYES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAYS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
 Lori Bagwell, Chair

**Vehcile Purchases Summary**

<b>Revenue Grant No.</b>	<b>Available Activity Amount</b>	Purchase Vehicles <=30 feet		<b>Purchase Vehicle 35 feet</b>
NV-2021-021, FY 2019 5339	122,405		122,405.00	
NV-2021-019, FY 2019 5339b	455,000		455,000.00	
NV-2020-009, CARES	127,214	127,214.00		
NV-2024-001, FY 2021 5307	411,670	411,670.00		
CAMPO Application- FY22, FY23 and FY24 5339	144,458	144,458.00		
Local Match	314,742	98,141.00	216,601.00	
<b>Total Revenue</b>	<b>1,575,489</b>	<b>781,483</b>	<b>794,006</b>	<b>0</b>

<b>Expense</b>	<b>Activity Expense</b>			
FY 2022 Budget - Vehicles 4238 and 4239 (Para)	360,000	360,000		
FY 2023 Budget - Vehicles 4241 and 4242 (Para)	380,000	380,000		
FY 2024 Budget - Vehicles 4243 and 4244 (Fixed)	730,000		730,000	
FY 2025 Budget - No replacement planned				
<b>Total Expenses</b>	<b>1,470,000</b>	<b>740,000</b>	<b>730,000</b>	<b>-</b>
<b>Difference</b>	<b>105,489</b>	<b>41,483</b>	<b>64,006</b>	<b>-</b>



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 12, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** Transportation Manager's Report

**Agenda Action:** Other / Presentation      **Time Requested:** 5 minutes

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**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

[6A\\_RTC\\_12JUN24\\_Exhibit 1 - FY 2025 225 Transit Fund Final Budget.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

## FY25 Projected Budget/FUND MAP - Trans Dept 225

Supplemental Request

ORG	OBJ	Revenue	Tentative Budget Amount - RTC	Board Approved Changes	Other Changes and Corrections	Final Budget Amount	JAC Fare Revenue	State Grants - DHCFP (reportable as fares)	Federal Grants - FTA	State Grants - ADSD (eligible as match)	Interest Income	Advertising Revenue	CC FTA 5307 OPS MATCH	Beginning Fund Balance
2253081	431010	FEDERAL GRANTS - FTA	1,571,029	138,023	(87,022)	1,622,030.00			1,622,030.00					
2253081	434010	STATE GRANTS - DHCFP & ADSD	126,657			126,657.00		18,657.00		108,000.00				
2253080	443310	JAC FARE REVENUE	105,000			105,000.00	105,000.00							
2250088	461010	INTEREST INCOME	2,000			2,000.00					2,000.00			
2253080	463150	ADVERTISING	10,000			10,000.00					10,000.00			
2250091	481013	CC FTA 5307 OPS Match	629,800	87,837		717,637.00							717,637.00	
2250099	495000	BEGINNING FUND BALANCE	5,000		84,702	89,702.00								89,702
<b>Total Revenue</b>			<b>2,449,486</b>	<b>225,860</b>	<b>(2,320)</b>	<b>2,673,026</b>	<b>105,000</b>	<b>18,657</b>	<b>1,622,030</b>	<b>108,000</b>	<b>2,000</b>	<b>10,000</b>	<b>717,637</b>	<b>89,702</b>

ORG	OBJ	Expense	Tentative Budget Amount - RTC	Board Approved Changes	Other Changes and Corrections	Final Budget Amount	Less Fares	Less State Grant DHCFP	Federal	Local Match	Local Match	Local Match	Local Match	Local Match
2253026	500101	SALARIES	85,479			85,479.00			42,740	42,740				
2253026	500107	ANNUAL LEAVE PAYOFF	-			-			0					
2253026	500111	OVERTIME	-			-			0					
2253027	500114	FLSA	-			-			0					
2253026	500199	GRANT FUNDED ALLOCATION	-			-			0					
2253026	500225	MEDICARE	1,253			1,253.00			627	626				
2253026	500230	RETIREMENT	14,959			14,959.00			7,480	7,480				
2253026	500240	GROUP INSURANCE	11,730			11,730.00			5,865	5,865				
2253026	500241	CITY HSA CONTRIBUTION	-			-			0					
2253026	500250	WORKERS' COMPENSATION	1,023			1,023.00			512	511				
2253026	500271	PHONE ALLOWANCE	960			960.00			480	480				
2253026	500309	PROFESSIONAL SERVICES	50,000	25,000		75,000.00			37,500	37,500				
2253026	500331	OPERATING CONTRACT	1,530,003	62,837		1,592,840.00	105,000.00	18,657.00	888,856	12,798	2,000	10,000	555,529	
2253026	500335	RTC INTERCITY	75,000			75,000.00			37,500				37,500	
2253026	500349	CONTRACTUAL SERVICES	-			-								
2253026	500432	MAINTENANCE SVC CONTRACTS	-			-								
2253026	500433	SOFTWARE MAINTENANCE COST	45,731			45,731.00			36,585				9,146	
2253026	500435	VEHICLE REPAIR & MAINT	110,000			110,000.00			88,000				22,000	
2253026	500580	TRAVEL	-			-								
2253026	500601	OFFICE SUPPLIES	-			-								
2253026	500625	OPERATING SUPPLIES	20,000			20,000.00			10,000				10,000	
2253026	500660	VEHICLE FUEL/OIL	175,000			175,000.00			87,500				83,462	4,038
2253026	500675	SMALL FURNISHINGS	-			-								
2253026	500676	TECHNICAL EQUIPMENT	5,000			5,000.00			2,500				2,500	
2253026	500710	TELEPHONE	4,000			4,000.00			2,000				2,000	
2253026	500712	POWER	2,500			2,500.00			1,250				1,250	
2253026	500713	HEATING	1,500			1,500.00			750				750	
2253026	500901	ISC: GENERAL FUND	83,179			83,179.00			41,590				41,590	
2253026	500950	ISC: FLEET MANAGEMENT	127,872			127,872.00			102,298				25,574	
2253026	501299	GRANT ALLOCATION/DIRECT BILL	-			-								
2253026	502450	CASH SHORT/OVER	-			-								
2253026	507199	UNDESIGNATED PROJECTS	2,320		(2,320)	-								
2253026	507705	VEHICLE REPLACEMENT PROGRAM	-			-								
2253026	507710	PARK EQUIPMENT REPLACE PROG	-			-								
2253026	507712	FACILITY UPGRADE	76,977	138,023		215,000.00			212,000				3,000	
2253026	507743	FURNITURE & FIXTURES	20,000			20,000.00			16,000				4,000	
2253026	507775	EQUIPMENT	-			-			0					
2250200	593000	UNRESERVED FUND BALANCE	5,000			5,000.00							5,000	
<b>Total Expenses</b>			<b>2,449,486</b>	<b>225,860</b>	<b>(2,320)</b>	<b>2,673,026</b>	<b>105,000</b>	<b>18,657</b>	<b>1,622,030</b>	<b>108,000</b>	<b>2,000</b>	<b>10,000</b>	<b>717,637</b>	<b>89,702</b>

Difference	-		-	-	-	-	-	-	-	-	-	-	(0)	0
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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 12, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** March and April Street Operations Report

**Agenda Action:** Other / Presentation      **Time Requested:** 5 minutes

---

**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

[6B\\_RTC\\_12JUN24\\_Exhibit 1 - March Street Operations.pdf](#)

[6B\\_RTC\\_12JUN24\\_Exhibit 2 - April Street Operations.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

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(Vote Recorded By)

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** June 12, 2024  
**To:** Regional Transportation Commission  
**From:** Greg King, Street Supervisor  
**Date Prepared:** March 28, 2024  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division**  
**Status Report to RTC: Activities of March 2024**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	610
Street Patching Operation (tons of asphalt)	11	497.5
Pot Holes Repaired	125	1429

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	11	175
Tree Removal	2	41
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	650	1,570
Tree Work for Other Departments	0	2
Weed Abatement Chemical Sprayed (gallons applied)	0	8,827

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	46.75	294
Curb & Gutter (linear feet)	194	1,407
Sidewalk & Flat Work (sq/ft)	2,058	11,885
Wheel Chair Ramps	0	0
Misc.	0	40

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	357
Shoulder Work on Asphalt Roads (feet)	0	2,923
Debris Cleaned	40	488

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	149	1,481
Lineal foot of ditch cleared	925	5,577
Pipe HydroFlushed (linear feet)	284	3,111

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
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Curb Miles Swept	612.6	5,115
Material Picked Up (yards)	312	3,726
City Parking Lots Swept	0	9

#### Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	24	294
Bins Hauled for Sweeping Operation (yards)	14	357
Equipment Transported for other Departments	0	0

#### Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	3	34
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

#### Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	39	213
Signs Replaced	18	91
Sign Post Replaced	3	40
Signs Refurbished/Replaced due to Graffiti Damage	1	5
Delineators Replaced	19	85
Cross Walks Painted	0	67
Stop Bars Painted	0	58
Yield Bars Painted	0	33
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	0	51
Curb Painted (linear feet)	1735	6707

#### Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	481	1536.25
Sand/Salt mixture applied (Yards)	131.5	736.75
Brine mixture applied (Gallons)	0	19280
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	165
Material removed from S/D system	0	6
Wind	0	1



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** June 12, 2024  
**To:** Regional Transportation Commission  
**From:** Greg King, Street Supervisor  
**Date Prepared:** May 6, 2024  
**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 April 2024**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	80	690
Street Patching Operation (tons of asphalt)	91.75	589.25
Pot Holes Repaired	102	1531

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	29	204
Tree Removal	3	44
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	1,570
Tree Work for Other Departments	0	2
Weed Abatement Chemical Sprayed (gallons applied)	1753	10,580

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	47.5	342
Curb & Gutter (linear feet)	394	1,801
Sidewalk & Flat Work (sq/ft)	1,721	13,606
Wheel Chair Ramps	0	0
Misc.	0	40

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	357
Shoulder Work on Asphalt Roads (feet)	2,926	5,849
Debris Cleaned	19	507

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	115	1,596
Lineal foot of ditch cleared	1,186	6,763
Pipe HydroFlushed (linear feet)	140	3,251

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD

Curb Miles Swept	477	5,592
Material Picked Up (yards)	228	3,954
City Parking Lots Swept	0	9

#### Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	44	338
Bins Hauled for Sweeping Operation (yards)	43	400
Equipment Transported for other Departments	0	0

#### Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	5	39
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

#### Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	18	231
Signs Replaced	20	111
Sign Post Replaced	3	43
Signs Refurbished/Replaced due to Graffiti Damage	0	5
Delineators Replaced	7	92
Cross Walks Painted	35	102
Stop Bars Painted	22	80
Yield Bars Painted	16	49
Right Arrows Painted	9	11
Left Arrows Painted	9	12
Straight Arrows Painted	1	3
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	16	67
Curb Painted (linear feet)	3293	10000

#### Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	1536.25
Sand/Salt mixture applied (Yards)	0	736.75
Brine mixture applied (Gallons)	0	19280
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	165
Material removed from S/D system	0	6
Wind	0	1



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 12, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** Other Comments and Reports

**Staff Summary:** This item may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to the RTC, project status reports, and comments or other reports from the RTC members or staff.

**Agenda Action:** Other / Presentation      **Time Requested:** 5 minutes

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**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

[6C\\_RTC\\_12JUN24\\_Exhibit 1 - Transportation and Streets Revenue Accounts.pdf](#)

[6C\\_RTC\\_12JUN24\\_Exhibit 2 - Project Status Report.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## Fuel/Tax Revenues

### Gasoline Gallons Sold<sup>2,3</sup>

Month	FY2021	FY2022	FY2023	FY2024 <sup>1</sup>
JUL	3,649,246	3,991,136	4,220,590	3,965,689
AUG	3,662,296	3,751,425	4,234,582	4,104,221
SEP	3,461,364	3,322,771	3,894,625	3,854,108
OCT	3,692,473	3,882,715	3,958,285	3,907,100
NOV	3,256,817	3,638,765	3,502,424	3,577,811
DEC	3,335,685	3,536,217	4,537,676	3,720,476
JAN	3,204,547	3,513,238	3,043,290	3,339,952
FEB	3,098,107	3,572,453	3,201,366	3,412,536
MAR	3,725,608	3,991,170	3,309,050	3,559,473
APR	3,763,370	3,809,859	3,820,024	
MAY	3,842,911	4,130,816	4,018,183	
JUN	3,852,788	4,050,725	4,057,802	
<b>Total Year Gallons</b>	<b>42,545,212</b>	<b>45,191,290</b>	<b>45,797,897</b>	<b>33,441,366</b>

### Gasoline Revenues

Fuel Tax Revenue County Option 9¢ (RTC)	\$ 3,744,017	\$ 3,984,482	\$ 3,940,048	\$ 2,941,229
County option motor vehicle fuel tax 6.35¢ (Street Operations)	\$ 1,785,524	\$ 1,878,929	\$ 1,873,632	\$ 1,387,613

### Diesel Gallons Sold<sup>2,3</sup>

Month	FY2021	FY2022	FY2023	FY2024 <sup>1</sup>
JUL	1,030,021	982,794	1,135,368	1,026,450
AUG	1,045,493	1,063,666	1,224,462	1,077,048
SEP	975,307	1,017,767	1,157,759	1,116,748
OCT	1,032,578	1,100,471	1,141,459	1,089,220
NOV	832,878	988,420	899,884	946,012
DEC	782,281	900,472	767,073	849,139
JAN	749,499	1,009,068	701,894	751,666
FEB	776,319	958,971	724,359	740,617
MAR	968,568	1,164,775	845,076	845,004
APR	1,040,835	1,054,775	966,083	
MAY	1,056,097	1,218,200	1,067,394	
JUN	1,077,333	1,188,536	1,047,908	
<b>Total Year Gallons</b>	<b>11,367,209</b>	<b>12,647,915</b>	<b>11,678,719</b>	<b>8,441,904</b>
<b>Diesel 5 cent Tax Revenue</b>	<b>\$ 482,871</b>	<b>\$ 517,403</b>	<b>\$ 661,577</b>	<b>\$ 331,590</b>

### Basic City County Relief Tax (BCCRT) 0.25% Sales Tax

Month	FY2021	FY2022	FY2023	FY2024 <sup>1</sup>
JUL	342,508	324,278	333,043	359,937
AUG	356,589	317,925	336,083	365,305
SEP	305,445	318,061	337,342	366,805
OCT	299,180	311,660	337,975	353,501
NOV	309,193	310,279	317,077	343,720
DEC	307,705	340,605	342,903	383,106
JAN	296,163	294,955	290,322	290,116
FEB	343,227	295,630	269,279	302,593
MAR	272,397	352,598	329,948	336,156
APR	273,943	338,354	337,725	
MAY	358,219	346,378	350,655	
JUN	347,355	362,294	371,249	
<b>Sales Tax, Voter Approved 0.25%</b>	<b>\$ 3,811,925</b>	<b>\$ 3,913,016</b>	<b>\$ 3,953,601</b>	<b>\$ 3,101,239</b>

#### Disclaimers:

1- All information is preliminary and subject to audit and revision.

2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.

3- Actual gallons are net gallons after refunds.

## Other Revenues

### Developer Contributions

FY Received	Amount	Intended Project	Assigned to Project
21	\$ 8,610.91	District 1	
22	\$ 6,936.23	District 4	
23	\$ 27,300.00	District 1	P303524005 D1 Goni
23	\$ 48,300.00	Ormsby Blvd	
24	\$ 475,000.00	Saliman/Robinson Signal	
24	\$ 100,700.00	N.Carson/Silver Oak	
Varies	\$ 248,400.00	Prior Contributions obligated to Projects	

### EV Charger Revenue (effective Jan. 2024)

Month	FY2024 <sup>1</sup>			
JUL				
AUG				
SEP				
OCT				
DEC				
JAN	\$ 27.91			
FEB	\$ 32.67			
MAR	\$ 109.84			
APR	\$ 172.07			
MAY	\$ 99.98			
JUN				
Total	\$ 442.47			

### Capital Sanitation/Street Repairs

	FY2022	FY2023	FY2024 <sup>1</sup>	
Total	\$ 346,974	\$ 361,363	\$ 280,446	

#### Disclaimers:

- 1- All information is preliminary and subject to audit and revision.
- 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
- 3- Actual gallons are net gallons after refunds.



**Carson City  
Regional Transportation Commission  
Capital Project Information**

Report Date: June 12, 2024

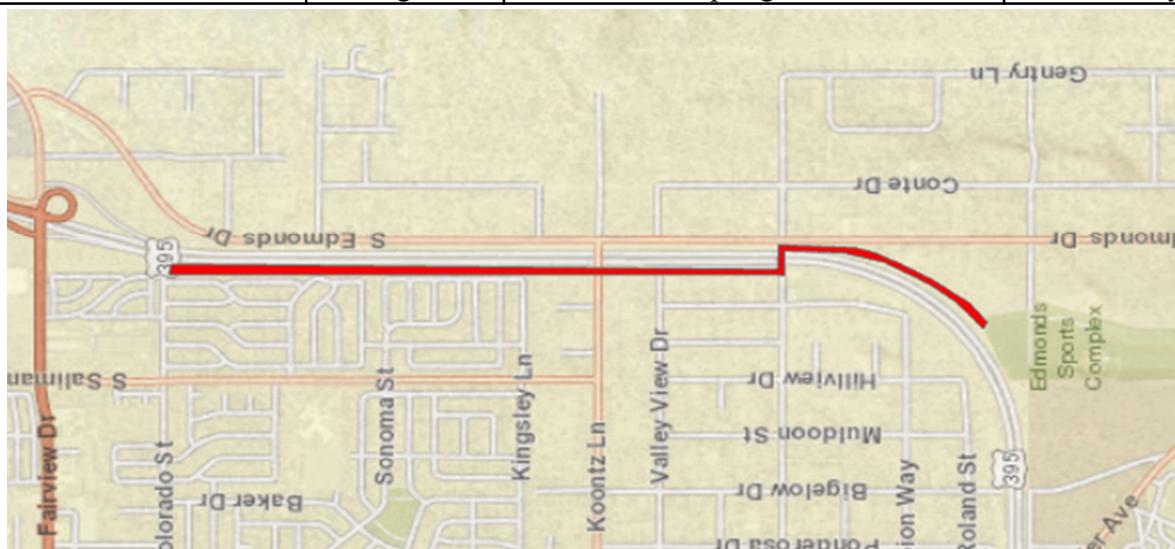
To: Regional Transportation Commission

From: Casey Sylvester, Transportation/Traffic Engineer

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

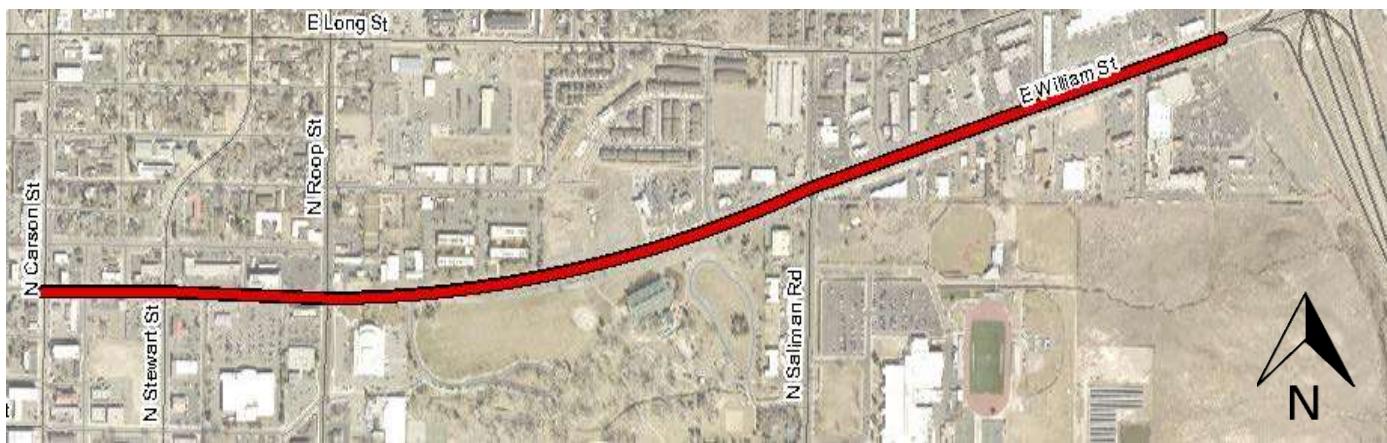
<b>Project Name</b>	<b>*Project Cost to Date</b>	<b>Page #</b>
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$1,972,149	2
P303519009 - Roop Street Rehabilitation Project	\$115,838	3
P303521008 - District 3 E. 5th Street Reconstruction Project	\$453,777	4
P751021001 - East William Complete Streets Project	\$2,399,806	5
P303522005 - DMV Multi-Use Path Project	\$80,651	6
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$239,838	7
P303523002 - District 5 – Winnie Lane Reconstruction Project	\$87,796	8
P303523005 - SRTS – Vulnerable User Pedestrian Safety Improvement Project	\$93,828	9
P303524001 - District Pavement Improvements - ARPA	\$145,715	10
P303524002 - District 1 – Carmine Street Rehabilitation Project	\$0	11
P303524003 - District 1 – N Lompa Lane Preservation Project	\$12,706	12
P303524004 - District 1 – College Pkwy & Airport Road Pavement Preservation Proj	\$50,579	13
P303524005 - District 1 Goni Rehabilitation Project	\$244	14
P751023003 - FTA/RACC Downtown Sidewalk and Pedestrian Improvement	\$49,037	15
<b>TOTAL</b>	<b>\$5,701,964</b>	

\*As of June 6, 2024; includes design, construction management, and construction costs to date.

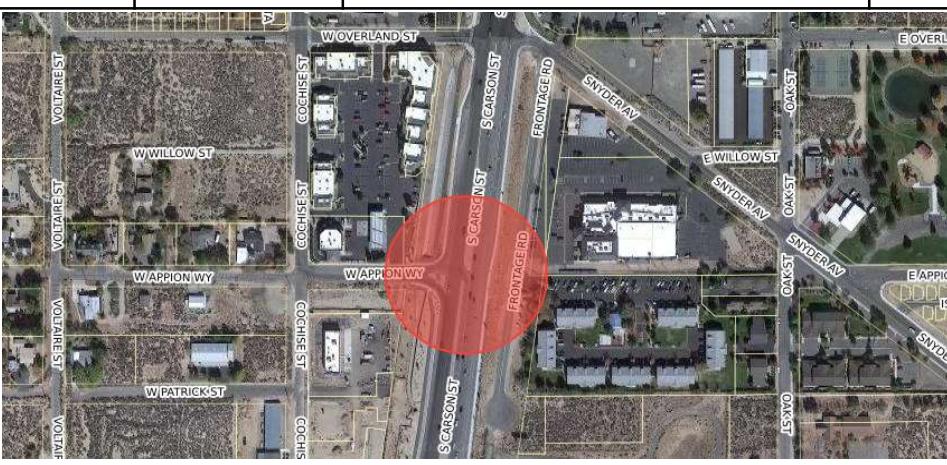
<b>Project Name:</b>	Freeway Multi-Use Path to Edmonds Sports Complex					
<b>Project Number:</b>	P303518008					
<b>Department Lead:</b>	Public Works					
<b>Project Cost to Date</b>	\$1,972,149	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>		
		March 5, 2024	Yes	\$2,153,256		
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>		
2503035	507010	RT Fund (Federal-TAP)	FY20	\$2,045,593		
2503035	507010	RT Fund	FY20	\$107,663		
<b>Project Description</b>						
<b>Project Length</b>	2.3 miles of multi-use path.		<b>TIP I.D.</b>	CC20180015		
This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.						
<b>Project Justification</b>						
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.						
<b>Project Status</b>						
Work is complete. We have received the as-builts and processed the final pay app. Working on closeout. Release of retention is expected in June 2024.						
<b>Project Schedule</b>						
Phase	Start Date	Completion Date	Notice to Proceed Date			
Design	Jan-20	Oct-22	Sep-19			
Construction	Aug-23	Spring-24	May-23			
						



<b>Project Name:</b>	District 3 E. 5th Street Reconstruction Project					
<b>Project Number:</b>	P303521008					
<b>Department Lead:</b>	Public Works					
<b>Project Cost to Date</b>	\$453,777	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>		
		March 5, 2024	Yes	\$2,583,937		
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>		
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		
<b>Project Description</b>						
<b>Project Length</b>	1.2 Miles of rehabilitation and preservation		<b>TIP I.D.</b>	CC20210001		
<p>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.</p>						
<b>Project Justification</b>						
<p>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. 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.</p>						
<b>Project Status</b>						
<p>Awarded to Sierra Nevada Construction at March RTC board meeting. Construction began June 3, 2024.</p>						
<b>Project Schedule</b>						
Phase	Start Date	Completion Date	Notice to Proceed Date			
Design	Jul-21	Oct-23	8/5/2021			
Construction	Jun-24	2024	May-24			
						

<b>Project Name:</b>	East William Complete Streets Project						
<b>Project Number:</b>	P751021001						
<b>Department Lead:</b>	Public Works						
<b>Project Cost to Date</b>	\$2,399,806	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>			
		March 5, 2024	Yes	\$23,154,047			
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>			
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	\$835,000			
2503082	431010	Federally Directed Spending	FY 23	\$2,000,000			
		Water / Sewer / Stormwater	FY 23/24	\$6,459,787			
<b>Project Description</b>							
<b>Project Length</b>	1.5 Miles of complete streets improvements			<b>TIP I.D.</b>			
				CC20210005 CC20220005			
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.							
<b>Project Justification</b>							
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 minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant for \$9.3 Million. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street improvements.							
<b>Project Status</b>							
Design is complete. The right-of-way phase is underway and will continue through June of 2024. Utility agreements are getting finalized with NV Energy, Charter and ATT. The RAISE grant has officially been awarded by FHWA.							
<b>Project Schedule</b>							
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>				
Design	Nov-21	Dec-23	NA				
Construction	Sep-24	Dec-25	TBD				
							

<b>Project Name:</b>	DMV Multi-Use Path Project						
<b>Project Number:</b>	P303522005						
<b>Department Lead:</b>	Public Works						
<b>Project Cost to Date</b>	\$80,651	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>			
		March 5, 2024	Yes	\$2,040,212			
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>			
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			
<b>Project Description</b>							
<b>Project Length</b>	0.37 miles of new paved path; 7 miles rehabilitated path			<b>TIP I.D.</b>			
				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.							
<b>Project Justification</b>							
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.							
<b>Project Status</b>							
The design has been completed and final plans have been submitted to NDOT. Staff is working with Nevada State Lands to obtain an easement through the parcel south of the DMV. The project cannot proceed without this easement. Construction dates are pending the receipt of the easement.							
<b>Project Schedule</b>							
Phase	Start Date	Completion Date	Notice to Proceed Date				
Design	Jul-22	Dec-23	1/11/2022				
Construction	TBD	TBD	TBD				
							

<b>Project Name:</b>	Appion Way Traffic Signal and Intersection Improvement Project					
<b>Project Number:</b>	P751021002					
<b>Department Lead:</b>	Public Works					
<b>Project Cost to Date</b>	\$239,838	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>		
		March 5, 2024	No	\$1,706,400		
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>		
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		
<b>Project Description</b>						
<b>Project Length</b>	New signal at S. Carson Street and Appion Way		<b>TIP I.D.</b>	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.						
<b>Project Justification</b>						
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.						
<b>Project Status</b>						
The 100% design plans are complete. Staff have been actively seeking to establish a formal agreement to facilitate the completion of the design for the fourth leg since September. Staff is also working with a consultant to complete the NEPA, pending SHPO approval, for the project with an expected completion in summer 2024.						
<b>Project Schedule</b>						
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>			
Design	Apr-22	Jun-23	NA			
Construction	Oct-24	Dec-24	TBD			
						

<b>Project Name:</b>	District 5 - Winnie Lane Reconstruction Project			
<b>Project Number:</b>	P303523002			
<b>Department Lead:</b>	Public Works			
<b>Project Cost to Date</b>	\$87,796	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		March 5, 2024	No	\$1,670,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2535005	507010	V&T Infrastructure Fund	FY 23	\$1,670,000
<b>Project Description</b>				
<b>Project Length</b>	0.31 mi. of roadway rehabilitation and ADA improvements.			<b>TIP I.D.</b>
				CC20210008

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

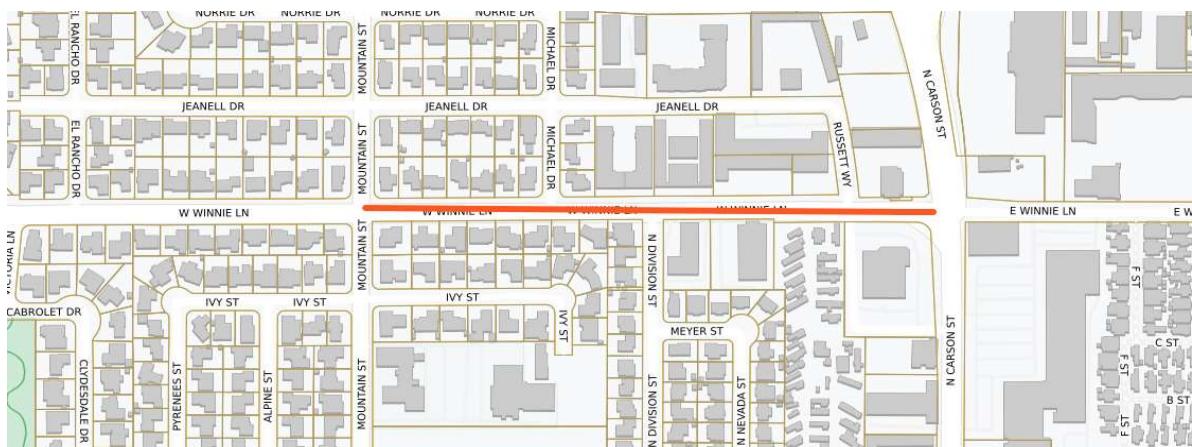
This section of Winnie Lane serves as a crucial link for connecting residential areas, local businesses, and public schools. However, the pavement has a Pavement Condition Index (PCI) of 52 (poor condition), and the pedestrian facilities fail to meet the ADA standards. Pavement reconstruction and ADA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

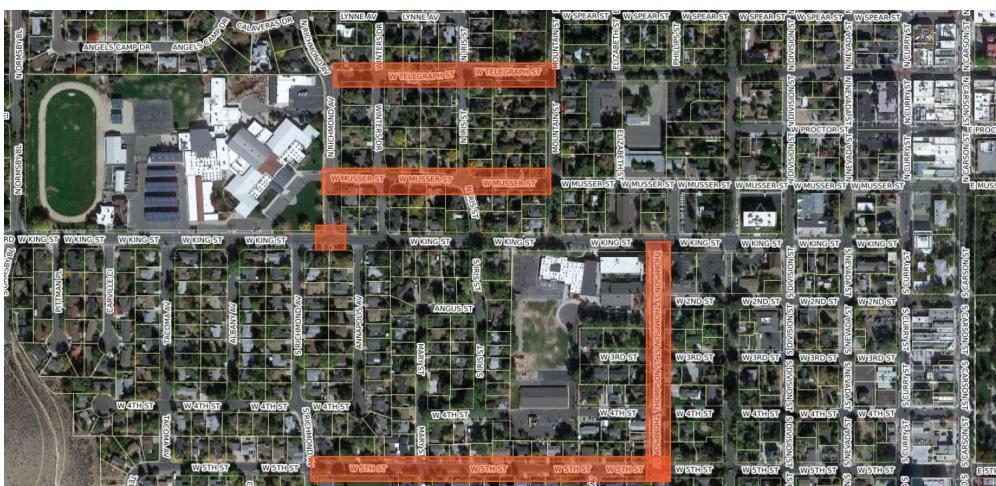
#### Project Status

Awarded to Sierra Nevada Construction at February RTC board meeting. Construction began June 3, 2024

#### Project Schedule

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



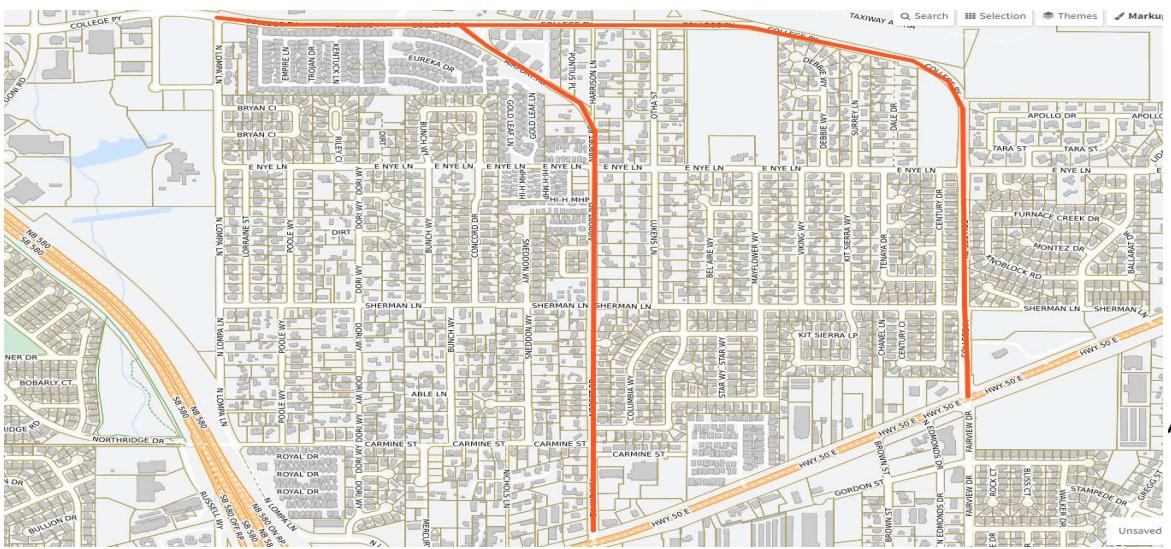
<b>Project Name:</b>	West Carson Vulnerable User Pedestrian Safety Improvement Project			
<b>Project Number:</b>	P303523005			
<b>Department Lead:</b>	Public Works			
<b>Project Cost to Date</b>	\$93,828	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		March 5, 2024	Yes	\$1,250,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503082	431010	Federally Directed Spending	FY 23	\$1,000,000
2503035	507010	RT Fund	FY 23	\$250,000
<b>Project Description</b>				
<b>Project Length</b>	0.7 miles of slurry seal and ADA upgrades		<b>TIP I.D.</b>	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>				
<b>Project Justification</b>				
<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>				
<b>Project Status</b>				
<p>60% design plans have been submitted to NDOT. A cultural resource review is beginning. Public outreach continues for the project to discuss improvements with individual property owners. 90% design is expected in late Summer 2024.</p>				
<b>Project Schedule</b>				
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>	
Design	Feb-23	Sep-24	Feb-23	
Construction	Spring 2025	Fall 2025	N/A	
				

<b>Project Name:</b>	District Pavement Improvements - ARPA			
<b>Project Number:</b>	P303524001			
<b>Department Lead:</b>	Public Works			
<b>Project Cost to Date</b>	\$145,715	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		March 5, 2024	Yes	\$1,760,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2750600	507010	ARPA	FY 23	\$1,760,000
<b>Project Description</b>				
<b>Project Length</b>	4.7 miles of preservation; 0.19 miles rehabilitation (estm)			<b>TIP I.D.</b>
				No
<p>This pavement preservation and rehabilitation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance Districts 2 through 4. The District 5 ARPA project was completed in 2023 as part of the Medical Parkway Project. The design and construction of Districts 2 through 4 will begin in late 2023 with construction beginning in early 2025.</p>				
<b>Project Justification</b>				
<p>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 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.</p>				
<b>Project Status</b>				
<p>Projects in Districts 2, 3 and 4 are being designed by a consultant. 70% design plans for those projects was received with comments provided back to the consultant. Design is on schedule.</p>				
<b>Project Schedule</b>				
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>	
Design	Sep-23	Sep-24	N/A	
Construction	Spring 2025	Fall 2025	TBD	

## City Wide

<b>Project Name:</b>	District 1 - Carmine Street Rehabilitation Project						
<b>Project Number:</b>	P303524002						
<b>Department Lead:</b>	Public Works						
<b>Project Cost to Date</b>	\$0	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>			
		March 5, 2024	Yes	\$528,850			
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>			
2503035	507010	RT Fund	FY 24	\$178,000			
2750620	507010	Grants Fund (Federal-CDBG)	FY 24	\$325,850			
5053702	507010	Stormwater Utility	FY 25	\$25,000			
<b>Project Description</b>							
<b>Project Length</b>	0.5 Miles of road reconstruction, utility, and ADA update			<b>TIP I.D.</b> CC202300005			
Reconstruction of Carmine Street between Lompa Lane and Airport Road. The project scope includes development of 15% complete streets design plans as well as the final design and construction of sidewalk and ADA improvements to meet the requirements of the grant funding.							
<b>Project Justification</b>							
The project was identified as a priority for District 1. Several factors were evaluated in the process including: pavement condition, presence of bus route, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with utilities. The project has also received federal Community Development Block Grant funding for necessary sidewalk and pedestrian connectivity. Because of the challenges with storm drain utility conveyance, the project scope was reduced to the development of a 15% design to inform utility needs and the final design and construction of limited sidewalk and ADA upgrades.							
<b>Project Status</b>							
No activities this period. Consultant design to begin in June to take hydraulic plans to 15% with limited ADA scope advancing to 100% for construction in 2025, as funding allows. Additional CDBG funds are being requested.							
<b>Project Schedule</b>							
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>				
Design	Jun-24	Jan-25	TBD				
Construction	Spring 2025	Fall 2025	TBD				
							

<b>Project Name:</b>	District 1 – N Lompa Lane Preservation Project						
<b>Project Number:</b>	P303524003						
<b>Department Lead:</b>	Public Works						
<b>Project Cost to Date</b>	\$12,706	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>			
		March 5, 2024	No	\$538,000			
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>			
2503035	507010	RT Fund	FY 24	\$253,000			
2750600	507010	ARPA	FY 23	\$285,000			
<b>Project Description</b>							
<b>Project Length</b>	0.5 miles of pavement preservation			<b>TIP I.D.</b>			
				No			
This is a pavement preservation project (Slurry Seal) of N. Lompa Lane between Carmine Street and Hwy 50. This project also includes the District 1 ARPA local road projects including the preservation of Northridge Drive, Poole Lane, Dori Way, Bunch Way, Roberta Way, and Sneddon Way.							
<b>Project Justification</b>							
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.							
<b>Project Status</b>							
Lowest apparent bidder is Sierra Nevada Construction at \$441,007. Award to be considered at June RTC meeting.							
<b>Project Schedule</b>							
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>				
Design	Sep-23	Mar-24	N/A				
Construction	Fall 2024	Winter 2024	TBD				
							

<b>Project Name:</b>	District 1 – College Pkwy & Airport Road Pavement Preservation Project						
<b>Project Number:</b>	P303524004						
<b>Department Lead:</b>	Public Works						
<b>Project Cost to Date</b>	\$50,579	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>			
		March 5, 2024	No	\$2,024,500			
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>			
2503035	507010	RT Fund	FY 24	\$1,149,500			
2535005	507010	V&T Infrastructure Fund	FY 24	\$875,000			
<b>Project Description</b>							
<b>Project Length</b>	2.5 miles of pavement preservation			<b>TIP I.D.</b>			
				CC20210003			
<p>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.</p> <p>College Parkway - Between N. Lompa Lane and Hwy 50. In addition, signing and striping improvements.</p>							
<b>Project Justification</b>							
<p>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.</p>							
<b>Project Status</b>							
30% plans will be delivered in June 2024.							
<b>Project Schedule</b>							
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>				
Design	Sep-23	Oct-24	N/A				
Construction	Spring 2025	Fall 2025	TBD				
							

<b>Project Name:</b>	District 1 – Goni Road Paving Project				
<b>Project Number:</b>	P303524005				
<b>Department Lead:</b>	Public Works				
<b>Project Cost to Date</b>	\$244	<b>As of Date</b>	<b>Grant Funded</b>		
		May 21, 2024	No		
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>		
2503035	507010	Infrastructure Capitol	FY 24		
2535005	507010	Developer Contributions	FY 24		
<b>Project Description</b>					
<b>Project Length</b>	0.6 miles of pavement rehabilitation		<b>TIP I.D.</b>		
			CC20210003		
Project includes milling and paving on Goni Rd from College Pkwy to arrowhead with intersection modifications.					
<b>Project Justification</b>					
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, Goni Road was selected for fund reallocation after the Carmine project was modified. This change was approved by the RTC board in February of 2024.					
<b>Project Status</b>					
Survey and field investigations are underway. Geotechnical field work is scheduled for June. Draft survey work and the geotechnical report expected by the end of July.					
<b>Project Schedule</b>					
<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>		
Design	Winter 2024	Fall 2025	N/A		
Construction	Spring 2026	Dec-26	TBD		
					

<b>Project Name:</b>	FTA/RACC Downtown Sidewalk and Pedestrian Improvement					
<b>Project Number:</b>	P751023003					
<b>Department Lead:</b>	Public Works					
<b>Project Cost to Date</b>	\$49,037	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>		
		January 3, 2024	Yes	\$328,959		
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>		
2253081	431010	JAC Federal Grants Fund	FY 23	\$196,000		
6037510	507010	RACC Capital Improvements	FY 23	\$118,399		
5203035	507010	Water Utility Funds	FY 23	\$14,560		
<b>Project Description</b>						
<b>Project Length</b>	1750 square feet of sidewalk improvements		<b>TIP I.D.</b>	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						
<b>Project Justification</b>						
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 baths 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.						
<b>Project Status</b>						
The construction contract was awarded to West Coast Paving by the RTC in December. Construction began June 3, 2024.						
<b>Project Schedule</b>						
Phase	Start Date	Completion Date	Notice to Proceed Date			
Design	Oct-22	Aug-23	N/A			
Construction	Jun-24	Sep-24	TBD			
						