

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

**Day:** Wednesday  
**Date:** July 10, 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 - June 12, 2024**

4.A Minutes for June 12, 2024  
[Click Here for Staff Report](#)

**5. Public Meeting Item(s):**

5.A For Possible Action – Discussion and possible action regarding the Carson City 2024 Americans with Disabilities Act (“ADA”) Transition Plan for Pedestrian Facilities in the Public Right-of-Way (“Transition Plan”).

Staff Summary: Title II of the ADA requires Carson City to develop a Transition Plan that at a minimum must: (1) identify and inventory physical barriers and obstacles that limit accessibility for individuals with disabilities, (2) describe the methods used to make facilities accessible, (3) specify the schedule and identify the steps that will be taken during each year to eliminate barriers and obstacles, and (4) indicate the official responsible for implementation of the Transition Plan. The Transition Plan updates the previous 2020 Transition Plan and continues Carson City’s efforts to collect a full inventory of ADA barriers. The development of the Transition Plan is funded through the Carson Area Metropolitan Planning Organization (“CAMPO”) Unified Planning Work Program (“UPWP”).

[Click Here for Staff Report](#)

- 5.B For Discussion Only – Discussion and presentation regarding American with Disabilities Act (“ADA”) design and construction requirements for pedestrian curb ramps.

Staff Summary: The design and construction of pedestrian curb ramps are based on the requirements of the ADA, with several sources of detailed guidance including the ADA Accessibility Guidelines (“ADAAG”), the 2010 ADA Standards for Accessible Design, and the Public Right of Way Accessibility Guidelines (“PROWAG”) which recently took effect in September 2023. Staff will present a summary of the ADA requirements that are used when designing and constructing curb ramps in Carson City.

[Click Here for Staff Report](#)

- 5.C For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 25300014 (“Contract”) for the 2024 Long Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$265,161.

Staff Summary: The Project consists of painting longitudinal pavement markings on various roads across Carson City using Nevada Type II waterborne paint. The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not to exceed amount of \$265,161 which comprises the base bid amount of \$241,056, plus a 10% contingency of \$24,105. The engineer’s estimate was \$250,000.

[Click Here for Staff Report](#)

- 5.D For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 25300015 (“Contract”) for the 2024 Short Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$189,524.

Staff Summary: The Project consists of repainting striping and pavement symbols on Carson Street and William Street. Pavement marking will include but is not limited to, bike lane symbols, turn arrows, crosswalk striping, yield bars, pavement marking text, and stop bars. The Contract is for a not to exceed amount of \$189,524 which comprises the base bid amount of \$172,295, plus a 10% contingency of \$17,229. The engineer’s

estimate was \$200,000.

[Click Here for Staff Report](#)

- 5.E For Possible Action – Discussion and possible action regarding Amendment 1 (“Amendment”) to Contract No. 23300358 (“Contract”) for First Transit, Inc. (“First Transit”) to (1) add section 2.1.2 to the Contract which updates the projected maximum billable hours; (2) remove and replace section 5.1 of the Contract to increase the Contract not to exceed amount by \$505,424.64 for a new total not to exceed amount of \$4,984,931.10 for the initial three-year term ending September 30, 2026 ("Initial Term"), along with conforming revisions to the Contract amounts associated with Option 1 and Option 2; and (3) remove and replace Attachment G of Exhibit B of the Contract to reflect changes to the Federal Transit Administration's (“FTA”) required contract clauses.

Staff Summary: First Transit provides operating services for Jump Around Carson's (“JAC”) fixed route and paratransit services. The Contract was approved in August 2023, and the Initial Term began September 1, 2023, and ends September 30, 2026. Amendment 1 clarifies the projected maximum billable hours for JAC and JAC Assist and increases the Contract not to exceed amount from \$4,479,506.46 to \$4,984,931.10. Amendment 1 also updates required FTA clauses. All other provisions of the Contract remain unchanged.

[Click Here for Staff Report](#)

- 5.F For Possible Action - Discussion and possible action regarding the submission of a 2024 Federal Lands Access Program (“FLAP”) grant application to the Federal Highway Administration (“FHWA”) for \$6,361,000, including \$410,000 in local match, to complete the Ash Canyon Road and Trailhead Project (“Project”).

Staff Summary: FHWA is requesting FLAP grant applications for transportation projects that provide access to, are adjacent to, or are located within federal lands. Staff is seeking approval to submit a grant application for the Project in the amount of \$6,361,000. The FLAP grant application does not require local match; however, proposals with matching funds are viewed favorably by the review committee and staff propose committing \$410,000, which equates to a 6.4% match rate, from various local funds for the application. FLAP grant applications will be accepted through July 15, 2024.

[Click Here for Staff Report](#)

## 6. Non-Action Items:

- 6.A Transportation Manager's Report  
[Click Here for Staff Report](#)
- 6.B May 2024 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.

**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:** July 10, 2024

**Staff Contact:**

**Agenda Title:** Minutes for June 12, 2024

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

**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):**

[06-12-2024 Minutes \(RTC\).pdf](#)

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

\_\_\_\_\_

(Vote Recorded By)

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the June 12, 2024 Meeting**

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**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  
Scott Bohemier, Transportation Planner  
Jared Cragun, Transportation Planner/Analyst  
Dan Kelsey, Transit Coordinator  
Tamar Warren, Senior Deputy Clerk

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

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

(5:20:05) – Chairperson Bagwell called the meeting to order at 5:20 p.m.

**2. ROLL CALL**

(5:20:10) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(5:20:24) – Chairperson Bagwell entertained public comments. Mark Costa introduced himself and referenced his April 10, 2024, public comment in which he had expressed concern regarding “the transparency of the calculation for the \$25 million annual road repair cost” including “how the software calculating that works,” and “how the algorithms, assumptions, and dollar amounts are determined and used in the estimate.” Mr. Costa believed that a large deficit of \$20 million was projected annually; however, it lacked a comprehensive solution. He also inquired about an upcoming transportation workshop with public input and wished to understand when that would take place, adding that he

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believed road maintenance costs were not being addressed and were being put “on the back burner,” calling it a critical issue as he believed there was no revenue “to plug that shortfall.” He also noted that the information was important for the two ballot initiatives scheduled for the November election and wanted “the summer funding shortfall workshop” scheduled along with “how the pavement software works.”

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – APRIL 10, 2024**

(5:23:50) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

**(5:24:03) – Commissioner Maloney moved to approve the minutes of the April 10, 2024 RTC meeting as presented. 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 POTENTIAL FISCAL YEAR (“FY”) 2025 TRANSPORTATION INFRASTRUCTURE PROJECTS FOR PERFORMANCE DISTRICT 2, AS FUNDING PERMITS.**

(5:24:17) – 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. Chair Bagwell inquired about the upcoming Local Road Maintenance Workshop date and Mr. Martinovich noted that it would be scheduled for the August 14, 2024 RTC meeting. He also confirmed that various scenarios of how the funds (should the ballot measures pass) would be spent were up for discussion at that time as well. Chair Bagwell noted that some of the discussion during this item would answer some of Mr. Costa’s questions; however, the details would be agendaized for the August 14<sup>th</sup> meeting. Commissioner Novak recommended distributing the information sooner and Chair Bagwell recommended posting it on the transportation website as a separate document in order to adhere to the Open Meeting Law guidelines.

(5:28:22) – Mr. Martinovich reviewed a PowerPoint presentation, incorporated into the record, titled *District 2 Pavement Project Prioritization*, and responded to clarifying questions. He also informed Commissioner Maloney that they “did the one pass on local roads,” but “we did a few spot checks.” Discussion ensued on developer half street improvements and Chair Bagwell received confirmation that they would be subject to in-person checks. Mr. Martinovich noted that the surveys were done every three years. Chair Bagwell was in favor of combining local road maintenance with arterial road schedules because the equipment would be there and would provide cost savings. She also wished to ensure that the current presentation was a draft as the ballot measures had not yet passed. Discussion ensued regarding the benefits of crack sealing and Mr. Martinovich explained

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that it would provide a smoother ride and prevent water intrusion which causes potholes. Commissioner Maloney noted that she would support rehabilitation but not crack sealing. Chair Bagwell noted that she received more calls about potholes than any other issue. Mr. Martinovich explained that he would work with Street Operations to figure out appropriate dollar amounts. Commissioner Dodson received confirmation that the discussion was about the existing funding for the gas tax sources. Commissioner Maloney clarified that the ballot measures were to “fix the roads” and believed crack sealing was “a Band-Aid.” Chair Bagwell was in favor of having those discussions during the workshop because each neighborhood would have a different need.

(5:57:32) – Mr. Sylvester reviewed the list of prioritized regional and local road projects, also incorporated into the presentation, and responded to clarifying questions. Mr. Martinovich thanked Staff, especially the GIS division, Ms. Norman, and Mr. Cragun for their work in obtaining the data and believed that the robust asset management software enabled them to work efficiently. Chair Bagwell entertained public comments. Mr. Costa noted his appreciation for the presentation and information and wished to “study it.” He also approved of the “key components that you had included there,” noting he was optimistic and looked forward to the August 14<sup>th</sup> workshop and planned to stay engaged. There were no additional comments; therefore, Chairperson Bagwell entertained a motion, stating that the appropriate motion would be “to recommend Performance District 2 Regional Road Projects.”

**(6:12:10) – Commissioner Maloney moved to approve the Recommended Performance District 2 Projects for Regional Roads as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**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.**

(6:12:51) – Chairperson Bagwell introduced the item and entertained Commissioner comments or questions. Commissioner Dodson inquired whether Staff would have enough information at the time of construction regarding the drainage prior to construction. Mr. Sylvester confirmed that coordination was underway as they were “working with consulting services to [understand] how

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hydraulics are reviewed in that area.” Chair Bagwell entertained public comments and when none were forthcoming, a motion.

**(6:15:42) – Commissioner Dodson moved 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. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

**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.**

(6:16:15) – Chairperson Bagwell introduced the item. Mr. Bohemier explained that the program continued to grow and highlighted the new work being done with the tribal community. Chair Bagwell thanked Mr. Bohemier for securing helmets (decorated by each child) for the 36 children who had won bicycles during the Mayor’s Attendance Hall of Fame event. She also inquired about the timed lights, noting that she had not received complaints. Chair Bagwell entertained Commissioner and/or public comments and when none were forthcoming, a motion.

**(6:23:03) – Vice Chair Schuette moved 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. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT 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.**

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**DRAFT**

(6:23:36) – Chairperson Bagwell introduced the item and entertained Commissioner and/or public comments; however, none were forthcoming. She then entertained a motion.

**(6:24:23) – Commissioner Novak moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the contingency if necessary. Vice Chair Schuette seconded the motion which carried 5-0-0.**

**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.**

(6:24:47) – Chairperson Bagwell introduced the item. Mr. Kelsey noted that the requested funds would be utilized to keep the paratransit transportation program “going;” however, not all client requests were being fulfilled. Mr. Martinovich noted that JAC assist did not have as many riders (55 per day) as the fixed route buses did. Mr. Kelsey informed the Chair that the funds would be used for operational needs and not for vehicle purchases. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

**(6:28:00) – Commissioner Dodson moved to approve Resolution Number 2024-RTC-R-1. The motion was seconded by Commissioner Maloney and carried 5-0-0.**

**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.**

(6:28:22) – Chairperson Bagwell introduced the item. Mr. Martinovich and Mr. Kelsey gave background, reviewed the agenda materials, and responded to clarifying questions. Mr. Martinovich informed Chair Bagwell that the bus that they wished to purchase would be available in eight months, compared to another that had an 18-month availability wait. He also reviewed the Vehicle Purchases Summary (Exhibit 3) regarding paratransit vehicle quotes and expected to return for a Vehicle Purchase Authorization approval in the next few months. There were no public comments; therefore, Chair Bagwell entertained a motion.

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**(6:32:18) – Commissioner Maloney moved to approve Resolution Number 2024-RTC-R-2. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**6. NON-ACTION ITEMS**

**6-A TRANSPORTATION MANAGER’S REPORT**

(6:32:48) – Chairperson Bagwell introduced the item. Mr. Martinovich reviewed the Final FY 2025 Budget for the Transit Fund provided as an attachment to the Staff Report, incorporated into the record. Chairperson Bagwell highlighted the complexity of the budget due to the different fund matches “to make sure the whole thing flows,” adding that at the end of the year, it would be reconciled by the Finance Department and submitted to the federal government. Commissioner Maloney called the worksheet “a tremendous improvement” and appreciated the work done “behind the scenes.” She also thanked Chair Bagwell who had promised to look into it. Mr. Martinovich also noted that “the award of the North Lompa included roads as part of our second ARPA [American Rescue Plan Act] funded project.” Chair Bagwell clarified for the public that ARPA funds, a TIGER [Transportation Investment Generating Economic Recovery] grant, a RAISE [Rebuilding American Infrastructure with Sustainability and Equity] grant, we did have Waste Management pay a fee for roads, and we did get a five-cent diesel tax...to try and eliminate road funding issues.” Mr. Martinovich announced that Staff were working with the Carson Colony of the Washoe Tribe “on a small road project” by providing design expertise. He also noted that they had been exploring other JAC funding sources such as the State’s Aging, Disability, and Senior Division of the State; however, a local match was required at this time. Mr. Martinovich noted that a new Stormwater Manager had been hired with a July 1, 2024 start date and Darren Anderson had been selected as the new City Engineer.

**6-B MARCH AND APRIL STREET OPERATIONS REPORT**

(6:40:19) – Chairperson Bagwell introduced the item. Mr. Martinovich noted that his team was working to provide several additions to the report requested by Commissioners Maloney and Novak. Chair Bagwell acknowledged the hard work of the Street Operations Team. She also inquired whether any of the Commissioners wished to discuss an item on the Report; however, none were forthcoming.

**6-C OTHER COMMENTS AND REPORTS**

(6:43:16) – Mr. Martinovich referenced the Staff Report and the attached Transportation and Streets Revenue Accounts which are incorporated into the record. Chair Bagwell praised Staff for the report and called it “a wonderful tool” that provided transparency to the public, and highlighted the flat gasoline tax revenue. Mr. Sylvester reviewed the Bi-Monthly Capital Project Status Report, also incorporated into the record, and responded to clarifying questions. Discussion ensued regarding the response issues from State Lands for the DMV Multi-Use Path Project and Mr. Martinovich presented several scenarios should the issue not be resolved.

**7. PUBLIC COMMENT**

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(6:56:47) – Chair Bagwell entertained final public comments; however, none were forthcoming.

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

(6:57:01) – Chairperson Bagwell adjourned the meeting at 6:57 p.m.

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

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Kelly Norman, Senior Transportation Planner; Jared Cragun, Transportation Planner/Analyst

**Agenda Title:** For Possible Action – Discussion and possible action regarding the Carson City 2024 Americans with Disabilities Act (“ADA”) Transition Plan for Pedestrian Facilities in the Public Right-of-Way (“Transition Plan”).

Staff Summary: Title II of the ADA requires Carson City to develop a Transition Plan that at a minimum must: (1) identify and inventory physical barriers and obstacles that limit accessibility for individuals with disabilities, (2) describe the methods used to make facilities accessible, (3) specify the schedule and identify the steps that will be taken during each year to eliminate barriers and obstacles, and (4) indicate the official responsible for implementation of the Transition Plan. The Transition Plan updates the previous 2020 Transition Plan and continues Carson City’s efforts to collect a full inventory of ADA barriers. The development of the Transition Plan is funded through the Carson Area Metropolitan Planning Organization (“CAMPO”) Unified Planning Work Program (“UPWP”).

**Agenda Action:** Formal Action / Motion      **Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the Carson City 2024 ADA Transition Plan.

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

N/A

### **Previous Action**

N/A

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

The purpose of the Transition Plan is to provide a framework for achieving equal access throughout Carson City’s transportation programs, services, and activities. Accommodating disabled persons and those with limited mobility in the transportation system is a requirement of the ADA and is essential for a high quality of life for residents and visitors.

The Transition Plan is required by Title II of the ADA, and it pertains to pedestrian facilities located within the public right-of-way, such as roadways. Pedestrian facilities within the public right-of-way include sidewalks, curb ramps, pedestrian crossings, transit stops, paved shared use paths, and

pedestrian activated signal systems. To comply with Title II of the ADA, Carson City is required to have and maintain a Transition Plan to document how it will make gradual progress toward development of a full, self-evaluated inventory of barriers within pedestrian facilities located in the public right-of-way.

The 2024 Transition Plan builds upon past plans from 2015, 2018 and 2020. Since the 2015 Transition Plan, Carson City has developed an inventory of existing sidewalks, existing curb ramps, missing curb ramps, and signalized intersections and crosswalks. The current inventory includes the following:

- o 298 Linear miles of sidewalk
- o 4,282 Existing curb ramps
- o 628 Missing curb ramps
- o 76 Signalized intersections
- o 26 Signalized crosswalks

The 2024 Transition Plan has expanded the inventory from those listed above to include other types of barriers, such as areas where access narrows to less than 36-inches; support structures (e.g. sign posts, cabinet, or poles) placed in the middle of a pathway; non-ADA compliant curb ramps; discontinuities in the sidewalk, including deteriorated surfaces, excessively cracked, or vertically offset panels that impede accessibility; missing walkways that create gaps in connectivity; and paths narrower than 5-feet without a passing area provided. The summary of this inventory is listed below.

- o 15 Narrow access paths with a width less than 36-inches
- o 238 Supports structures in the middle of the pathway
- o 3635 ADA compliant curb ramps
- o 647 ADA non-compliant curb ramps
- o 83 Interrupted pathways with gaps of less than 10-feet (i.e. discontinuities in the sidewalk including deteriorated surfaces, excessively cracked, vertically offset panels, etc.)
- o 322 Missing pathways of more than 10-feet
- o 10 Paths narrower than 60-inches without a passing area

The Transition Plan was available for public comment from June 8, 2024, to June 21, 2024. No public comments were received. The Transition Plan was also presented to the CAMPO Board on June 12, 2024. Revisions stemming from comments received by CAMPO have been incorporated.

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

42 U.S.C. Â§ 12131 et seq; 28 C.F.R. Â§ 35.150

**Financial Information**

**Is there a fiscal impact?** No

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

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** There is no cost to the RTC for approving the Transition Plan. Costs associated with the development of the Transition Plan fall under CAMPO's UPWP, project number G302823001. Tasks completed as part of the UPWP are reimbursable with federal planning funds at a rate of 95%. The local match has been budgeted within CAMPO's approved Federal Fiscal Year 2023-2024 UPWP, Work Element 4.5, Non-Motorized Asset Management.

**Alternatives**

Do not approve the Transition Plan and provide alternate direction to staff.

**Attachment(s):**

[5A\\_RTC\\_Exhibit 1 - ADA Transition Plan.pdf](#)

[5A\\_RTC\\_Exhibit 2 - ADA Story Map Example.pdf](#)

[5A\\_RTC\\_Exhibit 3 - CAMPOs UPWP Cost-Funding Summary Table.pdf](#)

[5A\\_RTC\\_Exhibit 4 - 2024 ADA Transition Plan-Presentation.pdf](#)

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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# Carson City

## 2024 Americans with Disabilities Act

### (ADA) Transition Plan for Pedestrian Facilities in the Public Right-of-Way

Approved - TBD



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## Executive Summary

### **Program Information and Requirements**

The purpose of the Plan is to provide the framework for achieving equal access throughout Carson City's transportation programs, services, and activities. Carson City believes accommodating disabled persons throughout the transportation system is essential to good customer service, a high quality of life for residents and visitors, and to promote effective governance.

This document is required by Title II of the Americans with Disabilities Act (ADA) of 1990 and pertains to pedestrian facilities in the public right-of-way. This document ensures reasonable access for persons with disabilities, within the public right-of-way, is provided and maintained. Pedestrian facilities within the public right-of-way include sidewalks, curb ramps, pedestrian crossings, transit stops, paved shared use paths, and pedestrian activated signal systems.

To comply with Title II, Carson City is required to have and maintain an ADA Transition Plan that makes gradual progress toward development of a full self-evaluated inventory of barriers within pedestrian facilities located in the public right-of-way.

Title II requires that a Transition Plan include:

- (1) The official responsible for implementation of the transition plan
- (2) An inventory of accessibility barriers (obstacles to access)
- (3) Methods used to make facilities accessible
- (4) A schedule demonstrating a strong commitment to eliminate the inventory of barriers

### **(1) Implementation of the ADA Transition Plan**

The Official responsible for implementation of the ADA Transition Plan for Pedestrian Facilities in the Public Right-of-Way is:

Christopher Martinovich, Transportation Manager  
Carson City Public Works, 3505 Butti Way  
Carson City, Nevada 89701, 775-283-7367, [CMartinovich@carson.org](mailto:CMartinovich@carson.org)

## **(2) Inventory of Accessibility Barriers**

The 2024 ADA Transition Plan builds upon the City's initial 2015 ADA Transition Plan that performed a self-evaluation on 26 signalized intersections, 30 miles of sidewalk, and 41 transit stops. The 2015 document created an initial inventory of pedestrian facilities, solicited public outreach, identified an ADA Coordinator, and created a clear process for complaints and grievances.

Since the 2015 ADA Transition Plan, Carson City has developed an inventory of existing sidewalks, existing curb ramps, missing curb ramps, and signalized intersections and crosswalks in Carson City. The current inventory includes the following:

- 298 Linear miles of sidewalk
- 4,282 Existing Curb Ramps
- 628 Missing Curb Ramps
- 76 Signalized Intersections
- 26 Signalized Crosswalks

ADA barriers are physical elements of a facility that impede access by people with disabilities. The inventory has expanded to include other barriers such as areas of narrow access less than 36 inches, supports (sign, cabinet, or pole placed in the middle of a pathway), non-compliant curb ramps, discontinuities in the sidewalk (deteriorated, excessively cracked, or vertically offset sidewalks that impede accessibility), missing walkways (connectivity gaps in the existing pedestrian network), and paths narrower than 5 feet without a passing area.

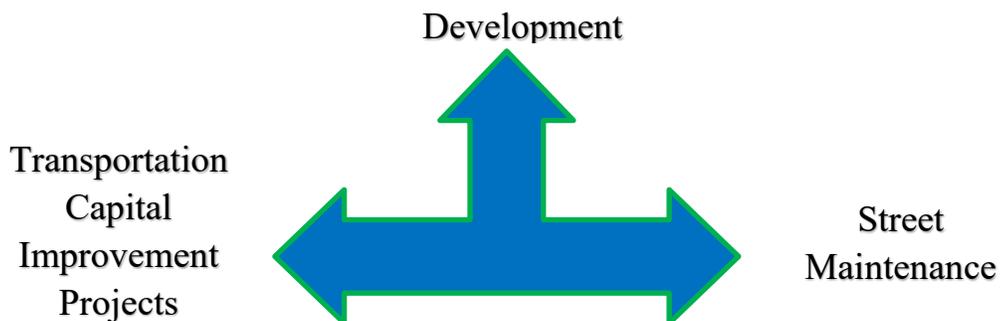
- 83 Interrupted Pathways (a sidewalk that has an interruption such as missing blocks, etc. Less than 10 feet in length.)
- 322 Missing Pathways (a sidewalk that is missing, creating connectivity gaps in the pedestrian network. More than 10 feet in length.)
- 15 Narrow Access Paths (less than 36 inches)
- 3635 ADA Compliant Ramps
- 647 Non-Compliant Ramps
- 10 Paths Narrower than 60 inches without a passing area
- 238 Supports

## **(3) Methods to Make Facilities Accessible**

The 2024 ADA Transition Plan documents and reaffirms Carson City's methods currently in place to improve the accessibility of pedestrian walkways. The most significant challenge for making pedestrian facilities ADA compliant is funding availability. The City employs a three-pronged approach to upgrading pedestrian facilities.

- Transportation Capital Improvement Projects** – all capital projects constructed by City Departments are required to be designed to meet the 2010 ADA Standards for Accessible Design. In 2011, new design guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) were proposed. On August 8, 2023, the Architectural and Transportation Barriers Compliance Board (Access Board) published the Final Public Right-of-Way Accessibility Guidelines (Final PROWAG) in the Federal Register. Carson City plans to follow PROWAG in the design of projects. Capital projects that alter the roadway are required to provide curb ramps where street-level pedestrian walkways cross the curbs (street crossings). Roadway alterations are defined as reconstruction, rehabilitation, resurfacing, widening, and projects of similar scale and effect. Certain maintenance and pavement preservation projects do not require adding curb ramps; however, all transportation capital projects evaluate pedestrian accessibility during project scoping, in accordance with the City’s adopted Complete Streets Policy (<https://www.carson.org/government/departments-g-z/public-works/transportation/documents>).
- Development Permits** – all new private construction is required to comply with currently adopted ADA Accessibility Guidelines. Existing development seeking permits for expansion or rehabilitation are required to comply with accessibility guidelines. In addition, existing development, at the time of a permit, is required to bring inadequate infrastructure in the right-of-way into compliance with ADA guidelines. This includes removing barriers such as missing curb ramps, deteriorated and excessively cracked sidewalks, areas of narrow access, and missing walkways.
- Street Maintenance** – Public Works street crews repair deteriorated concrete throughout the year. Repairs are prioritized based on safety, customer requests, and funding availability. A multi-year schedule is used to track repairs.

The current process allows for a responsive, customer-friendly approach. Over the coming years, Carson City’s Street Maintenance Division will incorporate and prioritize accessibility barriers identified in this plan into its annual work program. ADA compliant curb ramps will then need to be tracked and updated into the Transportation Asset Management System.



#### **(4) Schedule to Eliminate Barriers**

Availability of funding plays an important role in the City's ability to eliminate barriers, and can vary year-to-year. Annually, there is approximately \$580,000 allocated toward sidewalk improvements through a combination of funding from capital projects, street maintenance, and competitive grant funding. Competitive grant funding, which is difficult to predict, is a primary source of funding to eliminate barriers.

Currently there are approximately 12 million square feet of sidewalk in the City, which would cost approximately \$101 million to replace. The lifespan of concrete sidewalks are approximately 80 years. However, according to the Federal Highway Administration, Northern Nevada's freeze and thaw climate cuts the expected lifespan of concrete sidewalks to 25 years. De-icing products can cause the surface to deteriorate faster. Given the current annual budget (\$580,000) allocated toward sidewalk infrastructure, Carson City would be able to replace its entire network every 168 years. As a result, the schedule to eliminate known barriers and future barriers (as sidewalk infrastructure degrades) is ongoing.

This plan prioritizes barriers that pose significant safety issues, such as missing curb ramps, missing sidewalks, and narrow access, due to their ability to force pedestrians off the sidewalk network and into the roadway. These barriers will further be prioritized based on the proximity to high use areas and the condition of the concrete. Due to the limited funds available, it is important that sidewalk infrastructure in fair condition, not posing an immediate safety hazard, be retained to the extent possible.

#### **Grievance Procedure**

Should there be anybody that has a grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City, a Complaint should be filed. The Complaint should be in writing and contain information about the alleged discrimination. Alternative means of filing complaints, such as personal interviews or a tape recording of the Complaint, will be made available, upon request, for persons with disabilities. Below is the link to the Grievance Procedures and Form.

<https://www.carson.org/government/departments-g-z/public-works/transportation/documents>

- End of Executive Summary -

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# 2024 ADA TRANSITION PLAN

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## 1.0 ADA Policy Statement

The purpose of the 2024 ADA Transition Plan is to provide the framework for achieving equal access throughout Carson City's transportation programs, services, and activities. Carson City believes accommodating disabled persons throughout the transportation system is essential to good customer service, a high quality of life for residents and visitors, and to promote effective governance.

The ADA Policy is supported by the following goals:

From the **Carson City Board of Supervisor's FY 2022-2026 Strategic Plan**

### **Vision**

To be a leader among cities as an inviting, prosperous community where people live, work and play.

### **Mission**

To preserve and enhance the quality of life and heritage of Carson City for present and future generations of residents, workers, and visitors.

### **Values**

*Customer Service:* We value our residents, businesses, and visitors by committing to provide efficient and effective customer service.

*Organizational Culture:* We value an environment that fosters a proactive, team-oriented approach to delivering solutions.

*Integrity:* We value an ethical and accountable government that is open, accessible, and a responsible steward of public funds.

From national transportation legislation, **National Performance Goals** [[23USC §150\(b\)](#)]

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
- **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System.
- **System Reliability** - To improve the efficiency of the surface transportation system.
- **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.

- **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

From the **Carson Area Metropolitan Planning Organization's (CAMPO) 2050 Regional Transportation Plan**

- Increase the safety of the transportation system for all users
- Maintain a sustainable regional transportation system
- Increase the mobility and reliability of the transportation system for all users
- Maintain and develop a multi-modal transportation system that supports economic vitality
- Provide an integrated transportation system

From the **Carson City Complete Streets Policy**

- To create a comprehensive, integrated, and connected transportation network that supports compact, sustainable development and provides for livable communities.
- To ensure safety, accessibility, and ease of transfer between modes for all users of the transportation system.
- To provide context sensitive, aesthetic improvements for new and existing roadways that best meet the needs and desires of the community.

## 1.1 Legislative Mandate

The federal legislation, known as the Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. The ADA is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life.

Title II of the ADA specifically applies to state and local governments, referred to as “public entities” and their programs and services. Title II of the ADA requires that all Programs, Services, and Activities of public entities provide equal access for individuals with disabilities.

To comply with Title II, Carson City is required to have and maintain an ADA transition plan that makes gradual progress toward development of a full self-evaluated inventory of barriers within pedestrian facilities located in the public right-of-way.

Title II requires that a Transition Plan include:

- (1) The official responsible for implementation of the transition plan
- (2) An inventory of barriers (obstacles to access)
- (3) Methods used to make facilities accessible
- (4) A schedule demonstrating a strong commitment to eliminate the inventory of barriers

In 2011, new design guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) were proposed. On August 8, 2023, the Architectural and Transportation Barriers Compliance Board (Access Board) published the Final Public Right-of-Way Accessibility Guidelines (Final PROWAG) in the Federal Register. The new guidelines address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public right-of-way. These guidelines also review shared use paths, which are designed primarily for use by bicyclists and pedestrians for transportation and recreation purposes. Carson City plans to follow PROWAG in the design of all projects to the extent technically feasible.

## 1.2 ADA Program Information

The current Carson City ADA Coordinator's name and contact information is posted on the City's ADA Information webpage at: <https://www.carson.org/government/departments-affinance/risk-management/ada-information>.

The Carson City ADA Coordinator is:

Cecilia Meyer, ADA Coordinator, Carson City Risk Management  
201 N. Carson Street, Suite #3  
Carson City, Nevada 89701, 775-283-7484, [cmeyer@carson.org](mailto:cmeyer@carson.org)

The Official responsible for implementation of the ADA Transition Plan for Pedestrian Facilities in the Public Right-of-Way is:

Christopher Martinovich, Transportation Manager  
Carson City Public Works, 3505 Butti Way  
Carson City, Nevada 89701, 775-283-7367, [CMartinovich@carson.org](mailto:CMartinovich@carson.org)

### **1.3 Public Accommodation and Grievance Procedure**

In accordance with the requirements of the ADA, Carson City has established a Grievance Procedure, which may be used by anyone who wishes to file a complaint alleging discrimination based on disability in the provision of services, activities, programs, or benefit by Carson City. The public request for accommodations or the complaint/grievance process is an integral part of the Transition Plan. Public requests for accommodations or grievances/complaints often drive the prioritization of improvements.

To make a request for accommodation or to file a complaint/grievance regarding accessibility of pedestrian facilities in the public right-of-way (i.e., missing curb ramps or deteriorated sidewalk), the ADA Coordinator should be contacted in writing in a way that describes the issue in detail and includes the location. If the person needs help in completing the required forms for the ADA Coordinator, assistance can be provided upon request. The ADA Coordinator will then route this information to the appropriate City department for review and possible action. The City department will then respond to the ADA Coordinator with its findings. The ADA Coordinator will then record the City's formal response and will reply to the requestor or the complainant/grievant. All accommodation requests and complaints/grievances are kept on file pursuant to the City's and State's records retention policies.

Below is the link to the City's Grievance Procedure and Grievance Form. The Form is also included as Attachment A:

Appendix A, Grievance Procedure and Grievance Form  
<https://www.carson.org/home/showdocument?id=69771>

## **1.4 History and Goals of Past ADA Transition Plans**

In 2015, Kimley Horn prepared the first ADA Transition Plan and was later approved by the Carson City Regional Transportation Commission (RTC). The purpose of the Plan was to provide an ADA Transition Plan for Transportation Facilities within Carson City, Nevada. The main goal for future Plans is to have additional program, service, activity, and facility evaluations be completed to provide a comprehensive Transition Plan for all of Carson City's public facilities.

Five years later, the ADA Transition Plan was updated and approved by the RTC in 2020. Based on the 2015 ADA Transition Plan, the main purpose of the 2020 Plan was to provide the framework for achieving equal access throughout Carson City's Programs, Services, and Activities. The 2020 Plan expanded the inventory of Transportation Facilities to include the number of existing and missing curb ramps and the linear miles of sidewalk. The goal for future plans is to expand the inventory to include all accessibility barriers such as areas of narrow access less than 36 inches, non-compliant existing curb ramps, non-compliant pedestrian push buttons and accessible pedestrian signals, discontinuities in the sidewalk, and missing walkways.

As of 2024, the inventory of accessibility barriers, or ADA barriers, has been expanded to include the previously mentioned barriers.

## 1.5 Public Outreach

Carson City provided several opportunities to receive input from various departments within the City as well as the public concerning the 2015 ADA Transition Plan. Efforts in 2015 included the formation of an ADA transition plan committee, a public workshop, a liaison committee, and the holding of a public meeting to share the draft plan with the public and solicit input. The information gathered from this outreach helped to form the framework for the 2015 Plan.

In 2016, Carson City established a Customer Request online forum ([Carson City Connect](#)). This forum has been used to receive comments and complaints from the public. Since the start of 2016, there have been approximately 386 customer requests that have involved sidewalk repair or obstructions in the sidewalk. This application is used by the Street Maintenance Division to rapidly respond to serious hazards on pedestrian facilities within the right-of-way.

The most recent update to the ADA Transition Plan occurred in 2020. In February 2020, an ad was placed in the local newspaper and on the City's website, presenting the draft 2020 ADA Transition Plan for Pedestrian Facilities in the Public Right-of-Way and invited individuals to meet with City staff to discuss the plan and its priorities, and to inform the public about the upcoming meetings noted below. The 2020 ADA Transition Plan was primarily technical in nature; thus, extensive outreach was not performed. The technical elements involved the development of sidewalk and curb ramp inventories, and the start of an inventory for accessibility barriers.

The draft 2024 ADA Transition Plan for Pedestrian Facilities in the Public Right-of-Way will be advertised for a 30-day public comment period before presentation at the Carson Area Metropolitan Planning Organization and the Carson City Regional Transportation Commission in Summer 2024. In development of this plan, the City's ADA Coordinator has been consulted. At the time of this report, no formal complaints/grievances have been submitted.

To showcase the removal of ADA barriers and the quantity of projects in Carson City, a Story Map or an interactive map will be created to help increase the awareness and garner support for the 2024 ADA Transition Plan. The Story Map will also implement information provided by the Community Development, Engineering, and Streets Maintenance Divisions of Public Works to help viewers of the map to understand the process of identifying ADA barriers and the steps taken to remove them.

## 2.0 Inventory of Accessibility Barriers

The 2024 ADA Transition Plan builds upon the City's initial 2015 ADA Transition Plan that performed a self-evaluation on the following:

- Carson Municipal Code, Title 11, Chapter 11.12 – Encroachments, Obstructions, Maintenance and Construction of Highways and Sidewalks
- Carson Municipal Code, Title 18, Division 12.12 – Sidewalks, Curb and Gutter, Driveway Approaches, Curb-cuts, Alleys, and Bikeways
- City Standard Details for Public Works Construction
- ADA policies and procedures for City fixed-route bus service
- ADA policies and procedures for City paratransit bus service
- Transportation Facilities
  - Twenty-six (26) signalized intersections within Carson City
  - Approximately thirty (30) miles of arterial sidewalks were inventoried and evaluated. Sidewalks were selected based on pedestrian activity along the corridor and proximity to major traffic generators.
  - Forty-one (41) transit stops within Carson City were identified and evaluated. Transit stops were chosen for evaluation based on transit ridership data, snow removal priority, and whether a shelter was present.

The Carson Area Transportation System Management Plan (CATSMP) was initiated as a planning effort for CAMPO to establish commonly held operations and management objectives and as an asset management plan to support improved transportation system performance for the CAMPO region.

- The plan reviews CAMPO's current transportation system and identifies its needs related to operations and management to inform future investments needed to provide a safe and reliable transportation system for the region. The total number of physical elements collected as part of this project, as of 2021, included:
  - 73 Signalized Intersections
  - 22 Signalized Pedestrian Crossings
  - 21 Flashing Beacons
  - 10 Radar Speed Feedback Signs
  - 472 Supports
  - 1,172 Signal Related Signs.

The 2015 ADA Transition Plan for Transportation Facilities is incorporated by reference and available online at:

<https://www.carson.org/government/departments-g-z/public-works/transportation/documents>

The 2024 ADA Transition Plan expanded inventory of Carson City includes:

- 298 Linear miles of sidewalk
- 4,282 Existing Curb Ramps
- 628 Missing Curb Ramps
- 76 Signalized Intersections
- 26 Signalized Crosswalks

Appendix B of this 2024 ADA Transition Plan graphically shows the collected inventory of pedestrian facilities. As discussed in Section 3.1 of this plan, the inventory is displayed by Carson City's five Performance Districts.

The inventory has expanded to include other barriers such as areas of narrow access less than 36 inches, supports (sign, cabinet, or pole placed in the middle of a pathway), non-compliant curb ramps, discontinuities in the sidewalk (deteriorated, excessively cracked, or vertically offset sidewalks that impede accessibility), missing walkways (connectivity gaps in the existing pedestrian network), and paths narrower than 5 feet without a passing area.

- 83 Interrupted Pathways (a sidewalk that has an interruption such as missing blocks, etc. Less than 10 feet in length.)
- 322 Missing Pathways (a sidewalk that is missing, creating connectivity gaps in the pedestrian network. More than 10 feet in length.)
- 15 Narrow Access Paths (less than 36 inches)
- 3,635 ADA Compliant Ramps
- 647 Non-Compliant Ramps
- 10 Paths Narrower than 60 inches without a passing area
- 238 Supports

The inventory of sidewalks, existing curb ramps, and missing curb ramps have been incorporated into the City's overall Asset Management Program, which promotes a proactive maintenance and planning strategy, minimizes risk, maximizes the effective useful life of City assets, optimizes customer service, promotes data driven decisions, and increases transparency.

### **3.0 Methods to Make Facilities Accessible**

The 2024 ADA Transition Plan documents and reaffirms Carson City's established methods to improve the accessibility of pedestrian walkways. The most significant challenge for making pedestrian facilities ADA compliant is funding availability. The City employs a three-pronged approach to upgrading pedestrian facilities. ADA upgrades within Carson City are completed through the City's Transportation Capital Improvement Program, the City's development permit approval process, and the City's annual street maintenance program.

### **3.1 Transportation Capital Improvement Projects**

Transportation capital projects funded through the City's budget is one method the City uses to remove ADA accessibility barriers and to bring existing infrastructure into compliance with current ADA standards.

#### **Funding**

Funded through the City's annual budget process with revenue from fuel, sales, and infrastructure taxes, the Carson City Regional Transportation Commission (RTC) establishes priorities and recommends funding allocation for transportation improvement projects.

There is currently \$2.5 million in annual funding for Carson City Public Works to design and deliver transportation capital projects, a portion of which (\$250,000) is used to complete ADA improvements. In addition to the \$2.5 million in local funding, federal funding is available in the form of competitive grants, which is commonly sought and awarded. Typically, the federal grants require a local match that can range from 0% to 50%.

#### **Pavement Management Plan**

In 2023, Carson City updated the Pavement Management Plan for Fiscal Years 2024-2028, which formalizes and establishes an efficient and effective strategy for preserving and maintaining the City's roadways. The Plan establishes five performance districts within the City and a five-year rotating schedule to streamline work efforts.

The Plan identifies project evaluation criteria to prioritize projects consistently and transparently. The leading criteria include pavement condition, preventive and corrective maintenance schedule, roadway functional classification, and safety. As part of the safety criterion, projects that reduce ADA barriers are given points as part of the scoring/project selection process.

The Pavement Management Plan can be viewed online at the link below:

<https://www.carson.org/government/departments-g-z/public-works/preserve-carson-city-roads/preserve-carson-city-roads-document-page>

## Scoping and Design

After the project selection process, the projects go into the scoping and design phase. All new capital projects are designed to meet the 2010 ADA Standards for Accessible Design (2010 ADA Standards) and the ADA standards apply to facilities used by state and local governments to provide designated public transportation services, including bus stops and stations. The Final Public Right-of-Way Accessibility Guidelines (Final PROWAG) was published in the Federal Register.

## Technically Infeasible

The ADA Standards set minimum accessibility requirements for infrastructure design. In situations where strict compliance with the Standards is technically infeasible, the entity must comply to the maximum extent feasible. "Technically infeasible" is defined as something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements. Any existing pedestrian facility being replaced shall be made accessible to the maximum extent feasible. Carson City recognizes that there are locations where it is "technically infeasible" to bring a facility into full compliance due to existing physical site constraints. Alterations to features, spaces, or facilities within public rights-of-way are considered technically infeasible when existing physical site constraints such as underlying terrain, right-of-way availability, underground structures, adjacent developed facilities, drainage, or the presence of a notable natural or historic feature make it impracticable to bring the altered elements into compliance.

If a design element or elements are determined technically infeasible to achieve ADA compliance, then the pedestrian facility and features shall be documented with justification, approved by the City Engineer. Technical infeasibility does not apply for new construction. All new construction projects including pedestrian facilities or features shall meet current ADA standards unless it is structurally impracticable. Full compliance will be considered structurally impracticable only in those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features [[28 CFR 35.151\(a\)\(2\)](#)].

## **Maintenance versus Alterations**

Due to the tangential relationship between roadways and sidewalks, federal regulations provide additional guidance when existing roadways are being replaced or altered. The U.S. Department of Justice (DOJ) has issued a briefing memorandum clarifying what types of roadway projects are determined to be an alteration or a maintenance project, as well as what pedestrian facilities adjacent to the roadway project are required to be upgraded. A summary of the briefing memorandum is below, and a copy of the briefing memorandum is included in Appendix C.

### Summary of the Memorandum

DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. The Federal Highway Administration's (FHWA's) ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities could use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project if sidewalk is present or justified. This single Federal policy provides for increased consistency and improved enforcement.

The policy identifies specific asphalt and concrete-pavement repair treatments that are considered alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement.

This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. Figure 3.0 provides a summary of the types of projects that fall within maintenance versus alterations.

### Figure 3.0 Maintenance versus Alterations



## 3.2 Development Permits

A second method that the City uses to remove ADA accessibility barriers and to bring existing infrastructure into compliance with current ADA standards is through the City's development permit process.

All new private construction is required to comply with currently adopted ADA Accessibility Guidelines. Existing development seeking permits for expansion or rehabilitation are also required to comply with accessibility guidelines. Carson City Municipal Code, Title 11 Highway and Sidewalks, Chapter 11.12, requires existing development at the time of a permit to bring inadequate infrastructure in the right-of-way into compliance with ADA guidelines. This includes removing barriers such as missing curb ramps, deteriorated and excessively cracked sidewalks, areas of narrow access, and missing walkways.

The standards for development are contained within the Carson City Municipal Code, available online here: [https://library.municode.com/nv/carson\\_city/codes/code\\_of\\_ordinances](https://library.municode.com/nv/carson_city/codes/code_of_ordinances)

### **3.3 Street Maintenance**

The third method the City uses to remove ADA accessibility barriers and to bring existing infrastructure into compliance with current ADA standards is through the City's annual maintenance program. The annual work program budget is approximately \$130,000. Public Works street crew repair deteriorated concrete throughout the year. Repairs are prioritized based on safety, customer requests and complaints, and funding availability. A multi-year schedule is used to track repairs.

The current process allows for a responsive, customer-friendly approach. Over the coming years, Carson City's Street Maintenance Division will incorporate and prioritize accessibility barriers identified in this plan into its annual work program. ADA compliant curb ramps will then need to be tracked and updated into the Transportation Asset Management System.

## 4.0 Schedule to Eliminate Barriers

The availability of funding plays an important role in the City's ability to eliminate barriers and upgrade infrastructure. Annually, there is approximately \$580,000 allocated toward sidewalk improvements through a combination of funding from capital projects, street maintenance activities, and competitive discretionary grants. Competitive grants, which are difficult to predict, is a significant source of funding to eliminate barriers.

Currently there's approximately 298 linear miles or approximately 12 million square feet of sidewalk in the city, this would cost approximately \$101 million to replace. The replacement cost estimate is based on an \$15.00 per square foot concrete removal and replacement cost, and a \$50.00 per linear foot removal and replacement cost for curb and gutter. The lifespan of concrete sidewalks are approximately 80 years. However, according to the Federal Highway Administration, Northern Nevada's freeze and thaw climate, and exposure to de-icing products, the expected lifespan for concrete sidewalks is 25 years. Given the current annual funding amount (\$580,000) allocated toward sidewalk infrastructure, Carson City would be able to replace its entire network approximately every 168 years. As a result, the schedule to eliminate known barriers and future barriers (as sidewalk infrastructure degrades) is ongoing.

At the time of this plan, the City had approximately 628 missing curb ramps. The cost for a curb ramp can range between \$5,000 and \$15,000 each. The total cost to eliminate missing ramps is approximately \$3 to \$9 million.

This 2024 ADA Transition Plan prioritizes barriers that pose immediate safety hazards, such as missing ramps and narrow access, due to their ability to force pedestrians off the sidewalk network and into the roadway. These barriers will further be prioritized based on the proximity to high-use areas, high volume roadways, and the condition of the concrete. Due to the limited funds available it is important that sidewalk infrastructure in fair condition, not posing an immediate safety hazard, is retained to the extent possible.

This ADA Transition Plan is a living document aimed at guiding investment to reduce ADA barriers and to demonstrate Carson City's strong commitment toward providing equal access to the maximum extent possible.

To illustrate Carson City's past and future commitment to ensuring equal access, below is a list of significant transportation related capital projects since 2020 that involve upgrades to pedestrian facilities. Some of the projects were entirely focused on pedestrian facilities while others were focused on roadway improvements with associated pedestrian improvements. For a more in-depth look into the Capital Transportation Projects that had Pedestrian improvements, please use the link below to view our Story Map about ADA Barriers in Carson City. The link to the Story Map can be found at the link below.

<https://storymaps.arcgis.com/stories/f9fae99fa0714ec3b37b4a59b4f3d18a>.

Figure 4.0 provides a list of transportation related capital projects.

**Figure 4.0 List of Transportation related Capital Projects from 2020 to 2024**

- 2020 (constructed) – College Parkway Improvements
- 2020 (constructed) – Saliman Road / Russell Way Pavement Preservation
- 2020 (constructed) - Airport Road ADA Project
- 2020 (constructed) - Fairview Drive Rehabilitation Project
- 2020 (constructed) – Telegraph Pavement Reconstruction
- 2021 (constructed) - Multi-Use Path to Colorado Street Project
- 2021 (constructed) – Northridge Drive Pavement Reconstruction
- 2021 (constructed) - South Carson Street Complete Street Project
- 2022 (constructed) – Saliman Road Pavement Preservation Project
- 2022 (constructed) – Curry Street Pavement Preservation Project
- 2022 (constructed) – Center Drive Reconstruction Project
- 2022 (constructed) – Silver Sage Drive Pavement Preservation Project
- 2023 (constructed) – Colorado Street CDBG Pavement Project
- 2023 (constructed) – Desatoya ADA Improvements
- 2023 (constructed) – Mountain Street Preservation Project
- 2024 (under construction) – Freeway Multi-Use Path to the Edmonds Sport Complex
- 2024 (planned) – E. 5<sup>th</sup> Street Reconstruction Project
- 2024 (planned) – East William Complete Streets Project
- 2024 (planned) – DMV Multi-Use Path Project.
- 2024 (planned) – Winnie Lane Reconstruction Project.
- 2024 (planned) – FTA/RACC Downtown Sidewalk and Pedestrian Improvement

- 2025 (planned) – West Carson Vulnerable User Pedestrian Safety Improvement Project
- 2025 (planned) – Carmine Street Rehabilitation Project
- 2026 (planned) – Roop Street Rehabilitation Project
- TBD (planned) - North Carson Complete Streets Project

## **5.0 Future ADA Transition Plan Updates**

This ADA Transition Plan is a living document aimed at guiding investment to reduce accessibility barriers and to demonstrate Carson City's strong commitment to providing equivalent access to the maximum extent possible. The Plan should be revisited at least once every 5-years to report the progress being made and report the inventory of ADA Barriers in Carson City.

# **Appendix A**

## **Grievance Procedures**

**&**

## **Grievance Form**



## CARSON CITY, NEVADA

Grievance Procedure under  
The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a Complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The Complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the Complaint, will be made available, upon request, for persons with disabilities.

The Complaint should be submitted by the grievant and/or their designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Cecilia Meyer, ADA Coordinator  
Carson City Risk Management  
201 N. Carson Street, Suite #3  
Carson City, NV 89701

Within 15 calendar days after receipt of the Complaint, the ADA Coordinator, Cecilia Meyer, or her designee, will speak to or meet with the complainant (whichever the complainant desires) to discuss the Complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator, Cecilia Meyer, or her designee, will respond in writing, and, where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and may offer options for substantive resolution of the Complaint.

If the response by the ADA Coordinator, Cecilia Meyer, or her designee, does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 15 calendar days after receipt of the response, to the City Manager, Nancy Paulson, or her designee.

Within 15 calendar days after receipt of the appeal, the City Manager, Nancy Paulson, or her designee, will speak to, or meet with the complainant (whichever the complainant desires) to discuss the Complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager, Nancy Paulson, or her designee, will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the Complaint.

All written complaints received by the ADA Coordinator, Cecilia Meyer, or her designee, appeals to the City Manager, Nancy Paulson, or her designee, and responses from these two offices will be retained by the City for at least three years.

Attachment B to Settlement Agreement between the United States of America and **Carson City**, Nevada in DJ# **204-46-149**

*Revised 1/2020*

**DEPARTMENT OF RISK MANAGEMENT**  
**201 North Carson Street, Suite #3, Carson City, NV 89701 – Phone (775) 283-7484 Fax (775) 887-2107 TDD 711**



## CARSON CITY, NEVADA CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

### NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

**In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, Carson City will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities.**

**Employment:** The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

**Effective Communication:** The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, although otherwise animals are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact the ADA Coordinator, Cecilia Meyer, in the office of Risk Management, at 775-887-2133, as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a City program, service, or activity is not accessible to persons with disabilities should be directed to the ADA Coordinator, Cecilia Meyer, in the office of Risk Management at 775-283-7484.

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Attachment A to Settlement Agreement between the United States of America and **Carson City**, Nevada in DJ# 204-46-149.

*Revised 1/2020*

**DEPARTMENT OF RISK MANAGEMENT**  
201 North Carson Street, Suite #3, Carson City, NV 89701 – Phone (775) 283-7484 Fax (775) 887-2107 TDD 711

# Grievance Form

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on page 3.

Complainant: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Person Discriminated Against (if same as above, proceed to next page):

\_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Government, or organization, or institution which you believe has discriminated:

Name: \_\_\_\_\_

When did the discrimination occur? \_\_\_\_\_ Date: \_\_\_\_\_

Where did the discrimination occur? \_\_\_\_\_

Describe the incident/complaint with enough detail so the nature of the grievance can be understood (use space on page 3 if necessary):

\_\_\_\_\_

\_\_\_\_\_

Have efforts been made to resolve this complaint through the internal grievance procedure of the government, organization, or institution?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes: what is the status of the grievance?

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Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes:

Agency or Court: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Do you intend to file with another agency or court?

Yes \_\_\_\_\_ No \_\_\_\_\_

Agency or Court: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Additional space for answers:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return to:

Cecilia Meyer, ADA Coordinator  
Carson City Risk Management  
201 N. Carson Street, Suite #3  
Carson City, NV 89701  
775-283-7484, cmeyer@carson.org

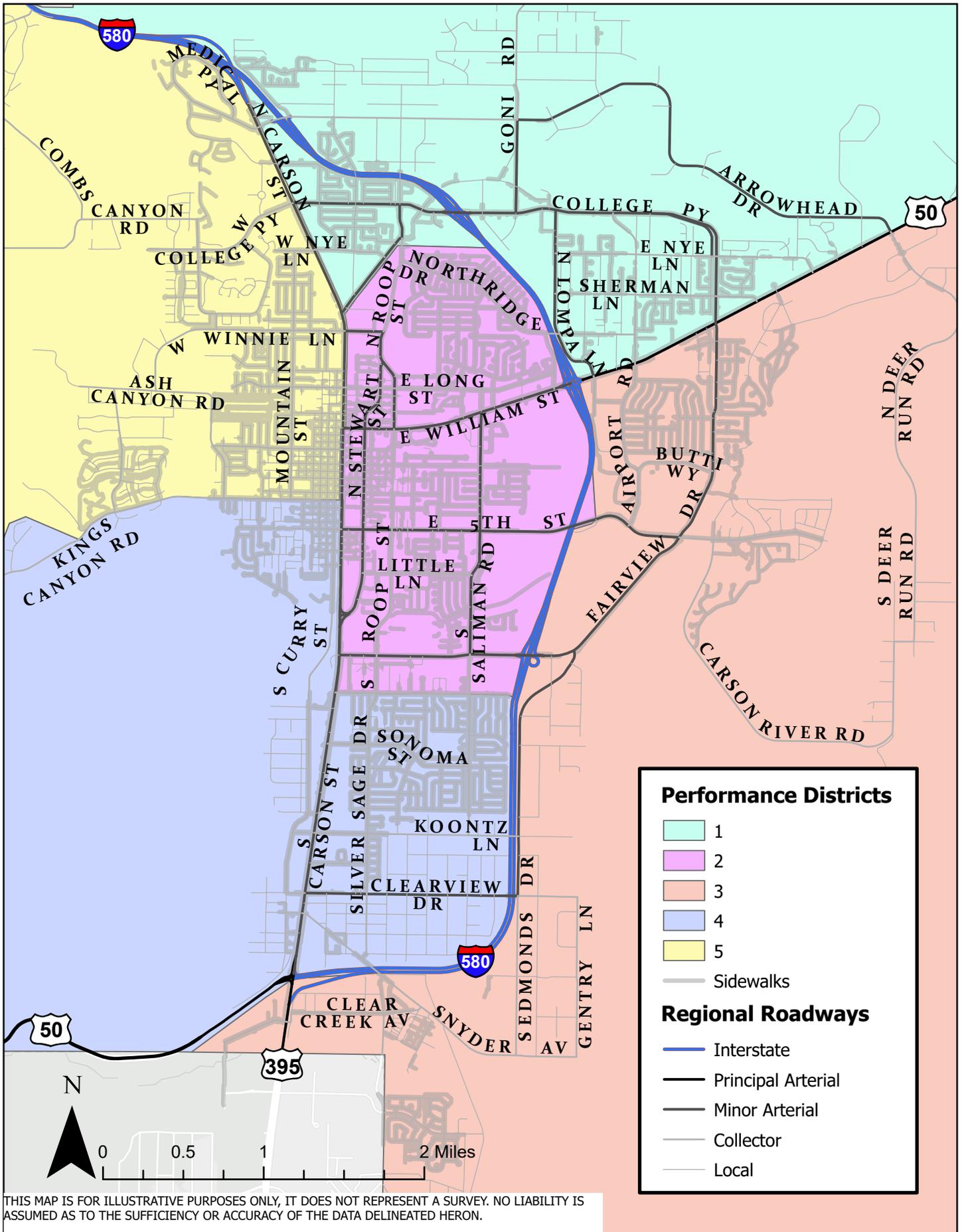
## **Appendix B**

### **Inventory of Pedestrian Facilities by Performance District**

#### **List of Maps**

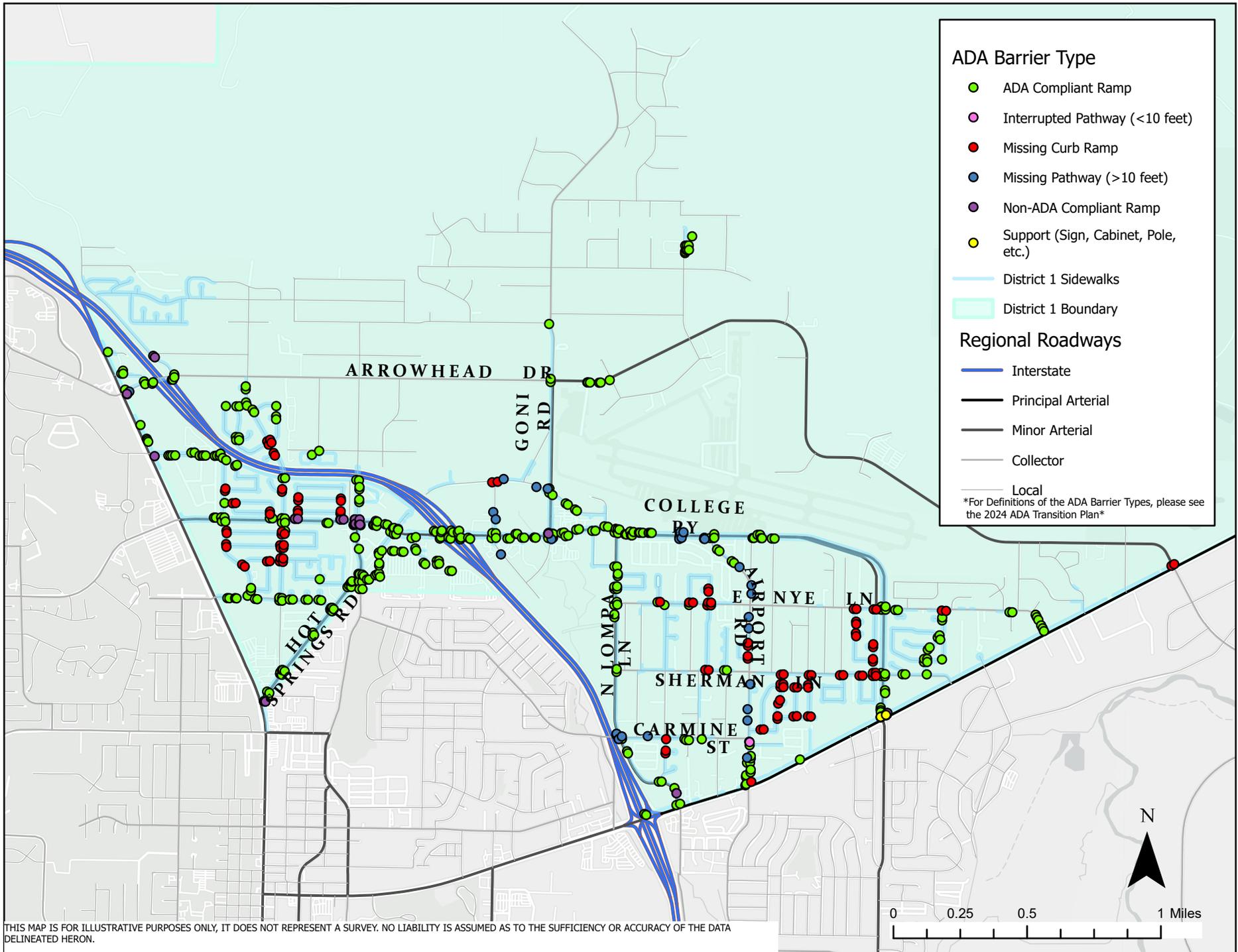
- Overview of Performance Districts
  - Performance District 1
  - Performance District 2
  - Performance District 3
  - Performance District 4
  - Performance District 5
- Douglas County CAMPO Portion
  - Lyon County CAMPO Portion

# Carson City Performance Districts



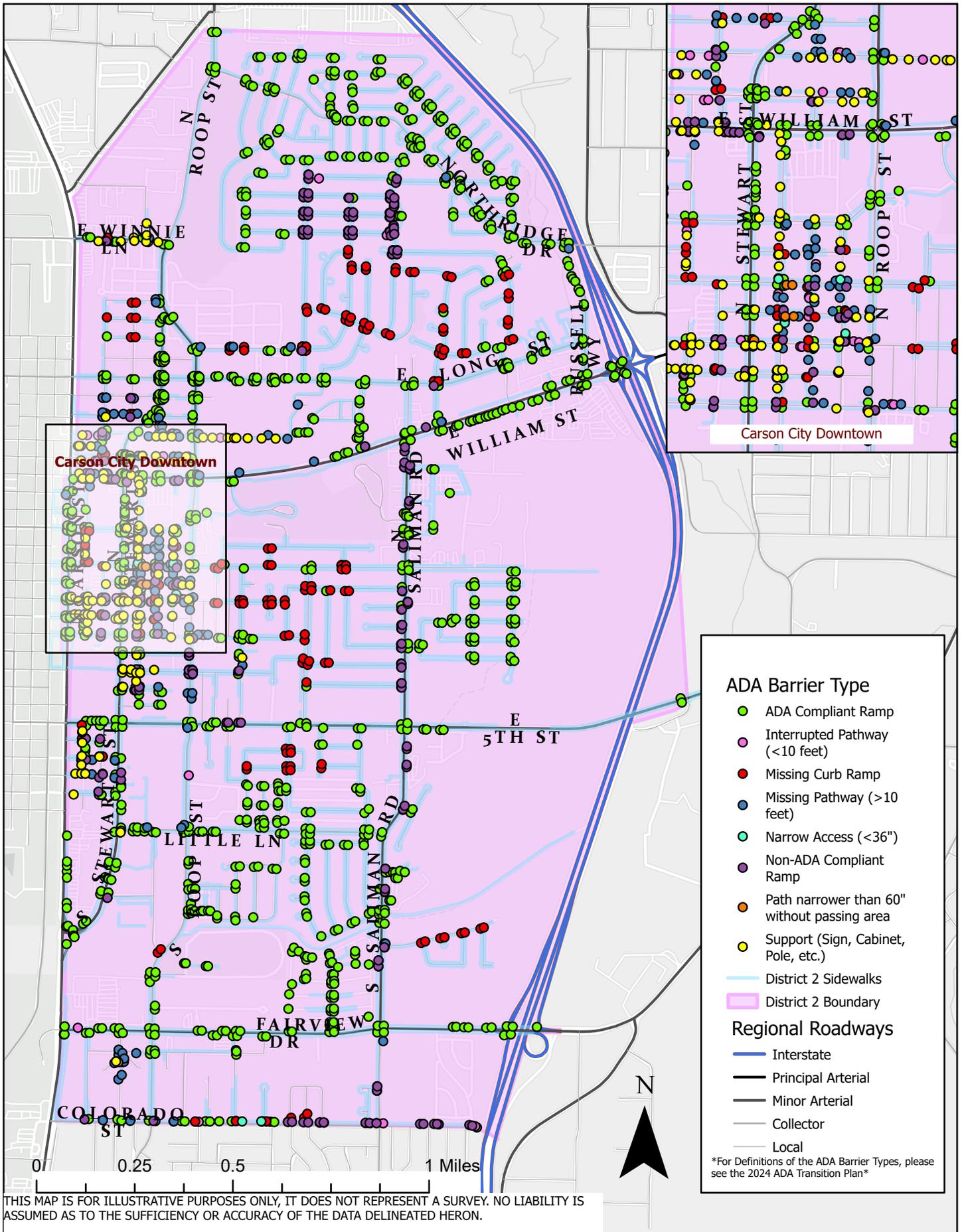
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HERON.

# Performance District 1 - 2024 Inventory of Pedestrian Facilities



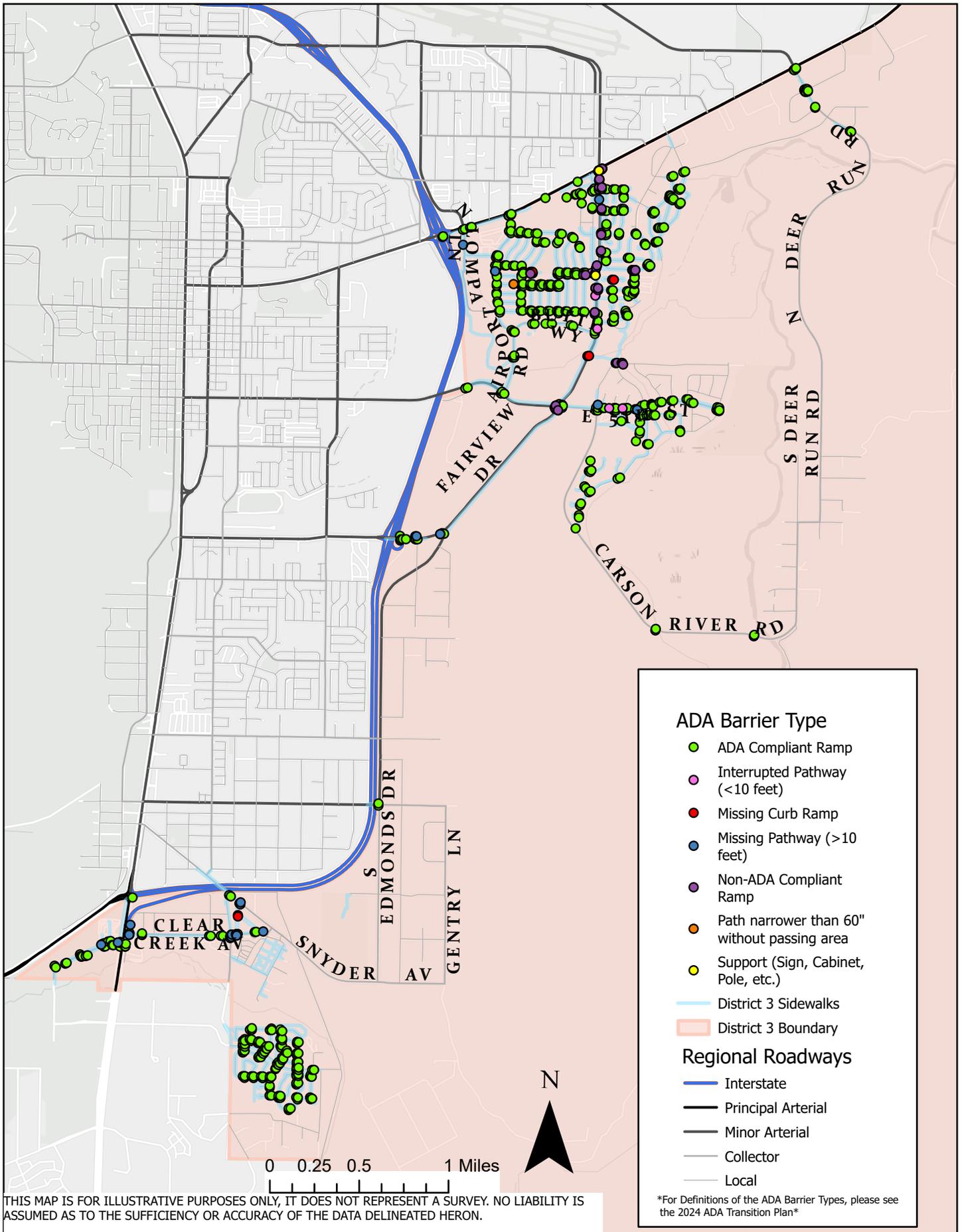
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HERON.

# Performance District 2 - 2024 Inventory of Pedestrian Facilities

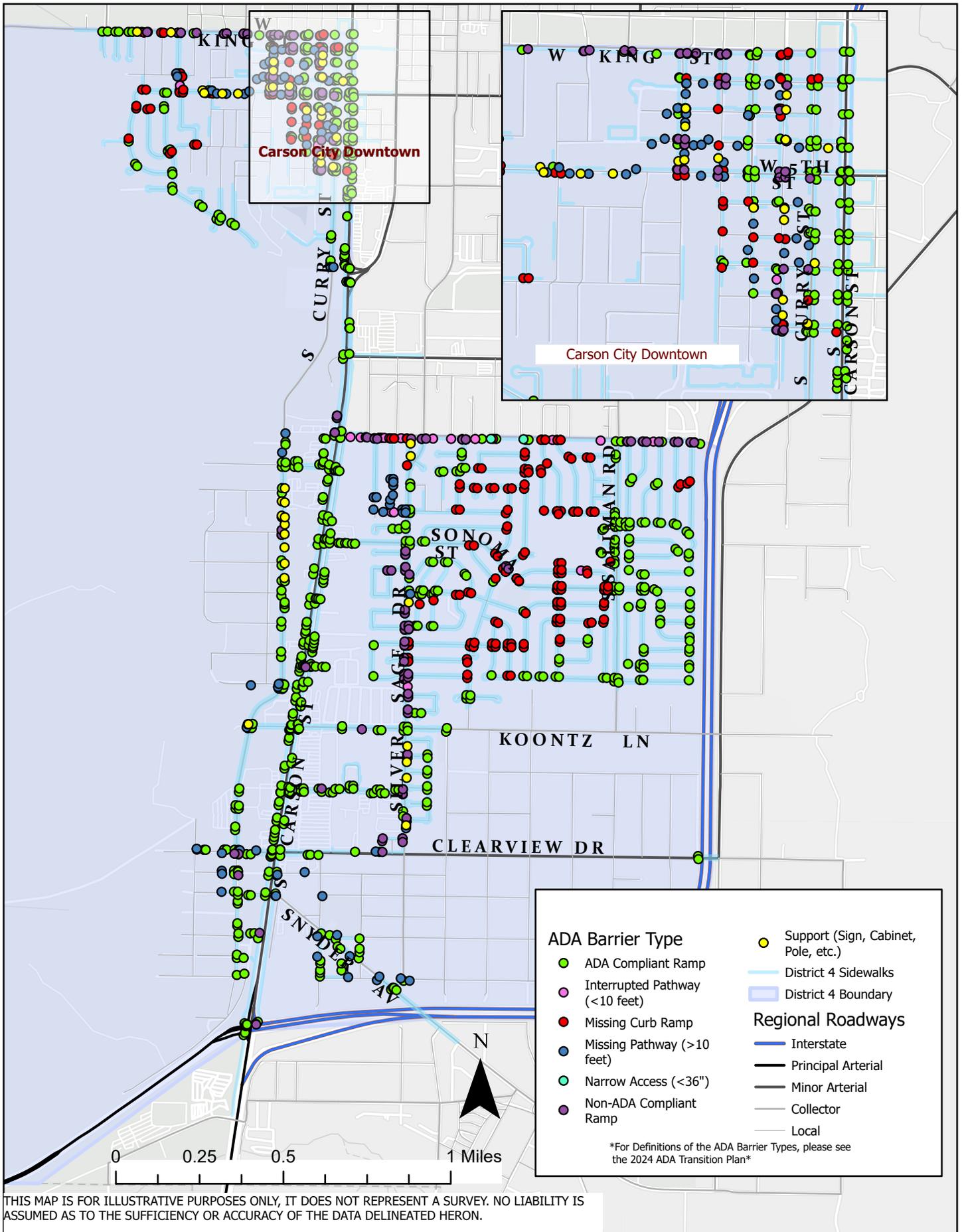


THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HERON.

# Performance District 3 - 2024 Inventory of Pedestrian Facilities

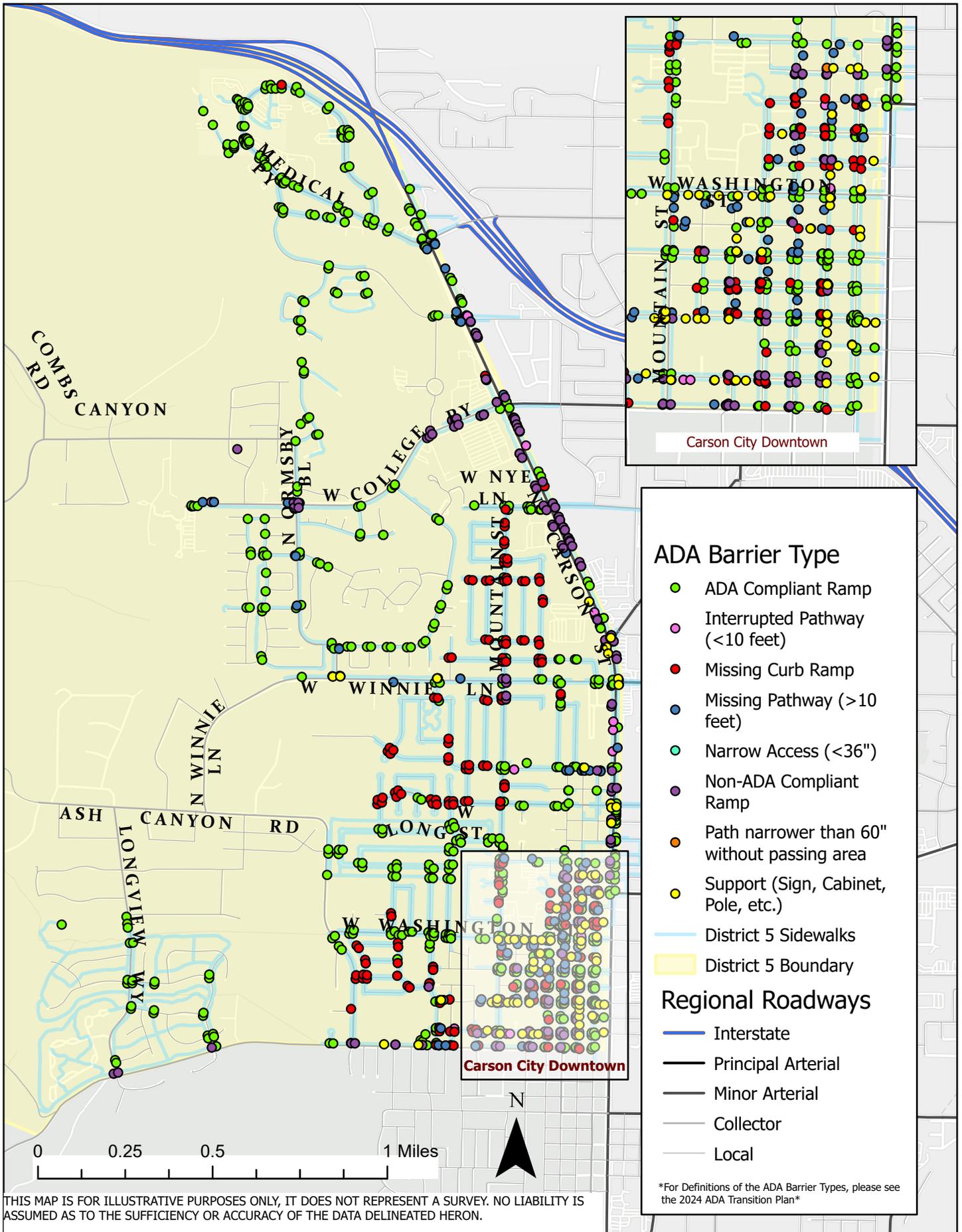


# Performance District 4 - 2024 Inventory of Pedestrian Facilities

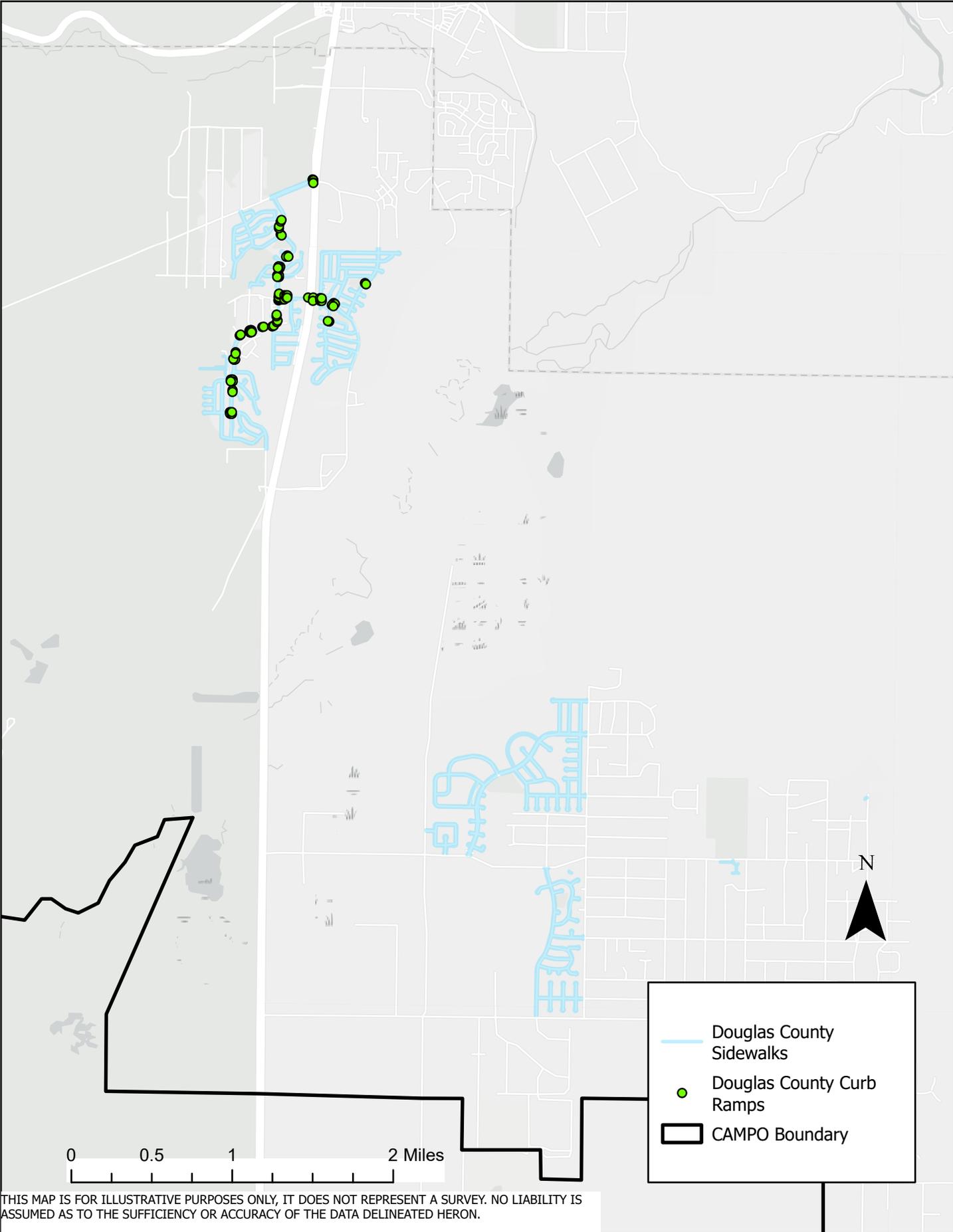


THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HERON.

# Performance District 5 - 2024 Inventory of Pedestrian Facilities

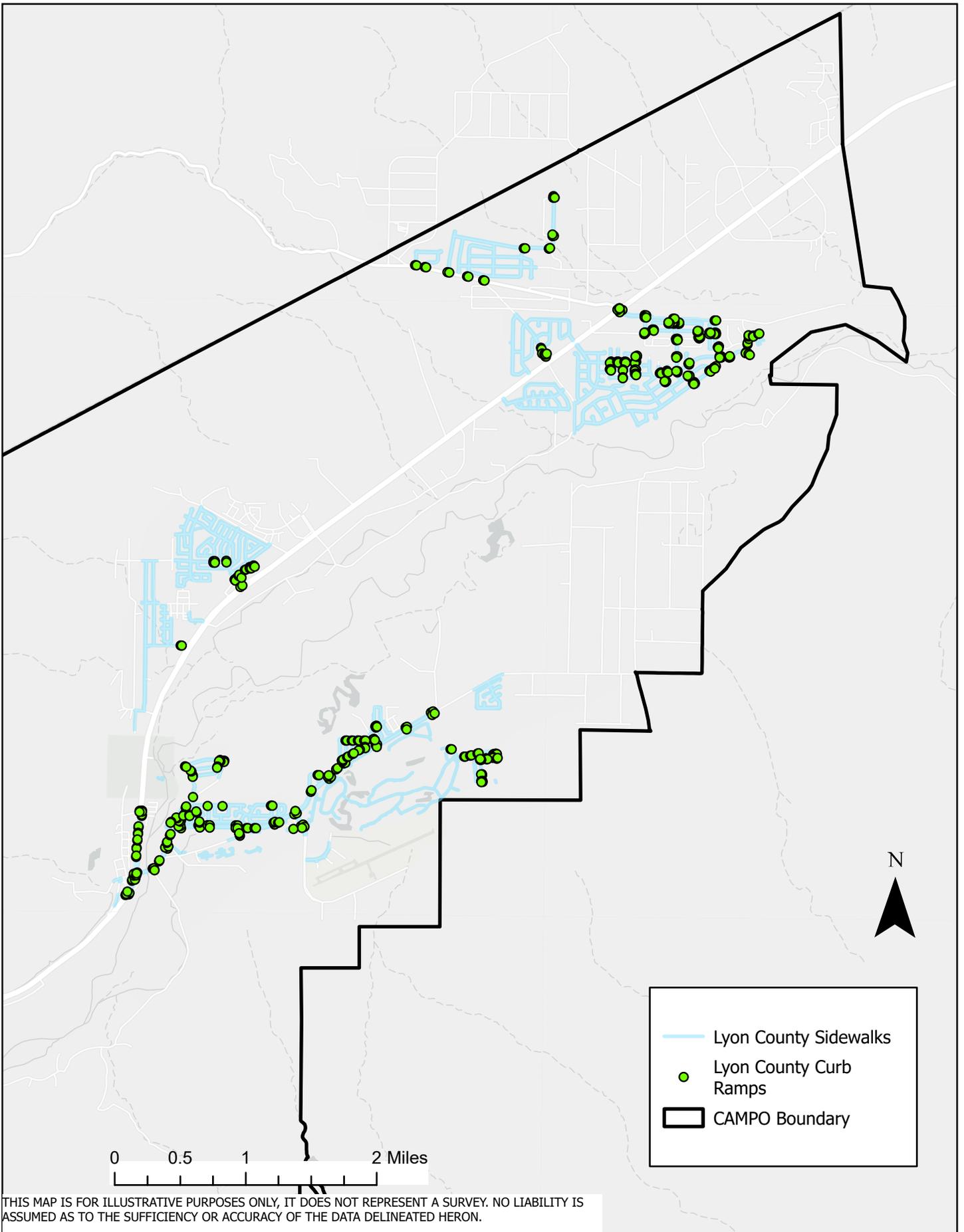


# Douglas County CAMPO Boundary Inventory of Pedestrian Facilities



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HERON.

# Lyon County CAMPO Boundary Inventory of Pedestrian Facilities



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

# **Appendix C**

**Maintenance**

**Versus**

**Alterations**

U.S. Department of Transportation

## Federal Highway Administration

1200 New Jersey Avenue, SE  
Washington, DC 20590  
202-366-4000

### FHWA Office of Civil Rights



U.S. Department of Justice  
Civil Rights Division  
*Disability Rights Section*



U.S. Department of Transportation  
**Federal Highway Administration**

## Department of Justice/Department of Transportation Joint Technical Assistance<sup>1</sup> on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing

Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. An important part of this requirement is the obligation whenever streets, roadways, or highways are *altered* to provide curb ramps where street level pedestrian walkways cross curbs.<sup>2</sup> This requirement is intended to ensure the accessibility and usability of the pedestrian walkway for persons with disabilities.

An alteration is a change that affects or could affect the usability of all or part of a building or facility.<sup>3</sup> Alterations of streets, roads, or highways include activities such as reconstruction, rehabilitation, *resurfacing*, widening, and projects of similar scale and effect.<sup>4</sup> Maintenance activities on streets, roads, or highways, such as filling potholes, are not alterations.

Without curb ramps, sidewalk travel in urban areas can be dangerous, difficult, or even impossible for people who use wheelchairs, scooters, and other mobility devices. Curb ramps allow people with mobility disabilities to gain access to the sidewalks and to pass through center islands in streets. Otherwise, these individuals are forced to travel in streets and roadways and are put in danger or are prevented from reaching their destination; some people with disabilities may simply choose not to take this risk and will not venture out of their homes or communities.

Because resurfacing of streets constitutes an alteration under the ADA, it triggers the obligation to provide curb ramps where pedestrian walkways intersect the resurfaced streets. See *Kinney v. Yerusalim*, 9 F 3d 1067 (3rd Cir. 1993). This obligation has been discussed in a variety of technical assistance materials published by the Department of Justice beginning in 1994.<sup>5</sup> Over the past few years, state and local governments have sought further guidance on the scope of the alterations requirement with respect to the provision of curb ramps when streets, roads or highways are being resurfaced. These questions have arisen largely due to the development of a variety of road surface treatments other than traditional road resurfacing, which generally involved the addition of a new layer of asphalt. Public entities have asked the Department of Transportation

and the Department of Justice to clarify whether particular road surface treatments fall within the ADA definition of alterations, or whether they should be considered maintenance that would not trigger the obligation to provide curb ramps. This Joint Technical Assistance addresses some of those questions.

### **Where must curb ramps be provided?**

Generally, curb ramps are needed wherever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be located to ensure a person with a mobility disability can travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street. However, the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Nor are curb ramps required in the absence of a curb, elevation, or other barrier between the street and the walkway.

### **When is resurfacing considered to be an alteration?**

Resurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.

### **What kinds of treatments constitute maintenance rather than an alteration?**

Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance because they do not significantly affect the public's access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: painting or striping lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching. In some cases, the combination of several maintenance treatments occurring at or near the same time may qualify as an alteration and would trigger the obligation to provide curb ramps.

### **What if a locality is not resurfacing an entire block, but is resurfacing a crosswalk by itself?**

Crosswalks constitute distinct elements of the right-of-way intended to facilitate pedestrian traffic. Regardless of whether there is curb-to-curb resurfacing of the street or roadway in general, resurfacing of a crosswalk also requires the provision of curb ramps at that crosswalk.

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<sup>1</sup> The Department of Justice is the federal agency with responsibility for issuing regulations implementing the requirements of title II of the ADA and for coordinating federal agency compliance activities with respect to those requirements. Title II applies to the programs and activities of state and local governmental entities. The Department of Justice and the Department of Transportation share responsibility for enforcing the requirements of title II of the ADA with respect to the public right of way, including streets, roads, and highways.

<sup>2</sup> See 28 CFR 35.151(i)(1) (Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway) and 35.151(i)(2) (Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways).

<sup>3</sup> 28 CFR 35.151(b)(1).

<sup>4</sup> 2010 ADA Accessibility Standards, section 106.5.

<sup>5</sup> See 1994 Title II Technical Assistance Manual Supplement, Title II TA Guidance: The ADA and City Governments: Common Problems; and ADA Best Practices Tool Kit for State and Local Governments: Chapter 6, Curb Ramps and Pedestrian Crossings under Title II of the ADA, available at [ada.gov](https://www.ada.gov).



**U.S. Department of Justice**  
Civil Rights Division  
*Disability Rights Section*



U.S. Department of Transportation  
**Federal Highway Administration**

## QUESTIONS & ANSWERS

### Supplement to the 2013 DOJ/DOT Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements To Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing

The Department of Justice (DOJ)/Department of Transportation (DOT) [Joint Technical Assistance on the Title II of the Americans with Disabilities Act \[ADA\] Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing](#) (Joint Technical Assistance) was published on July 8, 2013. This document responds to frequently asked questions that the Federal Highway Administration (FHWA) has received since the technical assistance document was published. In order to fully address some questions, the applicable requirements of Section 504 of the Rehabilitation Act of 1973 that apply to public entities receiving Federal funding from DOT, either directly or indirectly, are also discussed. This document is not a standalone document and should be read in conjunction with the [2013 Joint Technical Assistance](#).

**Q1: *When a pavement treatment is considered an alteration under the ADA and there is a curb ramp at the juncture of the altered road and an existing sidewalk (or other prepared surface for pedestrian use), but the curb ramp does not meet the current ADA Standards, does the curb ramp have to be updated to meet the current ADA Standards at the time of the pavement treatment?***

**A1:** It depends on whether the existing curb ramp meets the appropriate accessibility standard that was in place at the time it was newly constructed or last altered.

When the Department of Justice adopted its revised title II ADA Regulations including the updated ADA Standards for Accessible Design (2010 Standards,<sup>1</sup> as defined in 28 CFR 35.151), it specified that “(e)lements that have not been altered in existing facilities on or after March 15, 2012, and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 Standards or in the Uniform Federal Accessibility Standards (UFAS) ... are not required to be modified in order to comply with the requirements set forth in the 2010 Standards.” 28 C.F.R. 35.150(b)(2)(i). As a result of this “safe harbor” provision, if a curb ramp was built or altered prior to March 15, 2012, and complies with the requirements for curb ramps in either the 1991 ADA Standards for Accessible Design (1991 Standards, known prior to 2010 as the 1991 ADA Accessibility Guidelines, or the 1991 ADAAG) or UFAS, it does **not** have to be modified to comply with the requirements in the 2010 Standards. However, if that existing curb ramp did not comply with either the 1991 Standards or UFAS as of March 15, 2012, then the safe harbor does not apply and the curb ramp must be brought into compliance with the requirements of the 2010 Standards concurrent with the road alteration. See 28 CFR 35.151(c) and (i).

Note that the requirement in the 1991 Standards to include detectable warnings on curb ramps was suspended for a period between May 12, 1994, and July 26, 1998, and again between December 23, 1998, and July 26, 2001. If a curb ramp was newly constructed or was last altered when the detectable warnings requirement was suspended, and it otherwise meets the 1991 Standards, Title II of the ADA does not require that the curb ramp be modified to add detectable warnings in conjunction with a road resurfacing alteration project. See Question #14 however, for a discussion of the DOT Section 504 requirements, including detectable warnings.

**Q2: *The Joint Technical Assistance states that “[r]esurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling.” What constitutes “overlays of additional material to the road surface” with respect to milling, specifically, when a roadway surface is milled and then overlaid at the same height (i.e., no material is added that exceeds the height of what was present before the milling)?***

A2: A project that involves milling an existing road, and then overlaying the road with material, regardless of whether it exceeds the height of the road before milling, falls within the definition of “alteration” because it is a change to the road surface that affects or could affect the usability of the pedestrian route (crosswalk). See *Kinney v. Yerusalim*, 9 F.3d 1067 (3rd Cir. 1993). Alterations require the installation of curb ramps if none previously existed, or upgrading of non-compliant curb ramps to meet the applicable standards, where there is an existing pedestrian walkway. See also Question 8.

**Q3: *If a roadway resurfacing alteration project does not span the full width of the road, do I have to put in curb ramps?***

A3: It depends on whether the resurfacing work affects a pedestrian crosswalk. If the resurfacing affects the crosswalk, even if it is not the full roadway width, then curb ramps must be provided at both ends of the crosswalk. See 28 CFR 35.151(i).

Public entities should not structure the scope of work to avoid ADA obligations to provide curb ramps when resurfacing a roadway. For example, resurfacing only between crosswalks may be regarded as an attempt to circumvent a public entity’s obligation under the ADA, and potentially could result in legal challenges.

If curb ramp improvements are needed in the vicinity of an alteration project, it is often cost effective to address such needs as part of the alteration project, thereby advancing the public entity’s progress in meeting its obligation to provide program access to its facilities. See Question 16 for further discussion.

**Q4: *When a road alteration project triggers the requirement to install curb ramps, what steps should public (State or local) entities take if they do not own the sidewalk right-of-way needed to install the required curb ramps?***

A4: The public entity performing the alteration is ultimately responsible for following and implementing the ADA requirements specified in the regulations implementing title II. At the time an alteration project is scoped, the public entity should identify what ADA requirements apply and whether the public entity owns sufficient right-of-way to make the necessary ADA modifications. If the public entity does not control sufficient

right-of-way, it should seek to acquire the necessary right-of-way. If a complaint is filed, the public entity will likely need to show that it made reasonable efforts to obtain access to the necessary right-of-way.

**Q5: *The Joint Technical Assistance is silent on when it becomes effective. Is there an effective date for when States and local public entities must comply with the requirements discussed in the technical assistance?***

A5: The Joint Technical Assistance, as well as this Supplement to it, does not create any new obligations. The obligation to provide curb ramps when roads are altered has been an ongoing obligation under the regulations implementing title II of the ADA (28 CFR 35.151) since the regulation was initially adopted in 1991. This technical assistance was provided to respond to questions that arose largely due to the development of a variety of road surface treatments, other than traditional road resurfacing, which generally involved the addition of a new layer of asphalt. Although the Joint Technical Assistance was issued on July 8, 2013, public entities have had an ongoing obligation to comply with the alterations requirements of title II and should plan to bring curb ramps that are or were part of an alteration into compliance as soon as possible.

**Q6: *Is the curb ramp installation work required to be a part of the Plans, Specifications and Estimate package for an alteration project or can the curb ramp work be accomplished under a separate contract?***

A6: The curb ramp installation work can be contracted separately, but the work must be coordinated such that the curb ramp work is completed prior to, or at the same time as, the completion of the rest of the alteration work. See 28 CFR 35.151(i).

**Q7: *Is a curb ramp required for a sidewalk that is not made of concrete or asphalt?***

A7: The Joint Technical Assistance states that “the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use.” A “prepared surface for pedestrian use” can be constructed out of numerous materials, including concrete, asphalt, compacted soil, decomposed granite, and other materials. Regardless of the materials used to construct the pedestrian walkway, if the intent of the design was to provide access to pedestrians, then curb ramps must be incorporated where an altered roadway intersects the pedestrian walkway. See 28 CFR 35.151(i).

**Q8: *If an existing curb ramp is replaced as part of a resurfacing alteration, is there an obligation to address existing obstacles on the adjacent sidewalk at the same time?***

A8: No. The Joint Technical Assistance addresses those requirements that are triggered when a public entity alters a roadway where the roadway intersects a street level pedestrian walkway (28 CFR 35.151(i)). Public entities are required to address other barriers on existing sidewalks, such as steep cross slopes or obstructions, as part of their on-going program access and transition plan obligations under title II of the ADA and Section 504 and in response to requests for reasonable modifications under the ADA or reasonable accommodations under Section 504. See 28 CFR 35.105, 35.130(b)(7), and 35.150(d); see also 49 CFR 27.7(e), 27.11(c)(2).

**Q9: *Several pavement preservation treatment types are not listed in the technical assistance. If the treatment type is not specifically on the list of maintenance treatments, is it an alteration?***

A9: New treatments are always being developed and the best practice is for the City or other local public entity conducting the work, the State transportation agency, and FHWA to work together to come to an agreement on a reasonable determination of whether the unlisted treatment type is an alteration or maintenance and document their decisions. If the new treatment can be deemed to be the equivalent of any of the items listed as alterations, it is a reasonable interpretation that they are in fact alterations and should be treated as such.

**Q10: *When does a combination of two or more ‘maintenance’ treatments rise to the level of being an alteration?***

A10: The list of the pavement types that are considered maintenance, as stated in the 2013 Joint Technical Assistance document, are Chip Seals, Crack Filling and Sealing, Diamond Grinding, Dowel Bar Retrofit, Fog Seals, Joint Crack Seals, Joint Repairs, Pavement Patching, Scrub Sealing, Slurry Seals, Spot High-Friction Treatments, and Surface Sealing. The combination of two or more maintenance treatments may rise to the level of being an alteration.

The best practice is for the City or other local public entity conducting the work, the State transportation agency, and FHWA to work together to come to an agreement on a reasonable determination, document their policies, and apply that determination consistently in their locality.

**Q11: *When will utility trench work require compliance with ADA curb ramp requirements?***

A11: The answer to this question depends on the scope and location of the utility trench work being done. If the utility trench work is limited to a portion of the pavement, even including a portion of the crosswalk, repaving necessary to cover the trench would typically be considered maintenance and would not require simultaneous installation or upgrading of curb ramps. Public entities should note that the ADA requires maintenance of accessible features, and as such, they must ensure that when the trench is repaved or other road maintenance is performed, the work does not result in a lesser level of accessibility. See 28 CFR 35.133(a). If the utility work impacts the curb at a pedestrian street crossing where no curb ramp exists, the work affecting the curb falls within the definition of “alteration,” and a curb ramp must be constructed rather than simply replacing the curb. See 28 CFR 35.151(b) and 35.151(i).

If a public entity is unsure whether the scope of specific trench work and repair/repaving constitutes an alteration, the best practice is for the public entity to work together with the State transportation agency and the FHWA Division to come to an agreement on how to consistently handle these situations and document their decisions.

**Q12: *Is full-depth pavement patching considered maintenance?***

A12: The answer to this question depends on the scope and location of the pavement patch. If the pavement patch work is limited to a portion of the pavement, even including a portion of the crosswalk, patching the pavement would typically be considered maintenance and would not require simultaneous installation or upgrading of curb ramps. Public entities should note that the ADA requires maintenance of accessible features, and as such, they should ensure that when the pavement is patched or other road maintenance is performed, the work does not result in a lesser level of accessibility. See 28 CFR 35.133(a). If the pavement

patching impacts the curb at a pedestrian street crossing where no curb ramp exists, the work affecting the curb falls within the definition of “alteration,” and a curb ramp must be constructed rather than simply replacing the curb. See 28 CFR 35.151(b) and 35.151(i).

If a public entity is unsure whether the scope of specific full-depth pavement patching constitutes an alteration, the best practice is for the public entity to work together with the State transportation agency and the FHWA Division to come to an agreement on how to consistently handle these situations and document their decisions.

**Q13: Do any other requirements apply to road alteration projects undertaken by public entities that receive Federal financial assistance from DOT either directly or indirectly, even if such financial assistance is not used for the specific road alteration project at issue?**

A13: Yes, if a public entity receives any Federal financial assistance from DOT whether directly or through another DOT recipient, then the entity must also apply DOT’s Section 504 requirements even if the road alteration project at issue does not use Federal funds. See 49 CFR 27.3 (applicability of DOT’s Section 504 requirements) and 27.5 (definition of “program or activity”).

DOT’s Section 504 disability nondiscrimination regulations are found at 49 CFR Part 27. These regulations implement Section 504 of the Rehabilitation Act of 1973 (Section 504). In 2006, DOT updated its accessibility standards by adopting the 2004 Americans with Disabilities Act Accessibility Guidelines (2004 ADAAG<sup>2</sup>) into its Section 504 regulations at 49 CFR 27.3 (referencing 49 CFR Part 37, Appendix A). These requirements replaced the previously applicable ADA Standards for Accessible Design (1991) (formerly known as 1991 ADAAG). At that time, DOT’s regulation adopted a modification to Section 406 of the 2004 ADAAG which required the placement of detectable warnings on curb ramps.

The revised DOT Section 504 regulation also provided a “safe harbor” provision (similar to the ADA provision discussed in Question 1) that applies to curb ramps that were newly constructed or altered by entities receiving Federal financial assistance from DOT and that were in compliance with the 1991 ADAAG requirements prior to November 29, 2006. If the “safe harbor” applies, these curb ramps are still considered compliant and do not have to be modified to add detectable warnings unless they are altered after November 29, 2006. The DOT “safe harbor” provision is found at 49 CFR 37.9(c). DOT’s Section 504 regulations (49 CFR 27.19(a)) require compliance with 49 CFR Part 37.

The Section 504 safe harbor does not apply, however, if, at the time of the road alteration project, the existing curb ramp does not comply with the 1991 ADAAG and at that time it must be brought into compliance with the current DOT Section 504 requirements (2004 ADAAG) including detectable warnings.

**Q14: Does the Section 504 safe harbor apply to curb ramps built in compliance with 1991 ADAAG during the time period when the requirement for detectable warnings was suspended and the roadway is now being resurfaced where it intersects the pedestrian walkway?**

A14: If the curb ramps that were built or altered prior to November 29, 2006 were fully compliant with 1991 ADAAG at the time that the detectable warnings requirements were suspended, then the DOT Section 504

safe harbor applies to them and the recipient does not have to add detectable warnings as a result of a resurfacing project.

**Q15: *In addition to the obligations triggered by road resurfacing alterations, are there other title II or Section 504 requirements that trigger the obligation to provide curb ramps?***

A15: In addition to the obligation to provide curb ramps when roads are resurfaced, both DOJ's title II ADA regulation and DOT's Section 504 regulation (applicable to recipients of DOT Federal financial assistance), require the provision of curb ramps if the sidewalk is installed or altered at the intersection, during new construction, as a means of providing program accessibility, and as a reasonable modification under title II or a reasonable accommodation under Section 504.

### **New Construction and Alterations**

DOJ's title II ADA regulation provides that newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway. In addition, the regulation provides that newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. See 28 CFR 35.151(i). These curb ramps must comply with the 2010 Standards.<sup>3</sup>

DOT's Section 504 Federally assisted regulation also requires the provision of curb ramps in new construction and alterations. See 49 CFR 27.19(a) (requiring recipients of DOT financial assistance to comply with DOJ's ADA regulation at 28 CFR Part 35, including the curb ramp requirements at 28 CFR 35.151(i)); 49 CFR 27.75 (a)(2) (requiring all pedestrian crosswalks constructed with Federal financial assistance to have curb cuts or ramps).

### **Program Accessibility**

Both DOJ's title II ADA regulation and DOT's Section 504 regulation require that public entities/recipients operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This obligation, which is known as providing "program accessibility," includes a requirement to evaluate existing facilities in the public right-of-way for barriers to accessibility, including identifying non-existent or non-compliant curb ramps where roads intersect pedestrian access routes (sidewalks or other pedestrian walkways). After completing this self-evaluation, a public entity/recipient must set forth a plan for eliminating such barriers so as to provide overall access for persons with disabilities. See 28 CFR 35.150, and 49 CFR 27.11(c).

Since March 15, 2012, the DOJ title II regulation requires the use of the 2010 Standards for structural changes needed to provide program access. However, in accordance with the ADA safe harbor discussed in Question 1, if curb ramps constructed prior to March 15, 2012 already comply with the curb ramp requirements in the 1991 Standards, they need not be modified in accordance with the 2010 Standards in order to provide program access, unless they are altered after March 15, 2012.

Similarly, DOT's Section 504 "safe harbor" allows curb ramps that were newly constructed or altered prior to November 29, 2006, and that meet the 1991 ADAAG to be considered compliant.<sup>4</sup> Elements not covered

under the safe harbor provisions may need to be modified to provide program access and should be incorporated into a program access plan for making such modifications. 49 CFR 27.11(c)(2).

Under Section 504, self-evaluations and transition plans should have been completed by December 29, 1979. Under the ADA, transition plans should have been completed by July 26, 1992, and corrective measures should have been completed by January 26, 1995. While these deadlines have long since passed, entities that did not develop a transition plan prior to those dates should begin immediately to complete their self-evaluation and develop a comprehensive transition plan.

### **Reasonable Modification /Accommodation**

In addition to alteration and program accessibility obligations, public entities may have an obligation under title II and Section 504 to undertake curb ramp construction or alteration as a “reasonable modification/accommodation” in response to a request by, or on behalf of, someone with a disability. Such a request may be made to address a non-compliant curb ramp outside of the schedule provided in the public entity’s transition plan. A public entity must appropriately consider such requests as they are made. 28 CFR 35.130(b)(7); 49 CFR 27.7(e).

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<sup>1</sup> The 2010 Standards can be found on DOJ’s website at

[http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

<sup>2</sup> In 2004, the United States Architectural and Transportation Barriers Board (U.S. Access Board) published the Americans with Disabilities Act Accessibility Guidelines (2004 ADAAG), which serve as the basis of the current enforceable ADA standards adopted by both DOT and DOJ.

<sup>3</sup> The 2010 Standards include a provision on equivalent facilitation that allows covered entities to use other designs for curb ramps if such designs provide equal or greater access. See section 103 of the [2010 Standards](#).

<sup>4</sup> The DOT “safe harbor” provision is found at 49 CFR 37.9(c). DOT’s Section 504 regulations (49 CFR 27.19(a)) require compliance with 49 CFR Part 37.

The Americans with Disabilities Act authorizes the Department of Justice (the Department) to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department's regulations.

This guidance document is not intended to be a final agency action, has no legally binding effect, and may be rescinded or modified in the Department's complete discretion, in accordance with applicable laws. The Department's guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent.

December 1, 2015

U.S. Department of Transportation

## Federal Highway Administration

1200 New Jersey Avenue, SE

Washington, DC 20590

202-366-4000

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### FHWA Office of Civil Rights

## Glossary of Terms for DOJ/FHWA Joint Technical Assistance on the ADA Title II Requirements to Provide Curb Ramps When Streets Roads or Highways are Altered Through Resurfacing

This glossary is intended to help readers understand certain road treatments referenced on page 2 of the DOJ/FHWA Joint Technical Assistance on the ADA Title II Requirements to Provide Curb Ramps When Streets Roads or Highways are Altered Through Resurfacing. The definitions explain the meaning of these terms from an engineering perspective and are provided in the order in which they appear in the Technical Assistance document.

### Treatments that are considered alterations of the road surface

**Reconstruction** – Reconstruction refers to removing all or a significant portion of the pavement material and replacing it with new or recycled materials. This may include full-depth reclamation, where the pavement surface is demolished in place and new pavement surface is applied. In addition, reconstruction may also include grinding up a portion of the pavement surface, recycling it and placing it back, and then adding a wearing surface, such as in cold in-place asphalt recycling. Reconstruction often includes widening or geometrical changes to the roadway profile.

**Rehabilitation** – Rehabilitation refers to significant repairs made to a road or highway surface, including activities such as full slab replacement, filling voids under slabs (slabjacking), widening, and adding additional structural capacity.

**Open-graded surface course** – Open-graded surface course, also known as “open-graded friction course,” involves a pavement surface course that consists of a high-void, asphalt concrete mix that permits rapid drainage of rainwater through the course and off the shoulder of the road. The mixture consists of either Polymer-modified or rubber-modified asphalt binder, a large percentage of one-sized coarse aggregate, and a small amount of fibers. This treatment prevents tires from hydroplaning and provides a skid-resistant pavement surface with significant noise reduction.

**Microsurfacing** – Microsurfacing involves spreading a properly proportioned mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, on a paved surface. Microsurfacing differs from slurry seal in that it can be used on high volume roadways to correct wheel path rutting and provide a skid resistant pavement surface.

**Thin lift overlays** – Thin lift overlays are thin applications of mixtures of hot mix asphalt. Thin lift overlays may also require some milling along curbs, manholes, existing curb cuts, or other road structures to assure proper drainage and cross slopes.

**Cape seal** – A cape seal is a thin surface treatment constructed by applying a slurry seal or microsurfacing to a newly constructed chip seal. It is designed to be an integrated system where the primary purpose of the slurry is to fill voids in the chip seal.

**In-place asphalt recycling** – In-place asphalt recycling is a process of heating and removing around 1-2 inches of existing asphalt and remixing the asphalt with the addition of a binder additive and possible aggregate to restore the wearing surface for placement and compaction. All of this is performed in a train of equipment.

### **Treatments that are considered maintenance of the road surface**

**Crack filling and sealing** – Crack filling and sealing involves placing elastomeric material directly into cracks in pavement.

**Surface sealing** – Surface sealing involves applying liquid sealant to pavement surface in order to stop water penetration and/or reduce oxidation of asphalt products. Sand is sometimes spread over liquid to absorb excess material.

**Chip seals** – Chip Seals involve placing graded stone (chips) on liquid emulsified asphalt sprayed on pavement surface. The surface is rolled to enable seating of chips.

**Slurry seal** – Slurry seals involve spraying a mixture of slow setting emulsified asphalt, well graded fine aggregate, mineral filler, and water on the pavement surface. It is used to fill cracks and seal areas of old pavements, to restore a uniform surface texture, to seal the surface to prevent moisture and air intrusion into the pavement, and to improve skid resistance.

**Fog seals** – Fog seals are a type of surface sealing.

**Scrub sealing** – Scrub sealing is type of surface sealing

**Joint crack seals** – Joint crack seals are usually associated with concrete pavement. This work consists of routing and cleaning existing cracks and joints and resealing to prevent water and non-compressibles from entering into the pavement joints and subgrade materials.

**Joint repairs** – Joint repairs are usually associated with concrete pavement. This work consists of selectively repairing portions of the pavement where the slabs are generally in good condition, but corners or joints are broken. The depth of the patch could be full depth or partial depth.

**Dowel retrofit** – Dowel retrofits are usually associated with concrete pavement. This work involves the installation of dowel bars connecting slabs in existing pavements. Pavement with dowel bar retrofits can have life extensions of as much as 20 years. Its application is almost exclusively on high-speed Interstate highways.

**Spot high-friction treatments** – Spot high-friction treatments involve using epoxy based resin liquids as a binder for an aggregate with high-friction properties. These are used in locations where drivers are frequently braking and the pavement surface has less resistance to slipping.

**Diamond grinding** – Diamond grinding involves using a gang saw to cut grooves in the pavement surface to restore smoothness and eliminate any joint faulting.

**Pavement patching** – Pavement patching involves selectively repairing portions of the pavement where the slabs are generally in good condition, but corners or joints are broken. The depth of the patch could be full depth or partial depth.

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## Example of ADA Barriers



### **Support (Sign, Cabinet, Pole, etc.)**

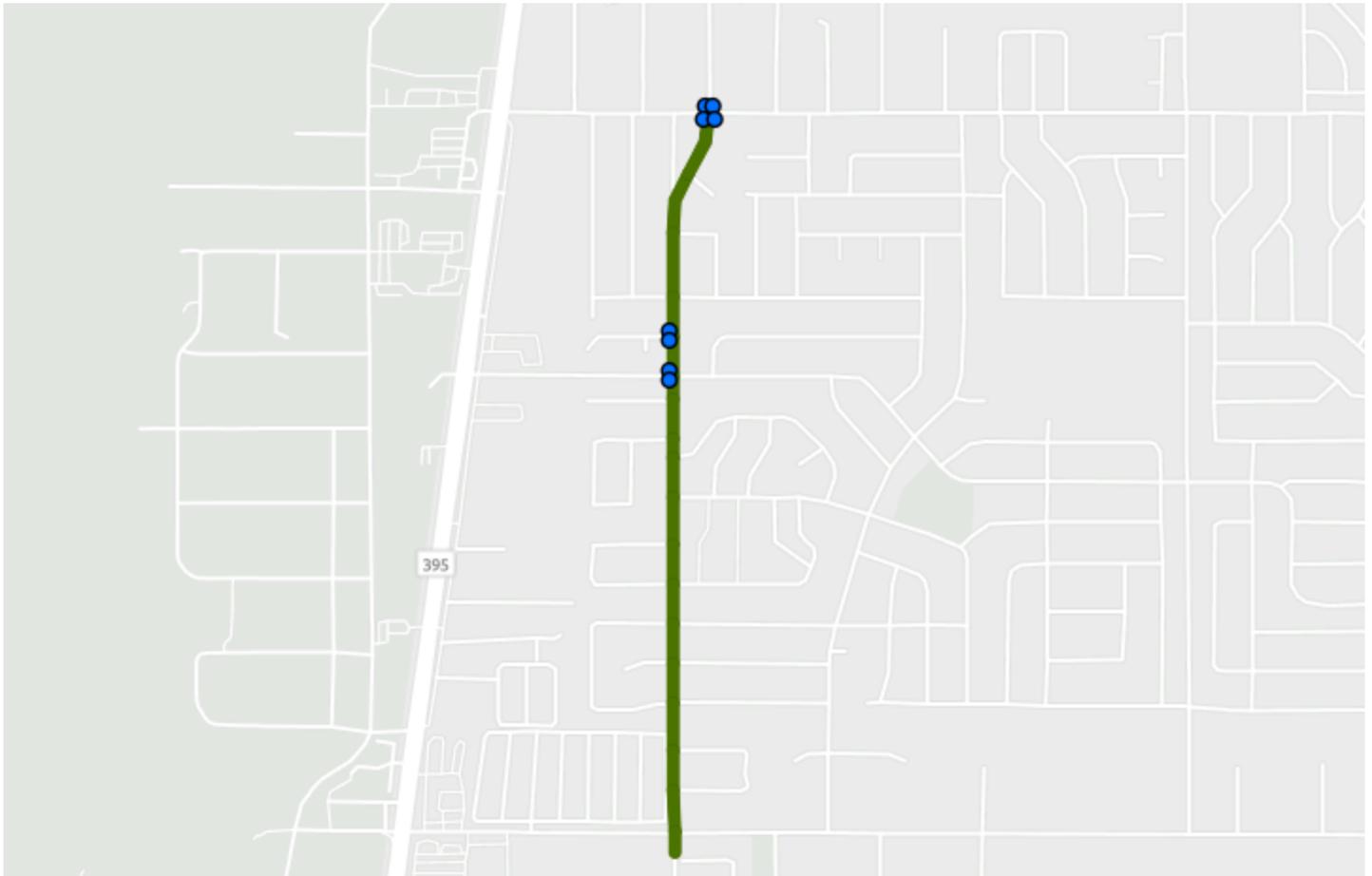
A support such as a sign, cabinet, pole, etc, is placed in the middle of a pathway such that the clear width becomes narrower than 4 feet.



## **Missing Ramp**

A curb ramp is not present at a pedestrian walkway leading to a street, including at intersections and midblock crosswalks.

# Example of Past and Current Project Outlines

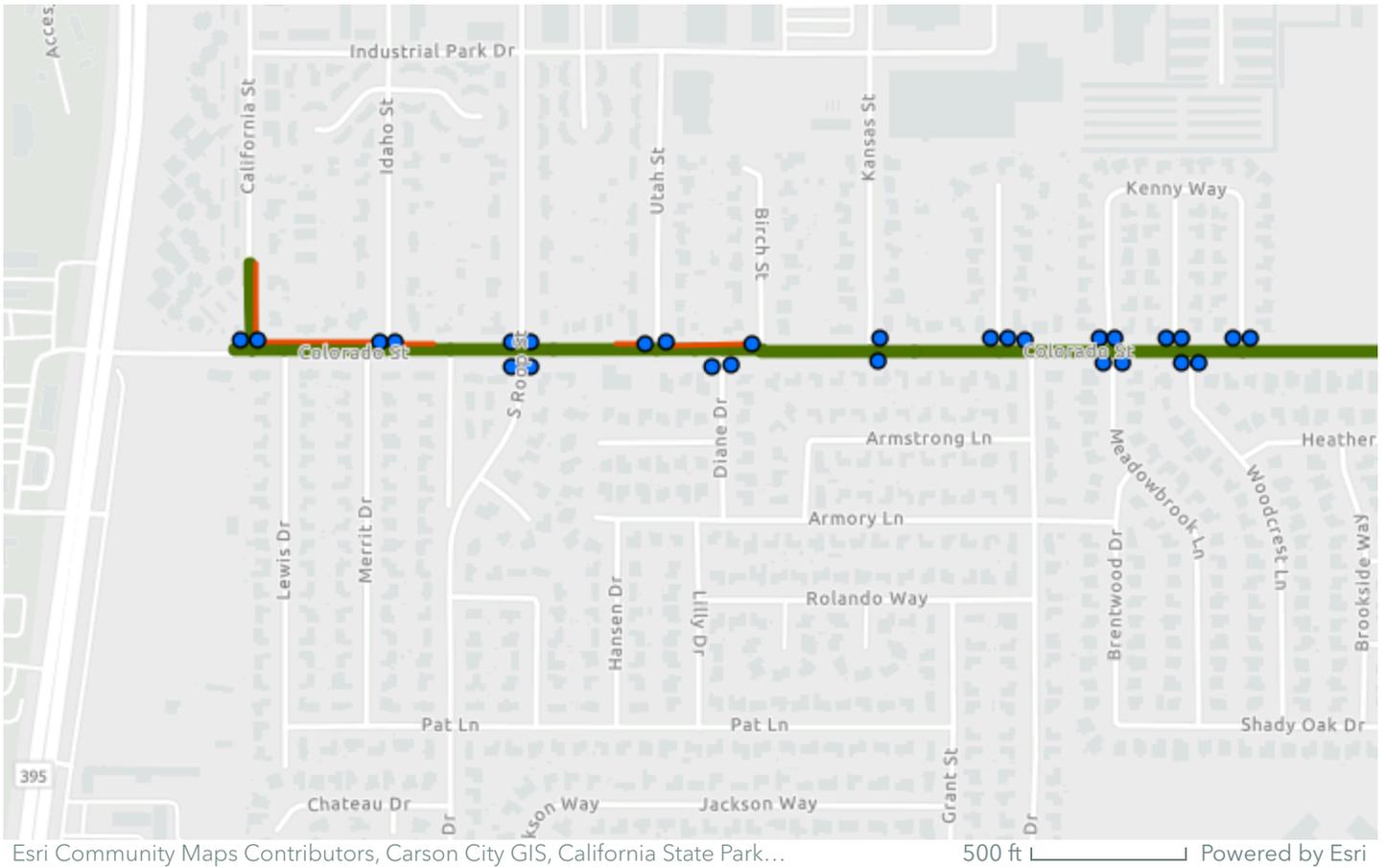


Esri Community Maps Contributors, Carson City GIS, California State Park...

1,000 ft  Powered by Esri

## **Silver Sage Drive Pavement Preservation Project**

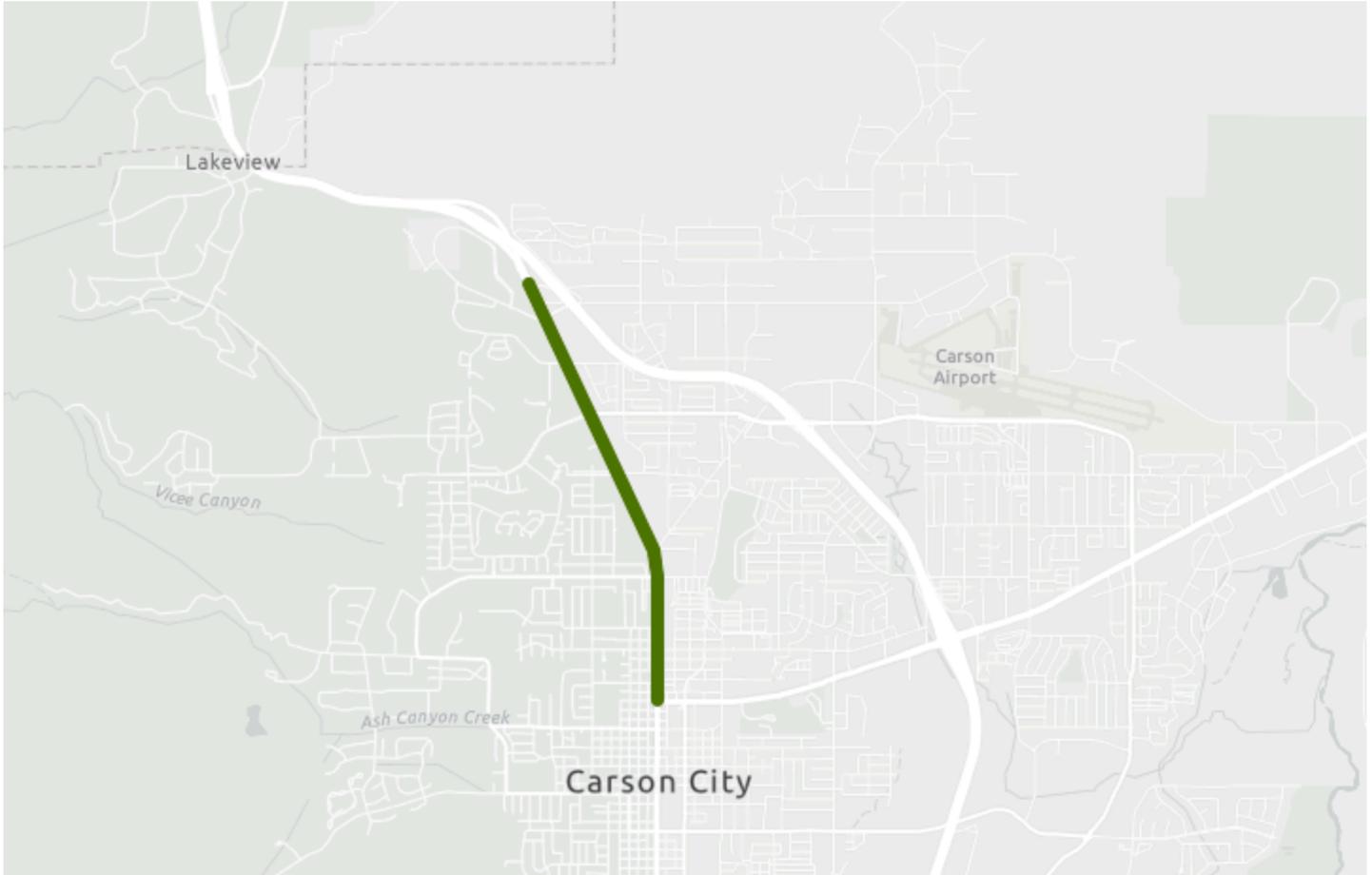
Construction finished in the year 2022 and part of the improvements were related to pedestrian facilities. The project on Silver Sage Drive preserved the pavement between Koontz Lane and Colorado Street and included minor ADA upgrades.



## Colorado Street CBDG Pavement Project

Construction finished in the year 2023 and part of the improvements were related to pedestrian facilities. The project included rehabilitation and reduction of pavement, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets. The project was located on Colorado Street between South Carson Street and Saliman Road.

## Example of Future Project Outlines



Carson City GIS, California State Parks, Esri, TomTom, Garmin, SafeGraph, ... 5,000 ft Powered by Esri

### **North Carson Complete Streets Project**

As of April 2024, the construction of the project is to be determined and part of the improvements will relate to pedestrian facilities. The re-visioning of the North Carson Corridor will include complete street elements such as sidewalks, bike lanes, transit stops, and roadway resurfacing.

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**Table 5.1 CAMPO FY 2023 and FY 2024 UPWP Cost/Funding Summary**

Activity					Funding Breakdown, Overall FY 23 & FY 24				
Work Element	#	Description	Milestones (Excludes Ongoing/Recurring Milestones)	Estimated Completion Date	FY 2023	FY 2024	Total Cost		
1.0 MPO Administration	1.1	MPO Administration and Work Program Oversight			\$ 101,180	\$112,500	\$ 213,680		
	1.2	Unified Planning Work Program Oversight and Development	FY 2024/ FY 2025 Monetary Agreements FY 2025-2026 UPWP (Draft/ Final)	May 2023; May 2024 May 2024					
	1.3	Transportation Improvement Program (TIP) Administration	FFY 2023-2026 TIP Annual Federal Obligations Report	January 2023 December 2022; December 2023					
	1.4	Professional Development							
2.0 Outreach and Engagement	2.1	MPO Representation			\$ 60,000	\$32,000	\$ 92,000		
	2.2	Public Participation	CAMPO's Public Participation Plan (PPP) Update*	July 2023					
	2.3	Regional Transit Coordination and Engagement	Transit Rider Survey	June 2023					
			Transit Non-Rider Survey	June 2024					
2.4	Regional Consistency Review*								
3.0 Multimodal Planning	3.1	2050 Regional Transportation Plan (RTP)	RTP Modification and/or Amendment to incorporate completed planning activities and studies	March 2024	\$ 64,650	\$ 115,000	\$ 179,650		
			3.2	Transit Planning				JAC ADA Paratransit Eligibility Process	June 2024
								JAC Fixed-Route Policy	June 2024
								JAC Title VI Program Update	September 2022
								CAMPO DBE Program Update	September 2022
			FY 2022 & 2023 JAC Monitoring Report	September 2023					
	3.3	ITS Planning*	Carson Area Transportation System Management Plan	June 2023					
3.4	Active Transportation Planning	Review of local ordinances related to e-scooter/e-bicycles	Ongoing						
		Complete Streets Design Guide and Toolbox †	October 2023						
		Updated CAMPO Bicycle Route Map*	June 2024						
3.5	Updates to Supporting Regional Planning								
4.0 Transportation Performance and Asset Management*	4.1	Performance Measure Implementation and Management	Safety Performance Measure Targets	February 2023; February 2024	\$ 116,180	\$ 305,820	\$422,000		
			Public Transit Agency Safety Targets	December 2022; December 2023					
			Transit Asset Management Targets	October 2022; October 2023					
			Supporting NDOT's CMAQ Targets	October 2022; October 2023					
	4.2	Maintain Travel Demand Model*	2023 TDM Update	December 2023					
	4.3	Data Management, Collection, and Performance Measurement	Annual CAMPO Monitoring Report	September 2022; September 2023					
			Complete pavement survey for Lyon/Douglas County	September 2023					
		Annual performance reporting of pavement condition	July 2022; July 2023						
4.5	Non-Motorized Asset Management	Expanded ADA inventory of narrowness barriers and ADA Transition Plan Amendment	June 2024						
4.6	Transit Asset Management	FFY 2023-2026 JAC Transit Asset Management Plan	October 2022						
5.0 Street and Corridor Planning**	5.1	Corridor Studies*	Participation and support for NDOT corridor planning	Ongoing	\$ 56,400	\$ 165,250	\$ 221,650		
			Local Road Safety Plan	January 2024					
			US Hwy 50 Corridor Study †	December 2024					
			N Carson Complete Streets Feasibility Study †	December 2025					
	5.2	Infrastructure Sustainability*	Assessment of and maps showing soil conditions within the CAMPO region	October 2023					
<b>Total UPWP CPG/Local</b>					\$ 398,410	\$ 730,570	\$1,128,980		
<b>Total Other Federal/Local**</b>					\$0	\$166,095	\$166,095		
<b>Total 2-Year UPWP</b>					\$ 398,410	\$ 896,665	\$ 1,295,075		

\*Consultant involvement is expected; \*\*Other funding sources; † Exempt from Local Match

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# 2024 ADA Transition Plan

Jared Cragun | Transportation Planner/Analyst

1

## History and Goals of Past ADA Transition Plans

- In 2015, Kimley Horn prepared the first ADA Transition Plan and was later approved by the Carson City Regional Transportation Commission (RTC)
- The purpose of the plan was to provide an ADA Transition Plan for Transportation Facilities within Carson City, Nevada.
- The ADA Transition Plan was updated in 2020 to provide the framework for achieving equal access throughout Carson City's Programs, Services, and Activities
- The 2020 Plan also expanded the inventory of Transportation Facilities to include the number of existing and missing curb ramps and the linear miles of sidewalk

2

## Title II of the Americans with Disabilities ACT (ADA) of 1990

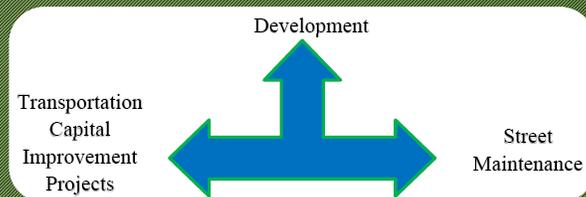
- Title II requires that a Transition Plan include:
  - (1) The official responsible for implementation of the transition plan
  - (2) An inventory of accessibility barriers (obstacles to access)
  - (3) Methods used to make facilities accessible
  - (4) A schedule demonstrating a strong commitment to eliminate the inventory of barriers

3

## Make Facilities Accessible

ADA upgrades within Carson City are completed through:

- The City's Transportation Capital Improvement Program
- The City's development permit approval process
- The City's annual street maintenance program



4

## Inventory of Pedestrian Facilities

- Since 2015, CAMPO has been tracking ADA barriers
- Expand the inventory to include signalized cross walks and intersections and ADA compliant ramps



5

## Inventory of Pedestrian Facilities



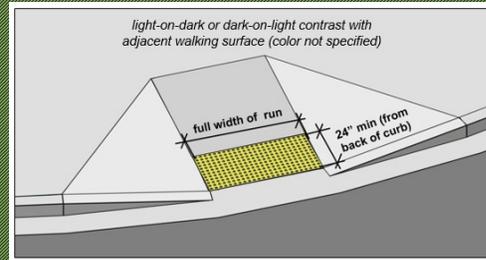
This Photo by Unknown Author is licensed under [CC BY SA NC](https://creativecommons.org/licenses/by-sa/4.0/)

- In 2024, we broaden the definition of ADA Barriers in Carson City to include:
  - Interrupted and Missing Pathways
  - Narrow Access Paths
  - Non-ADA Compliant Ramps
  - Supports

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## 2023 ADA Compliant Curb Ramps

- From Transportation Projects, 47 ADA Compliant Curb Ramps were installed
  - Majority came from the Colorado Street CBDG Pavement Project with 32 ADA Compliant Curb Ramps
- The Street Maintenance team was installed one ADA Compliant Curb Ramp, but completed the elimination of other ADA barriers along sidewalks.



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## Story Map

- The Story Map implements information provided by the Community Development, Engineering, and Street Maintenance Divisions of Public Works to help viewers of the map to understand the process of identifying ADA barriers and the steps to remove them.
- Story Map Link: <https://storymaps.arcgis.com/stories/f9fae99fa0714ec3b37b4a59b4f3d18a>



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## Updates to Project Designs

- On August 8, 2023, the Architectural and Transportation Barriers Compliance Board (Access Board) published the Final Public Right-of-Way Accessibility Guidelines (Final PROWAG) in the Federal Register
- Carson City plans to follow PROWAG in the design of projects

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## Future ADA Transition Plan Updates

- The ADA Transition Plan is a living document aimed at guiding investment to reduce accessibility barriers and to demonstrate Carson City's strong commitment to providing equivalent access to the maximum extent possible.

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Casey Sylvester, Transportation/Traffic Engineer

**Agenda Title:** For Discussion Only – Discussion and presentation regarding American with Disabilities Act (“ADA”) design and construction requirements for pedestrian curb ramps.

Staff Summary: The design and construction of pedestrian curb ramps are based on the requirements of the ADA, with several sources of detailed guidance including the ADA Accessibility Guidelines (“ADAAG”), the 2010 ADA Standards for Accessible Design, and the Public Right of Way Accessibility Guidelines (“PROWAG”) which recently took effect in September 2023. Staff will present a summary of the ADA requirements that are used when designing and constructing curb ramps in Carson City.

**Agenda Action:** Other / Presentation      **Time Requested:** 10 minutes

### Proposed Motion

N/A

### Board's Strategic Goal

N/A

### Previous Action

N/A

### Background/Issues & Analysis

The requirements to install curb ramps at intersections first appeared with the passage of the ADA in 1990. The requirements are based upon the lack of appropriate facilities for disabled users and the lack of clear solutions on how to accommodate those users nationally. National ADA design and construction requirements have evolved over the years through development of the ADAAG, the 2010 ADA Standards for Accessible Design, and more recently, the PROWAG.

Carson City is required implement and follow ADA design and construction requirements when altering facilities or constructing projects whether they are completed as part of a Carson City managed project or a private development project. To achieve a consistent application of ADA requirements, Carson City has implemented a series of standard drawings called the Carson City Standard Details for Public Works Construction (“Standard Details”). The Standard Details are used to ensure that the correct ADA standards are followed regardless of the designer or the construction contractor. Staff will present a summary of the basic ADA curb ramp requirements and the common curb ramp design types.

Additionally, staff will discuss when curb ramps are required to be upgraded for conformance with the ADA and PROWAG.

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

42 U.S.C. Â§ 12131 et seq; 28 C.F.R. Subpart D

**Financial Information**

**Is there a fiscal impact?** No

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

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

N/A

**Attachment(s):**

[5B\\_RTC\\_Exhibit 1 - ADA Curb Ramp Requirements Presentation.pdf](#)

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

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

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

Aye/Nay

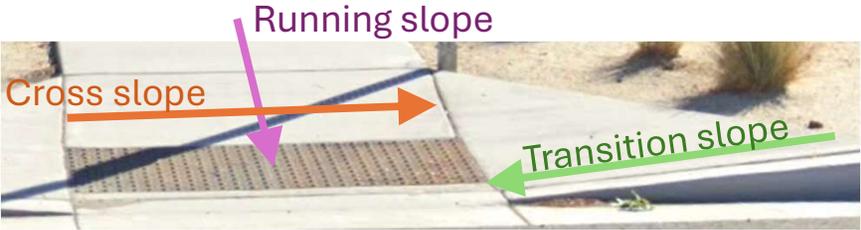
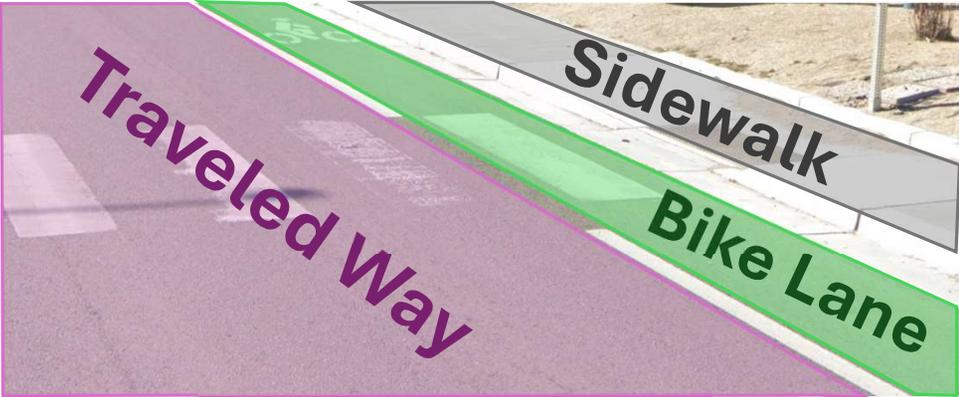
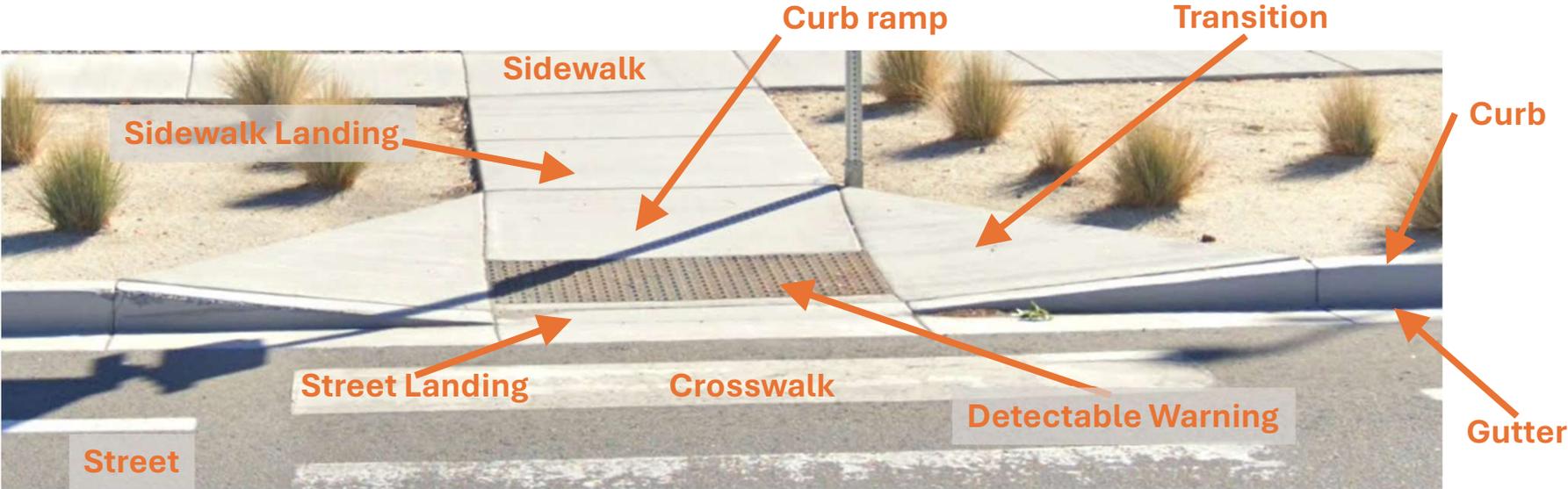
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(Vote Recorded By)

# Curb Design and ADA Requirements

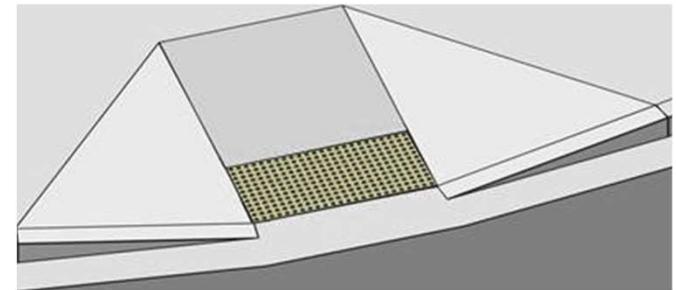
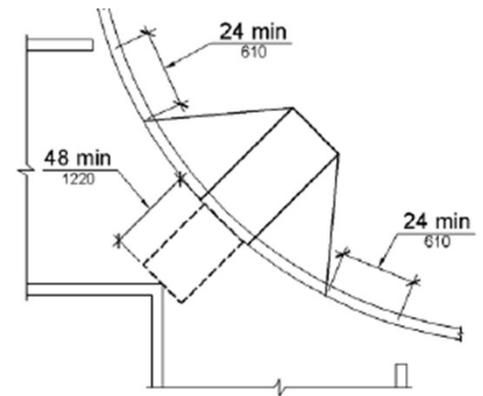
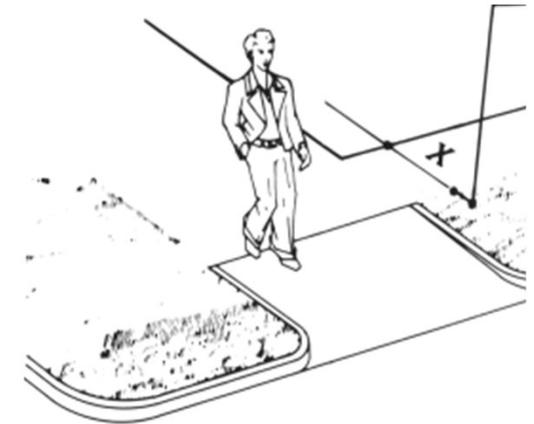
Casey Sylvester, PE – Transportation/Traffic Engineer

# Anatomy of a *curb ramp*



# Design Standards

- Sidewalk and curb ramp design is largely driven by guidance required by the Americans with Disability Act (ADA).
- Since 1991 guidance and standards have existed that dictate how curb ramps are designed, including;
  - ADAAG,
  - 2010 ADA Standards for Accessible Design, and
  - PROWAG.
    - Most recent adoption, Aug 2023
    - Draft guidelines have been informing standards since 2002.



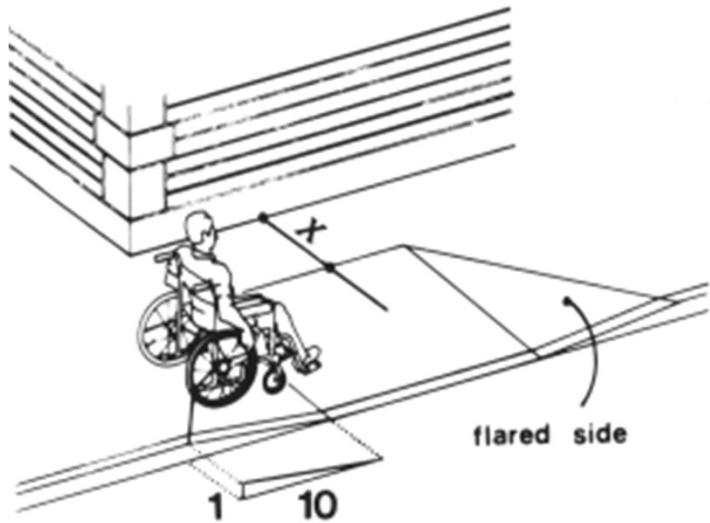
# Pre-ADA guidelines

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- Running slope 12:1 or flatter however exceptions existed and no rules for transitions.
- Ramp width not defined.
- Transition to landing not defined
- Curb ramps not required in many instances.



# Current Curb Design Requirements

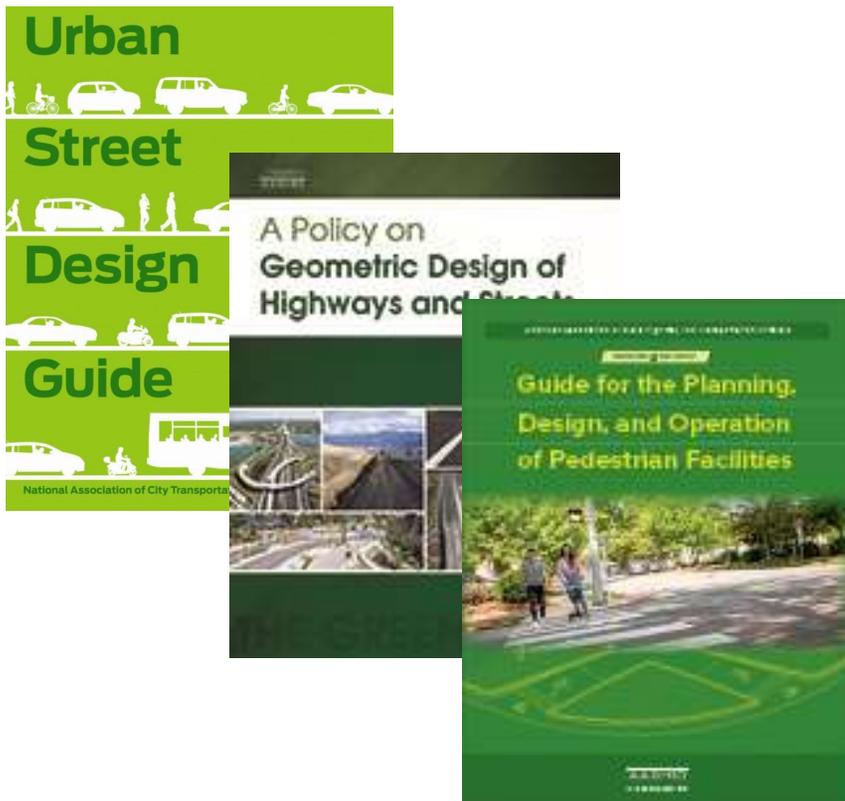


- Maximum running slope of a curb ramp of 8.3% or 12:1.
- Ramp transition (sides) maximum slope of 10% (10:1).
- Use detectable warning (defined truncated domes)
- Landing from ramp to street must be flush and free of abrupt changes.
  - At least 48" square must be provided outside of the travelled way.
- Maximum slope of adjoining surface (street) at bottom of ramp to be 20:1 (5%).
- Maximum slope change of 13.33% (7.5:1) at Street landing
- 5' minimum width of ramp
- Maximum cross slope of 2.1% (48:1)



# Other Guidance

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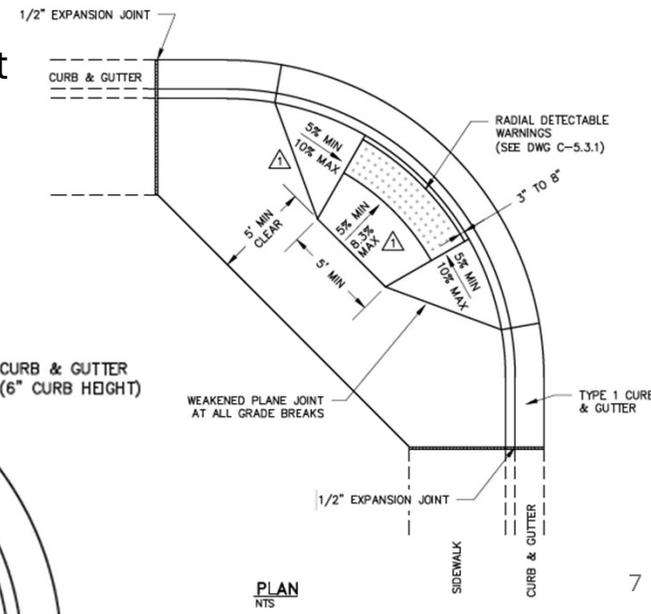
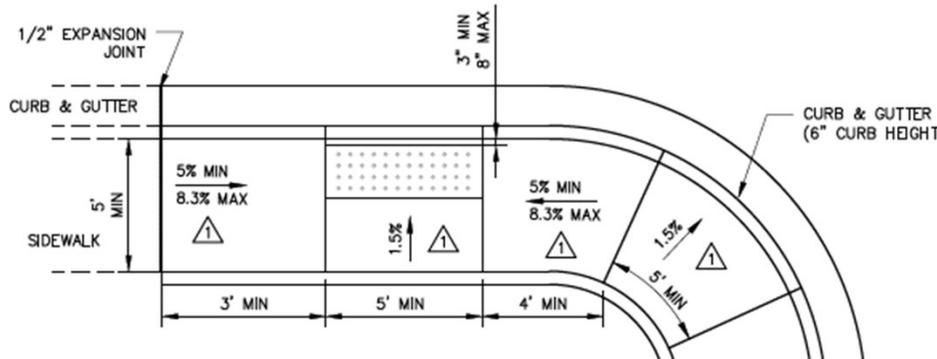
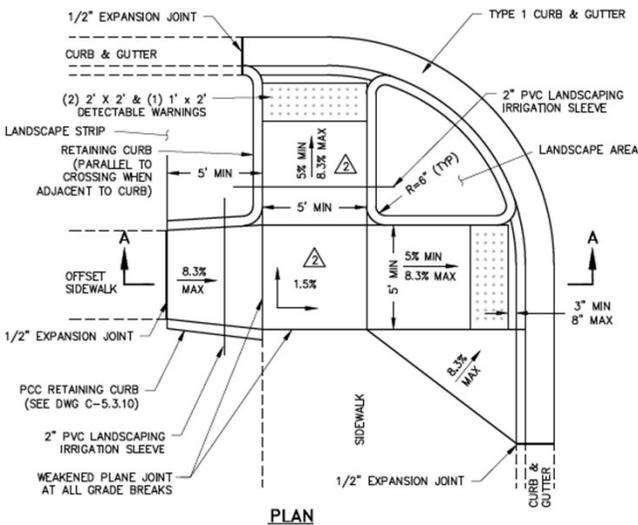
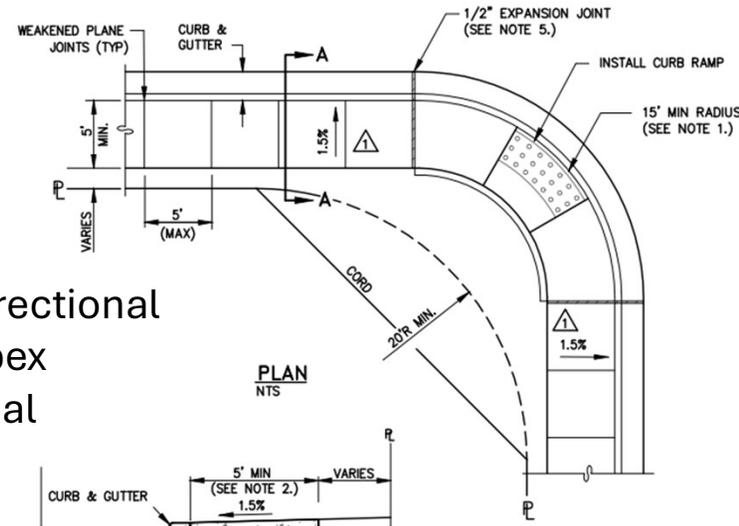


- Other publications exist on pedestrian facilities
- All these documents either follow the ADA and PROWAG guidance or don't specify ramp design.
  - AASHTO Green book
  - AASHTO Guide for Planning, Design, and Operation of Ped Facilities
  - NACTO Urban Street Design Guide

# Carson City's Standards

- Section 5.3 of the CCPW Standard Drawings
- 8 curb ramp configurations
- Meet PROWAG

- Perpendicular directional
- Perpendicular apex
- Parallel directional
- Parallel apex
- Radial
- Linear offset
- Linear single adjacent
- Mid block



# Other Agencies

Similar designs

- Regionally, and
- Even across the Country



# When To Construct?

Title II of the ADA requires equal opportunity for people with disabilities

- New facility,
- Pedestrian improvements
- Road rehabilitation
- Road preservation

ADA standards apply  
ADA standards apply  
ADA standards apply  
Does not apply

## Except

- Road without pedestrian facility

Does not apply



# Questions?



<https://www.access-board.gov/adaag-1991-2002.html#4.7>

Detectable Warnings Update (access-board.gov)

<https://www.ada.gov/law-and-regs/design-standards/2010-stds/#403-walking-surfaces>

<https://www.access-board.gov/prowag/technical.html#r304-curb-ramps-and-blended-transitions>



# STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Brian Elder, Project Manager

**Agenda Title:** For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 25300014 (“Contract”) for the 2024 Long Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$265,161.

Staff Summary: The Project consists of painting longitudinal pavement markings on various roads across Carson City using Nevada Type II waterborne paint. The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not to exceed amount of \$265,161 which comprises the base bid amount of \$241,056, plus a 10% contingency of \$24,105. The engineer’s estimate was \$250,000.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

**Proposed Motion**

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

**Board's Strategic Goal**

N/A

**Previous Action**

N/A

**Background/Issues & Analysis**

The Project consists of restriping longitudinal lines on roads throughout Carson City as shown by Exhibit 2. This is an annual maintenance contract which helps preserve striping visibility and maintains safe driving conditions.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on April 30, 2024. Two bids were received and opened at approximately 11:30 a.m. on May 21, 2024, via online Cisco Webex bid opening. Present during the bid opening were: staff from NBSCO and Intermountain Surry Seal, Inc. (“ISS”); Brian Elder, Carson City Public Works; and Alexis Phillipi, Carson City Executive Office.

Bidder	Base Bid
NBSCO	\$241,056
ISS	\$294,291

Staff recommends awarding to NBSCO as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project # P303824001, Long Line Striping Account; 2563038-500488

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, Long Line Striping Account 2563038-500488, will be reduced by an amount not to exceed \$265,161. The current available budget is \$501,408.81.

**Alternatives**

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

**Attachment(s):**

[5C\\_RTC\\_Exhibit 1 - 25300014 DRAFT Contract.pdf](#)

[5C\\_RTC\\_Exhibit 2 - 2024 Longline Striping Map.pdf](#)

[5C\\_RTC\\_Exhibit 3 - Bid Tabulation.pdf](#)

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 25300014****Title: Long Line Striping**

THIS CONTRACT made and entered into this 10<sup>th</sup> day of July 2024, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “CITY”, and Nevada Barricade & Sign Company, 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 ) (does not X ) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 25300014**, titled **Long Line Striping** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 25300014 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <http://ww.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: 25300014**

**Title: Long Line Striping**

## 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:

Joshua Dethmers  
Nevada Barricade & Sign Company, Inc.  
PO Box 20459  
Reno, NV 89515  
email: [joshua.dethmers@nbsco.com](mailto:joshua.dethmers@nbsco.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7124 / FAX 775-887-2286  
[CAkers@carson.org](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 Two Hundred Forty-One Thousand Fifty Six Dollars and 00/100 (\$241,056.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 25300014**

**Title: Long Line Striping**

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: 25300014**

**Title: Long Line Striping**

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: 25300014**

**Title: Long Line Striping**

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: 25300014**

**Title: Long Line Striping**

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;

Page: **C - 6**

(Construction Independent Contractor Agreement)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 25300014**

**Title: Long Line Striping**

(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: 25300014**

**Title: Long Line Striping**

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: 25300014**

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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

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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

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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

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- 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

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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: 25300014**

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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

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

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

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

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

## **26. GENERAL WARRANTY:**

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

## **27. PROPER AUTHORITY:**

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

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

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

## **29. GOVERNING LAW / JURISDICTION:**

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

## **30. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in 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: 25300014**

**Title: Long Line Striping**

**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# 25300014**  
**Project# P303824001**

**Account # 2563038-500488**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Brian Elder, Project Manager  
Telephone: 775-283-7586

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

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

**CONTRACTOR**

**BY:** Joshua Dethmers

**FIRM:** Nevada Barricade & Sign Company, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-004996

**NEVADA CONTRACTORS LICENSE #:** 0052315

**Address:** PO Box 20459

**City:** Reno **State:** NV **Zip Code:** 89515

**Telephone:** 775-331-5100

**E-mail Address:** joshua.dethmers@nbsco.com

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 25300014**

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## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 10, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300014** and titled Long Line Striping. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 10<sup>th</sup> day of July, 2024.

## ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 10<sup>th</sup> day of July, 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# 25300014** and titled **Long Line Striping** 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

Page: C - 19

(Construction Independent Contractor Agreement)



# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_

as Principal, hereinafter called

CONTRACTOR, and

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

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

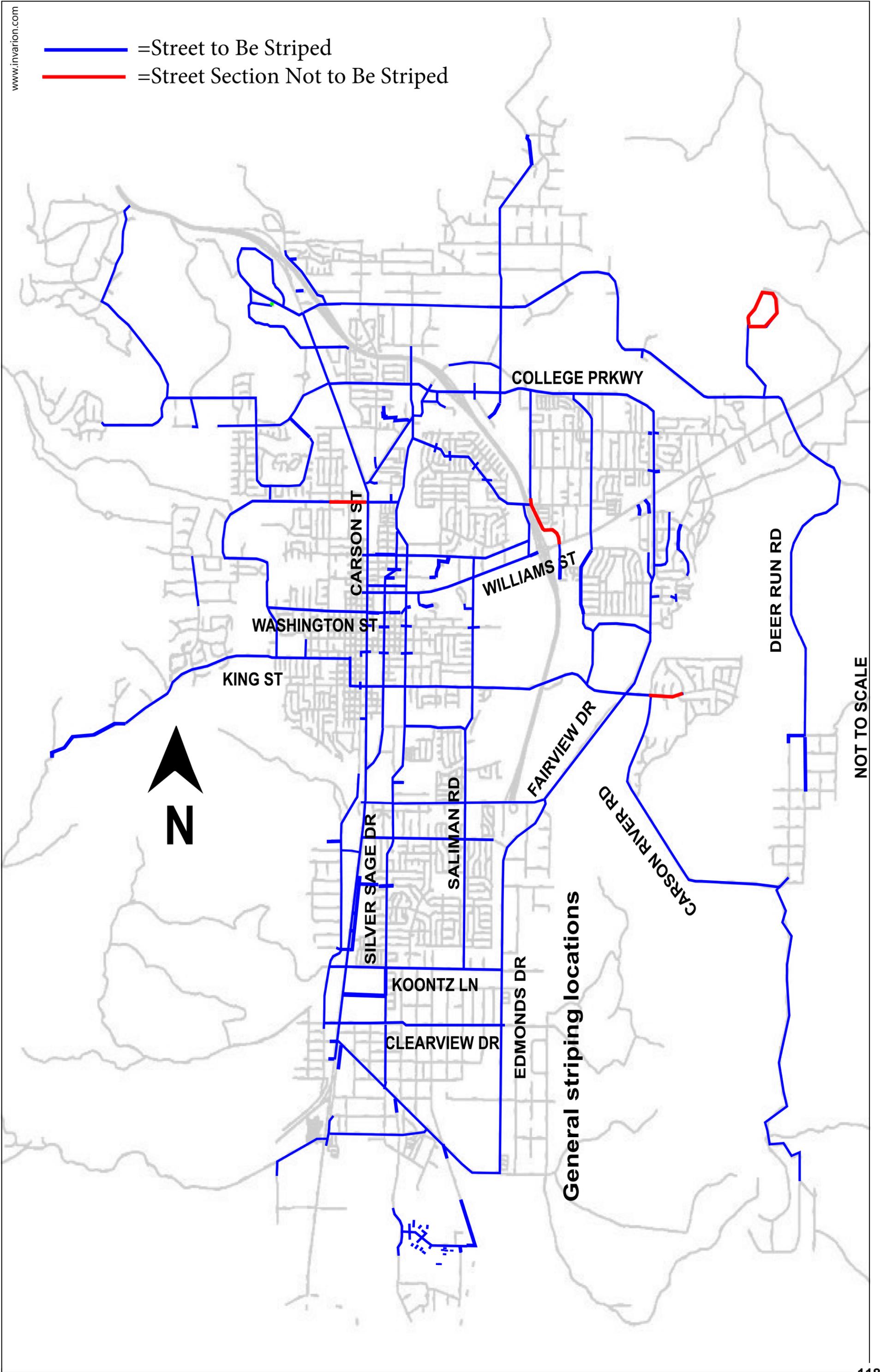
**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 25300014** and titled **Long Line Striping** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred 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.



-  = Street to Be Striped
-  = Street Section Not to Be Striped





**25300014 (PWP# CC-2024-365)**  
**Nevada Barricade & Sign Co, Inc.**  
**Supplier Response**

### Event Information

Number: 25300014 (PWP# CC-2024-365)  
Title: Long Line Striping Project  
Type: Invitation for Bid  
Issue Date: 4/30/2024  
Deadline: 5/21/2024 11:00 AM (PT)  
Notes: **Summary:** Carson City is accepting sealed bids for the Carson City 2024 Long Line Striping Project which consists of placing approximately 1,325,000 linear feet of painted pavement markings using Nevada Type II waterborne paint, including layout, traffic control, and all other incidentals needed to complete project. Project includes all common phases of construction customarily associated with this type of project.

**Project # P303824001**  
**PWP# CC-2024-365**

**Engineers Estimate:** \$ 250,000.00

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

### 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)

Exhibit A

## Nevada Barricade & Sign Co, Inc. Information

Contact: Joshua Dethmers  
 Address: PO Box 20459  
 Reno, NV 89515  
 Phone: (775) 331-5100  
 Fax: (775) 331-5103  
 Email: Joshua.Dethmers@nbsco.com  
 Web Address: www.nbsco.com

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

Joshua Dethmers

*Signature*

Submitted at 5/20/2024 06:35:13 PM (PT)

joshua.dethmers@nbsco.com

*Email*

## Requested Attachments

### Bid Bond Form

Bid Bond Nevada Barricade - CC  
 2024 Long Line Striping.pdf

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

### Vendor Information Form

NBSCO\_Vendor\_Information\_3.24  
 \_for\_Carson\_City\_\_2024\_Long\_Li  
 ne\_Striping.pdf

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

### References

NBSCO\_Project\_references\_for\_  
 Carson\_City\_2024\_Long\_Line\_.p  
 df

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

### 5% Subcontractor Information

NBSCO 5% Bidders Sub  
 Contractor List.pdf

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

### 1% Subcontractor Information

NBSCO 1% Bidders Sub  
 Contractor List.pdf

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

### Certification of Auth & Understanding

Signed Certificate of Authority for  
 2024 Carson City Long Line.pdf

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

### Conflict of Interest

Signed Conflict of Interest for  
 Carson City 2024 Long Line  
 Striping.pdf

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

### Local Preference Affidavit

Signed LOCAL PREFERENCE  
 AFFIDAVIT for Carson City 2024  
 Long Line Striping Project.pdf

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

# Certificate of Eligibility (NRS 338.147 & 338.1389)

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

## State Prevailing Wages

Northern Nevada Rural Region  
2024 Prevailing Wage Rates.pdf

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

## Bid Attributes

<b>1</b>	<b>Contractor's License</b> <p>All bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting its bid.</p> <p>All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their portion of the work. A subcontractor named by the bidder who is not properly licensed for the portion of the work is unacceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discover of the exception and before any further work on the project is undertaken</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>2</b>	<b>A Copy of Contractor's Certificate of Eligibility</b> <p>A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>3</b>	<b>Substitutions</b> <p>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.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>4</b>	<b>Acknowledgement of Addendums</b> <p>Bidder acknowledges receipt of _____ Addendums.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"><p style="text-align: center;">0</p></div>
<b>5</b>	<b>References</b> <p>Submit <b>(In Response Attachments)</b> 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.</p> <p><b>Information to be included:</b></p> <ol style="list-style-type: none"><li>1. Company Name</li><li>2. Mailing Address</li><li>2. Telephone Number</li><li>4. E-Mail</li><li>5. Project Title</li><li>6. Amount of Contract</li><li>7. Scope of Work</li></ol> <p><input checked="" type="checkbox"/> Acknowledged</p>

**6 Prevailing Wages (State/Local)**

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

2. Contractor will be required to follow all requirements of a prevailing wage job.

Acknowledged

**7 Required Documents**

**Acknowledgement of Required Documents:**

**Bid Bond**-Due at Bid Submission

**Vendor Information**-Due at Bid Submission

**References**-Due at Bid Submission

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List**

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

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

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

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

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

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening **(Email to [APhilippi@carson.org](mailto:APhilippi@carson.org))**

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

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

**Subcontractor List for Public Works Projects**-Copy emailed to [MBradley@carson.org](mailto:MBradley@carson.org) within 10 days of construction beginning.

Acknowledged

**8 Apprentices-NRS 338.01165 (SB 82)**

**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

**9 Additional Requirements, Title VI and Required forms Acknowledgement**

WHEREAS, CONSULTANT'S compensation under this agreement (does ) (does not \_X\_) utilize in whole or in part money derived from one or more federal grant funding source(s), however CONSULTANT shall comply with the terms set forth in the Attachments Section of NGEM for this bid.

Acknowledged

**10 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

**Bid Lines**

<b>1</b>	<b>Package Header</b>			
	Schedule A: Base Bid Items			
	Quantity: <u>  1  </u>	UOM: <u> EA </u>	Total:	\$241,056.00
	<b>Package Items</b>			
	<b>1.1 Mobilization/Demobilization</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$18,000.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$18,000.00</span>
	<b>1.2 Traffic Control</b>			
	Quantity: <u>  1  </u>	UOM: <u> LS </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$15,100.00</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$15,100.00</span>
	<b>1.3 Painted Pavement Marking 4-Inch Solid White Line</b>			
	Quantity: <u> 323300 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.12</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$38,796.00</span>
	<b>1.4 Painted Pavement Marking 4-Inch Broken White Line</b>			
	Quantity: <u> 131100 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.05</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$6,555.00</span>
	<b>1.5 Painted Pavement Marking 4-Inch Solid Yellow Line</b>			
	Quantity: <u> 58100 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.13</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$7,553.00</span>
	<b>1.6 Painted Pavement Marking 4-Inch Broken Yellow</b>			
	Quantity: <u> 15000 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.05</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$750.00</span>
	<b>1.7 Painted Pavement Marking 4-Inch Double Solid Yellow</b>			
	Quantity: <u> 273700 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.24</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$65,688.00</span>
	<b>1.8 Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow</b>			
	Quantity: <u> 147800 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.16</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$23,648.00</span>
	<b>1.9 Painted Pavement Marking 6-Inch Solid White Line</b>			
	Quantity: <u> 240800 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.17</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$40,936.00</span>
	<b>1.10 Painted Pavement Marking 8-Inch Solid White Line</b>			
	Quantity: <u> 85000 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.23</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$19,550.00</span>
	<b>1.11 Painted Pavement Marking 8-Inch Broken White</b>			
	Quantity: <u> 17000 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.07</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$1,190.00</span>
	<b>1.12 Painted Pavement Marking 4-Inch Mini Skip White</b>			
	Quantity: <u> 800 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.06</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$48.00</span>
	<b>1.13 Painted Pavement Marking 6-Inch Mini Skip White Line</b>			
	Quantity: <u> 25600 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.10</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$2,560.00</span>
	<b>1.14 Painted Pavement Marking 8-Inch Mini Skip White</b>			
	Quantity: <u> 6200 </u>	UOM: <u> LF </u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$0.11</span>	Total: <span style="border: 1px solid black; padding: 2px;">\$682.00</span>

**Response Total: \$241,056.00**

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Nevada Barricade & Sign Co., Inc., as "Principal," and ARCH 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 Amount Bid dollars (\$ \* ) 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:  
\*5% of Amount Bid

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 # 25300014, PWP # CC-2024-365, for the Project Title: Long Line Striping 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.

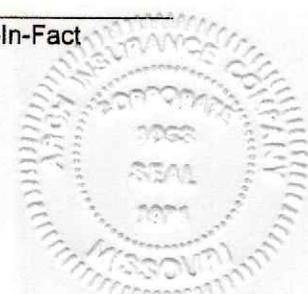
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**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: May 14, 2024

Nevada Barricade & Sign Co., Inc.  
Principal  
By: \_\_\_\_\_

ARCH Insurance Company  
Surety  
By: Eth  
Ethan Spector, Attorney-In-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

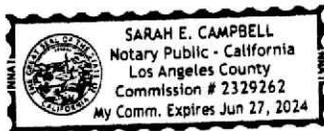
On MAY 14 2024 before me, Sarah E. Campbell, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Ethan Spector
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing

Signer Is Representing

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aidan Smoek, B. Aleman, D. Garcia, Edward C. Spector, Erin Brown, Ethan Spector, Janina Monroe, Jennifer Ochs, KD Wapato, Marina Tapia, Sandra Corona, Sarah Campbell, Simone Gerhard and Timothy J. Noonan of Los Angeles, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of February, 2023.

Attested and Certified

Regan A. Shulman, Secretary

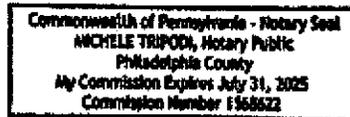


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 23, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this MAY 14 2024 20

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.







# NEVADA STATE CONTRACTORS BOARD

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

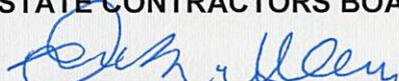
## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-09-07-14-0408**

**NEVADA BARRICADE & SIGN COMPANY, INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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



  
\_\_\_\_\_  
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR      DATE **7.31.2023**  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

## NBSCO Project references for Carson City 2024 Long Line

1. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2022 Long Line Project
  - e. \$215,955.00
  - f. Re-Stripe Roads throughout Carson City
  
2. Nevada Department of Transportation
  - a. 263 S Stewart St, Carson City, NV 89712
  - b. Gregg Boggs o 775.777.2702
  - c. [GBoggs2@dot.nv.gov](mailto:GBoggs2@dot.nv.gov)
  - d. NDOT 3927 Striping Project
  - e. \$1,421,372.50
  - f. Re-Stripe Roads US 95, SR 140, SR 289, SR 292, and FRHU20
  
3. Nevada Department of Transportation
  - a. 263 S Stewart St, Carson City, NV
  - b. Gregg Boggs o 775.777.2702
  - c. [GBoggs2@dot.nv.gov](mailto:GBoggs2@dot.nv.gov)
  - d. NDOT 3927 Striping Project
  - e. \$2,924,727.06
  - f. Re-Stripe Roads US 6, US 50, US 93, SR 278, and SR 892
  
4. Nevada Department of Transportation
  - a. 263 S Stewart St, Carson City, NV 89712
  - b. Brian Cwikowski 702-730-3492
  - c. [bcwikowski@dot.nv.gov](mailto:bcwikowski@dot.nv.gov)
  - d. NDOT 3918 Striping Project
  - e. \$1,472,980.00
  - f. Re-Stripe Roads multiple routes

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Nevada barricade & Sign Company, Inc	Federal ID No: 88-0454821  UEI/DUNS #: 157883849
Mailing Address: P.O. BOX 20459	City, State, Zip Code: Reno, NV 89515
Telephone Number: 775-331-5100	Email: <a href="mailto:contracts@nbsco.com">contracts@nbsco.com</a>

<b>Contact Person/Title:</b>	
Name: Eric Cumming & Blake Evers	Title: Striping Operations Manager & Project Manager
Mailing Address: 9530 North Virginia Street	City, State, Zip Code: Reno, NV 89506
Telephone Number: Eric Cumming-775-772-5811	Email: <a href="mailto:eric.cumming@nbsco.com">eric.cumming@nbsco.com</a>

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 0052315	
License Classification(s): A-2 Highways, A-21 Fencing & Guardrail & A-8 Sealing & Striping of Impermeable Paving Surfaces	Date Issued: 07/13/2001
Limitation(s) of License: Unlimited	Date of Expiration: 07/31/2025
Name of Licensee:	

<b>Carson City Business License Number:</b> BL-004996-2020		
Name of Licensee: NEVADA BARRICADE & SIGN COMPANY INC		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership: InfraStripe Acquisition LLC</b>		
<b>(1) Owner Name:</b>		
Address: 1121 Carmel Common Blvd., Suite 200		
City: Charlotte	State: NC	Zip Code: 28226
Telephone: 704-936-0500	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:		

**Certification of Authorization and Understanding**

Project Name: Carson City 2024 Long Line Striping Project

Project Number: 25300014 / PWP# CC-2024-365 / P303824

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.

Michelle Stokley

Payroll Officer (Name)

*Michelle Stokley*

Payroll Officer (Signature)

Nevada Barricade & Sign Company, Inc.

(Name of Contractor/Subcontractor)

By *[Signature]*

(Owner's Signature)

Chief Executive Officer

(Title)

0052315

(Contractor/Subcontractor License Number)

5-16-2024

(Date)

**Conflict of Interest Disclosure Form**

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:

# BID PROPOSAL

## Local Preference Affidavit

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

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No.

Project Name:

certify that the following requirement will be adhered to, documented, and attained on completion of the contract.

Upon submission of this affidavit on behalf of

I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By:

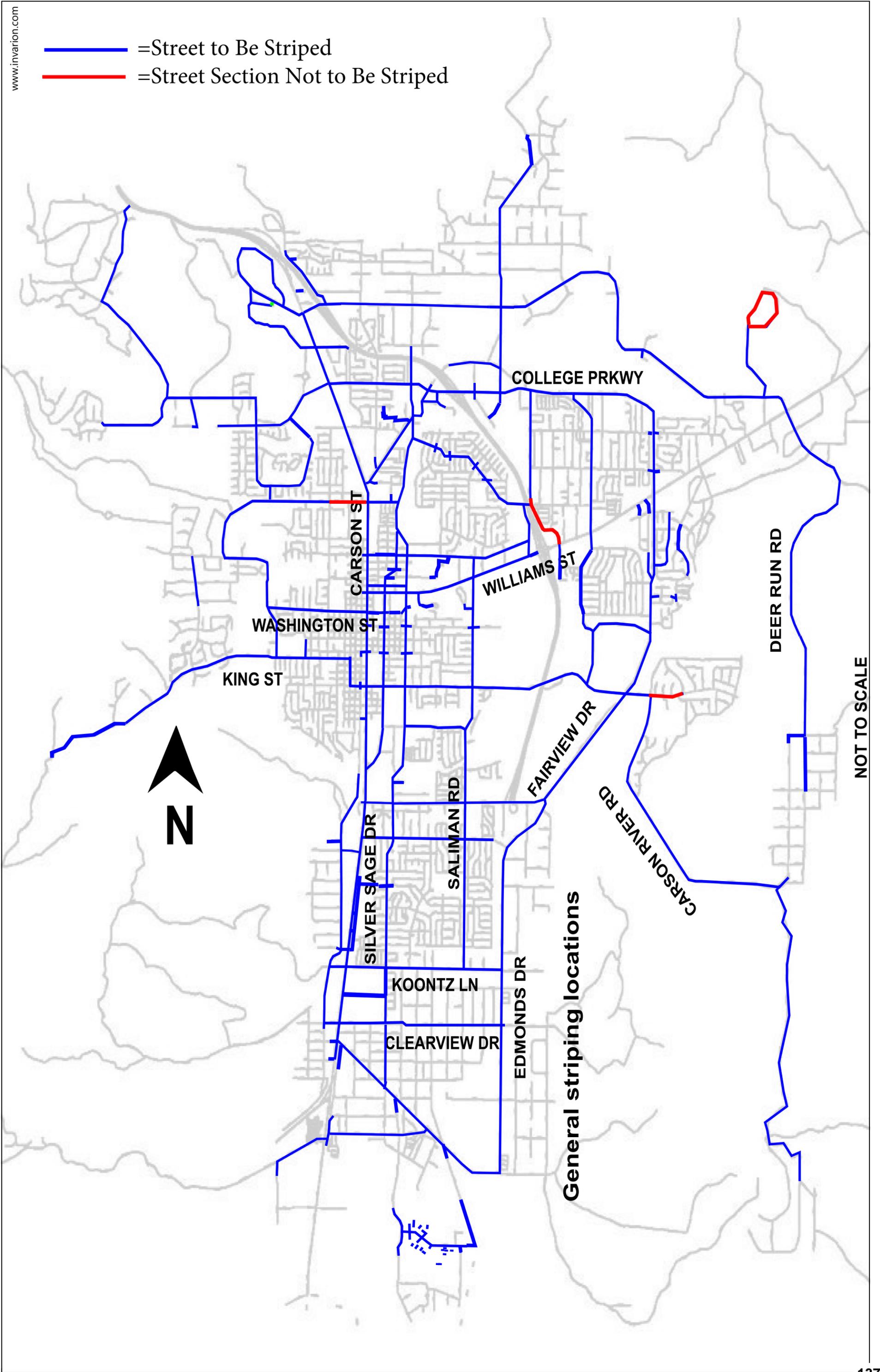
Title:

Signature:

Date:

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- = Street to Be Striped
- = Street Section Not to Be Striped



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**Bid 25300014 Long Line Striping**

**Date and Time of Opening: 05/21/2024 @ 11:30am**

Line #	Description	QTY	UOM	Nevada Barricade & Sign Co, Inc.		INTERMOUNTAIN SLURRY SEAL INC	
				Total Price	\$241,056.00	Total Price	\$294,291.00
				Unit	Extended	Unit	Extended
1	Schedule A: Base Bid Items	1	EA	\$241,056.00	\$241,056.00	\$294,291.00	\$294,291.00
1.1	Mobilization/Demobilization	1	LS	\$18,000.00	\$ 18,000.00	\$23,000.00	\$23,000.00
1.2	Traffic Control	1	LS	\$15,100.00	\$ 15,100.00	\$60,000.00	\$60,000.00
1.3	Painted Pavement Marking 4-Inch Solid White Line	323300	LF	\$0.12	\$ 38,796.00	\$0.12	\$38,796.00
1.4	Painted Pavement Marking 4-Inch Broken White Line	131100	LF	\$0.05	\$ 6,555.00	\$0.07	\$9,177.00
1.5	Painted Pavement Marking 4-Inch Solid Yellow Line	58100	LF	\$0.13	\$ 7,553.00	\$0.11	\$6,391.00
1.6	Painted Pavement Marking 4-Inch Broken Yellow	15000	LF	\$0.05	\$ 750.00	\$0.11	\$1,650.00
1.7	Painted Pavement Marking 4-Inch Double Solid Yellow	273700	LF	\$0.24	\$ 65,688.00	\$0.25	\$68,425.00
1.8	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	147800	LF	\$0.16	\$ 23,648.00	\$0.13	\$19,214.00
1.9	Painted Pavement Marking 6-Inch Solid White Line	240800	LF	\$0.17	\$ 40,936.00	\$0.20	\$48,160.00
1.10	Painted Pavement Marking 8-Inch Solid White Line	85000	LF	\$0.23	\$ 19,550.00	\$0.18	\$15,300.00
1.11	Painted Pavement Marking 8-Inch Broken White	17000	LF	\$0.07	\$ 1,190.00	\$0.07	\$1,190.00
1.12	Painted Pavement Marking 4-Inch Mini Skip White	800	LF	\$0.06	\$ 48.00	\$0.08	\$64.00
1.13	Painted Pavement Marking 6-Inch Mini Skip White Line	25600	LF	\$0.10	\$ 2,560.00	\$0.09	\$2,304.00
1.14	Painted Pavement Marking 8-Inch Mini Skip White	6200	LF	\$0.11	\$ 682.00	\$0.10	\$620.00
<b>Schedule A: Base Bid Items</b>				<b>\$241,056.00</b>		<b>\$294,291.00</b>	
<p><b>Carson City is recommending award to Nevada Barricade &amp; Sign Co, Inc and is tentatively scheduled for approval and award at the July 10, 2024 Regional Transportation Commission meeting.</b></p>							

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Brian Elder, Project Manager

**Agenda Title:** For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 25300015 (“Contract”) for the 2024 Short Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$189,524.

Staff Summary: The Project consists of repainting striping and pavement symbols on Carson Street and William Street. Pavement marking will include but is not limited to, bike lane symbols, turn arrows, crosswalk striping, yield bars, pavement marking text, and stop bars. The Contract is for a not to exceed amount of \$189,524 which comprises the base bid amount of \$172,295, plus a 10% contingency of \$17,229. The engineer’s estimate was \$200,000.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

### **Proposed Motion**

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

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

N/A

### **Previous Action**

N/A

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

The Project consists of repainting short line striping and pavement symbols on Carson Street and William Street, excluding Downtown Carson Street Crosswalks, as shown by Exhibit 2. This is an annual maintenance contract which helps preserve striping visibility and maintains safe driving conditions.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on April 30, 2024. One bid was opened at approximately 11:30 a.m. on May 21, 2024, via online Cisco Webex bid opening. Present during the bid opening were Josuha Dethmers, NBSCO; Alexis Philippi, Carson City Executive Office; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bidder      Base Bid  
NBSCO      \$172,295

Staff recommends awarding to NBSCO as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?**    Yes

**If yes, account name/number:**    Project # P303824001, Long Line Striping Account; 2563038-500488

**Is it currently budgeted?**    Yes

**Explanation of Fiscal Impact:**    If approved, Long Line Striping Account 2563038-500488, will be reduced by an amount not to exceed \$189,524. The current available budget is \$501,408.81.

**Alternatives**

**Attachment(s):**

[5D\\_RTC\\_Exhibit 1 - 25300015 DRAFT Contract\\_2.pdf](#)

[5D\\_RTC\\_Exhibit 2 - 2024 Shortlines Striping Map.pdf](#)

[5D\\_RTC\\_Exhibit 3 - Bid Tabulation.pdf](#)

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

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

Aye/Nay

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 25300015****Title: Short Line Striping**

THIS CONTRACT made and entered into this 10<sup>th</sup> day of July 2024, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and Nevada Barricade & Sign Company, 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 ) (does not X ) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 25300015**, titled **Short Line Striping** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 25300015 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <http://ww.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: 25300015

Title: Short Line Striping

## 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:

Joshua Dethmers  
Nevada Barricade & Sign Company, Inc.  
PO Box 20459  
Reno, NV 89515  
email: [joshua.dethmers@nbsco.com](mailto:joshua.dethmers@nbsco.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7124 / FAX 775-887-2286  
[CAkers@carson.org](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 One Hundred Seventy-Two Thousand Two Hundred Ninety Five and 00/100 (\$172,295.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 25300015**

**Title: Short Line Striping**

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: 25300015**

**Title: Short Line Striping**

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

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is finished.

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

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

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

## 6.5 Time to Correct (Declared Default or Breach):

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

## 6.6 Winding Up Affairs Upon Termination:

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

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

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

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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;

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(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

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

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

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

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

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

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(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## **9. PREFERENTIAL EMPLOYMENT:**

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

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

## **10. REMEDIES:**

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

## **11. LIMITED LIABILITY:**

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

## **12. FORCE MAJEURE:**

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

## **13. INDEMNIFICATION:**

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

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

## **14. INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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.

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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.

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- 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'

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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: 25300015**

**Title: Short Line Striping**

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: 25300015**

**Title: Short Line Striping**

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

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

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

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

## **26. GENERAL WARRANTY:**

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

## **27. PROPER AUTHORITY:**

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

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

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

## **29. GOVERNING LAW / JURISDICTION:**

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

## **30. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in 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: 25300015**

**Title: Short Line Striping**

**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# 25300015**  
**Project# P303824001**  
**Account # 2563038-500488**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Brian Elder, Project Manager  
Telephone: 775-283-7586

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 25300015**

**Title: Short Line Striping**

**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:** Joshua Dethmers

**FIRM:** Nevada Barricade & Sign Company, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-004996

**NEVADA CONTRACTORS LICENSE #:** 0052315

**Address:** PO Box 20459

**City:** Reno **State:** NV **Zip Code:** 89515

**Telephone:** 775-331-5100

**E-mail Address:** joshua.dethmers@nbsco.com

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 25300015**

**Title: Short Line Striping**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 10, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300015** and titled Short Line Striping. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 10th day of July, 2024.

## ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 10th day of July, 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# 25300014** and titled **Short Line Striping** 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

Page: C - 19

(Construction Independent Contractor Agreement)



# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_

as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 25300015** and titled **Short Line Striping** 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.



**N Carson Street  
From Monk to Musser**

**E William St  
From Carson to Russell**

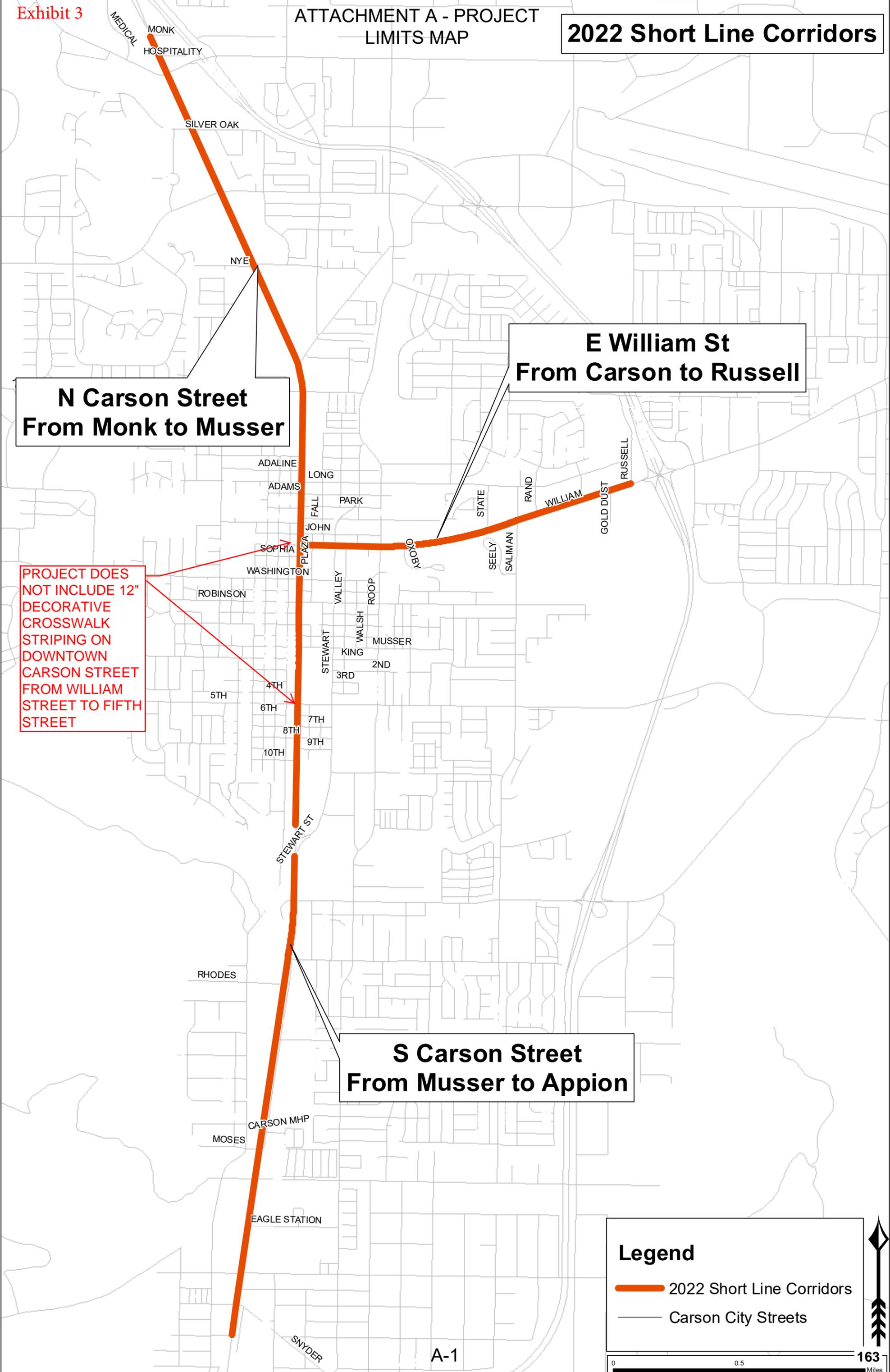
**S Carson Street  
From Musser to Appion**

PROJECT DOES NOT INCLUDE 12" DECORATIVE CROSSWALK STRIPING ON DOWNTOWN CARSON STREET FROM WILLIAM STREET TO FIFTH STREET

**Legend**

- 2022 Short Line Corridors
- Carson City Streets

0 0.5 163 Miles





## 25300015 (PWP# CC-2024-366) Addendum 1 Nevada Barricade & Sign Co, Inc. Supplier Response

### Event Information

Number: 25300015 (PWP# CC-2024-366) Addendum 1  
Title: Short Line Striping Project  
Type: Invitation for Bid  
Issue Date: 4/30/2024  
Deadline: 5/21/2024 11:00 AM (PT)  
Notes: **Summary:** Carson City is accepting sealed bids for the Carson City 2024 Short line Striping Project which consists of placing 24" painted crosswalk markings, painted sharks teeth yield bars, 24" stop bars, directional arrows, pavement marking text, and green bike lane markings using Nevada Type II waterborne paint, including layout, traffic control, and all other incidentals needed to complete project. Project includes all common phases of construction customarily associated with this type of project.

**Project #** P303824001

**PWP#** CC-2024-366

**Engineers Estimate:** \$ 200,000.00

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

### 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)

Exhibit A

# Nevada Barricade & Sign Co, Inc. Information

Contact: Joshua Dethmers  
Address: PO Box 20459  
Reno, NV 89515  
Phone: (775) 331-5100  
Fax: (775) 331-5103  
Email: Joshua.Dethmers@nbsco.com  
Web Address: www.nbsco.com

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

Joshua Dethmers  
*Signature*

joshua.dethmers@nbsco.com  
*Email*

Submitted at 5/21/2024 09:57:20 AM (PT)

## Requested Attachments

### Bid Bond Form

Nevada Barricade - Short Line.pdf

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

### Vendor Information Form

NBSCO\_Vendor\_Information\_3.24\_for\_Carson\_City\_\_2024\_Short\_Line\_Striping.pdf

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

### References

NBSCO Project\_references\_for\_Carson\_City\_2024\_Short\_Line\_.pdf

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

### 5% Subcontractor Information

Signed 5% Bidders Subcotractors List.pdf

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

### 1% Subcontractor Information

Signed 1% Bidders Subcotractors List.pdf

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

### Certification of Auth & Understanding

NBSCO Certification of Authorization and Understanding.pdf

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

### Conflict of Interest

Signed Conflict of Interest for Carson City 2024 Long Line Striping.pdf

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

### Local Preference Affidavit

SIGNED LOCAL PREFERENCE AFFIDAVIT.pdf

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

# Certificate of Eligibility (NRS 338.147 & 338.1389)

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

## State Prevailing Wages

Northern Nevada Rural Region  
2024 Prevailing Wage Rates.pdf

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

## Bid Attributes

<b>1</b>	<b>Contractor's License</b> <p>All bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting its bid.</p> <p>All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their portion of the work. A subcontractor named by the bidder who is not properly licensed for the portion of the work is unacceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discover of the exception and before any further work on the project is undertaken</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>2</b>	<b>A Copy of Contractor's Certificate of Eligibility</b> <p>A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>3</b>	<b>Substitutions</b> <p>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.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
<b>4</b>	<b>Acknowledgement of Addendums</b> <p>Bidder acknowledges receipt of _____ Addendums.</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"><p>1</p></div>
<b>5</b>	<b>References</b> <p>Submit <b>(In Response Attachments)</b> 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.</p> <p><b>Information to be included:</b></p> <ol style="list-style-type: none"><li>1. Company Name</li><li>2. Mailing Address</li><li>2. Telephone Number</li><li>4. E-Mail</li><li>5. Project Title</li><li>6. Amount of Contract</li><li>7. Scope of Work</li></ol> <p><input checked="" type="checkbox"/> Acknowledged</p>

**6 Prevailing Wages (State/Local)**

**Exhibit A**

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

2. Contractor will be required to follow all requirements of a prevailing wage job.

Acknowledged

**7 Required Documents**

**Acknowledgement of Required Documents:**

**Bid Bond**-Due at Bid Submission

**Vendor Information**-Due at Bid Submission

**References**-Due at Bid Submission

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List**

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

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

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

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

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

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening (**Email to [APhilippi@carson.org](mailto:APhilippi@carson.org)**)

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

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

**Subcontractor List for Public Works Projects**-Copy emailed to [MBradley@carson.org](mailto:MBradley@carson.org) within 10 days of construction beginning.

Acknowledged

**8 Apprentices-NRS 338.01165 (SB 82)**

**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

**9 Additional Requirements, Title VI and Required forms Acknowledgement**

WHEREAS, CONSULTANT'S compensation under this agreement (does ) (does not \_X\_) utilize in whole or in part money derived from one or more federal grant funding source(s), however CONSULTANT shall comply with the terms set forth in the Attachments Section of NGEM for this bid.

Acknowledged

**10 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

Bid Lines

1	<b>Package Header</b>		
	Schedule A: Base Bid Items		
	Quantity: <u>  1  </u>	UOM: <u>EA</u>	Total: <span style="border: 1px solid black; padding: 2px;">\$172,295.00</span>
	<b>Package Items</b>		
	<b>1.1 Mobilization/Demobilization</b>		
	Quantity: <u>  1  </u>	UOM: <u>LS</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$12,500.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$12,500.00</span>
	<b>1.2 Traffic Control</b>		
	Quantity: <u>  1  </u>	UOM: <u>LS</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50,000.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$50,000.00</span>
	<b>1.3 24" Crosswalk Bar</b>		
	Quantity: <u>18000</u>	UOM: <u>LF</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$3.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$54,000.00</span>
	<b>1.4 24" Stop Bar</b>		
	Quantity: <u>4000</u>	UOM: <u>LF</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$3.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$12,000.00</span>
	<b>1.5 Yield Bar Shark Teeth</b>		
	Quantity: <u>660</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$10.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$6,600.00</span>
	<b>1.6 Left or Right Turn Arrow</b>		
Quantity: <u>330</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$16,500.00</span>	
<b>1.7 Straight/ Merge Arrow</b>			
Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$500.00</span>	
<b>1.8 Combo Right Turn Arrow</b>			
Quantity: <u>16</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$800.00</span>	
<b>1.9 Bike Lane Symbol with Arrow</b>			
Quantity: <u>70</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$3,500.00</span>	
<b>1.10 Pavement Marking Text - "ONLY"</b>			
Quantity: <u>75</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$3,750.00</span>	
<b>1.11 Pavement Marking Text - "STOP"</b>			
Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$100.00</span>	
<b>1.12 Pavement Marking Text - "MERGE"</b>			
Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$50.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$150.00</span>	
<b>1.13 Green Bike Lane Box 2'x3', including white striping (see sheet SC-5 of special conditions for detail)</b>			
Quantity: <u>390</u>	UOM: <u>EA</u>	Unit Price: <span style="border: 1px solid black; padding: 2px;">\$30.50</span> Total: <span style="border: 1px solid black; padding: 2px;">\$11,895.00</span>	

**Response Total: \$172,295.00**



# NEVADA STATE CONTRACTORS BOARD

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

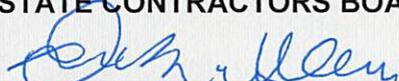
## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-09-07-14-0408**

**NEVADA BARRICADE & SIGN COMPANY, INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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



  
\_\_\_\_\_  
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR      DATE **7.31.2023**  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

**Certification of Authorization and Understanding**

Project Name: Carson City 2024 Short Line Striping Project

Project Number: 25300015 / PWP# CC-2024-366 / P303824

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.

Michelle Stokley

Payroll Officer (Name)

*Michelle Stokley*

Payroll Officer (Signature)

Nevada Barricade & Sign Company, Inc.

(Name of Contractor/Subcontractor)

By *[Signature]*

(Owner's Signature)

Chief Executive Officer

(Title)

0052315

(Contractor/Subcontractor License Number)

5-16-2024

(Date)

## NBSCO Project references for Carson City 2024 Short Line

1. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2023 Short Line Project
  - e. \$354,704.00
  - f. Re-Stripe Pavement Markings throughout Carson City
  
2. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2022 Short Line Project
  - e. \$186,020.00
  - f. Re-Stripe Pavement Markings throughout Carson City
  
3. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2021 Short Line Project
  - e. \$379,072.50
  - f. Re-Stripe Pavement Markings throughout Carson City
  
4. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2020 Short Line Project
  - e. \$94,485.60
  - f. Re-Stripe Pavement Markings throughout Carson City

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Nevada barricade & Sign Company, Inc	Federal ID No: 88-0454821  UEI/DUNS #: 157883849
Mailing Address: P.O. BOX 20459	City, State, Zip Code: Reno, NV 89515
Telephone Number: 775-331-5100	Email: <a href="mailto:contracts@nbsco.com">contracts@nbsco.com</a>

<b>Contact Person/Title:</b>	
Name: Eric Cumming & Blake Evers	Title: Striping Operations Manager & Project Manager
Mailing Address: 9530 North Virginia Street	City, State, Zip Code: Reno, NV 89506
Telephone Number: Eric Cumming-775-772-5811	Email: <a href="mailto:eric.cumming@nbsco.com">eric.cumming@nbsco.com</a>

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 0052315	
License Classification(s): A-2 Highways, A-21 Fencing & Guardrail & A-8 Sealing & Striping of Impermeable Paving Surfaces	Date Issued: 07/13/2001
Limitation(s) of License: Unlimited	Date of Expiration: 07/31/2025
Name of Licensee:	

<b>Carson City Business License Number:</b> BL-004996-2020		
Name of Licensee: NEVADA BARRICADE & SIGN COMPANY INC		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership: InfraStripe Acquisition LLC</b>		
<b>(1) Owner Name:</b>		
Address: 1121 Carmel Common Blvd., Suite 200		
City: Charlotte	State: NC	Zip Code: 28226
Telephone: 704-936-0500	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:		

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Nevada Barricade & Sign Co., Inc., as "Principal," and ARCH 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 Amount Bid dollars (\$\*          ) 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:  
\*5% of Amount Bid

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 # 25300015, PWP # CC-2024-366, for the Project Title: Short Line Striping 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: May 14, 2024

Nevada Barricade & Sign Co., Inc.  
Principal  
By: \_\_\_\_\_

ARCH Insurance Company  
Surety  
By: Eth Spector  
Ethan Spector, Attorney-In-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On MAY 14 2024 before me, Sarah E. Campbell, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Ethan Spector
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing

Signer Is Representing

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aidan Smoek, B. Aleman, D. Garcia, Edward C. Spector, Erin Brown, Ethan Spector, Janina Monroe, Jennifer Ochs, KD Wapato, Marina Tapia, Sandra Corona, Sarah Campbell, Simone Gerhard and Timothy J. Noonan of Los Angeles, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of February, 2023.

Attested and Certified

Regan A. Shulman, Secretary

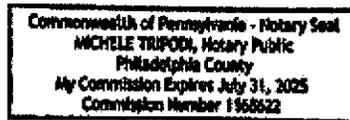


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 23, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this MAY 14 2024 20

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

**BIDDER SUBCONTRACTOR INFORMATION**

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

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s).: \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

\_\_\_\_\_  
Contractor's Signature Date

Telephone No. \_\_\_\_\_

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

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

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

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

\_\_\_\_\_ Contractor's Signature \_\_\_\_\_ Date

Telephone No. \_\_\_\_\_

### Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:

# BID PROPOSAL

Exhibit A

## Local Preference Affidavit

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

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No.

Project Name:

certify that the following requirement will be adhered to, documented, and attained on completion of the contract.

Upon submission of this affidavit on behalf of

I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By:

Title:

Signature:

Date:

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# 2024 Short Line Corridors

**N Carson Street  
From Monk to Musser**

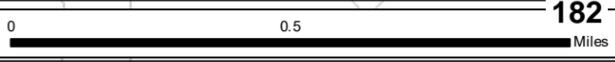
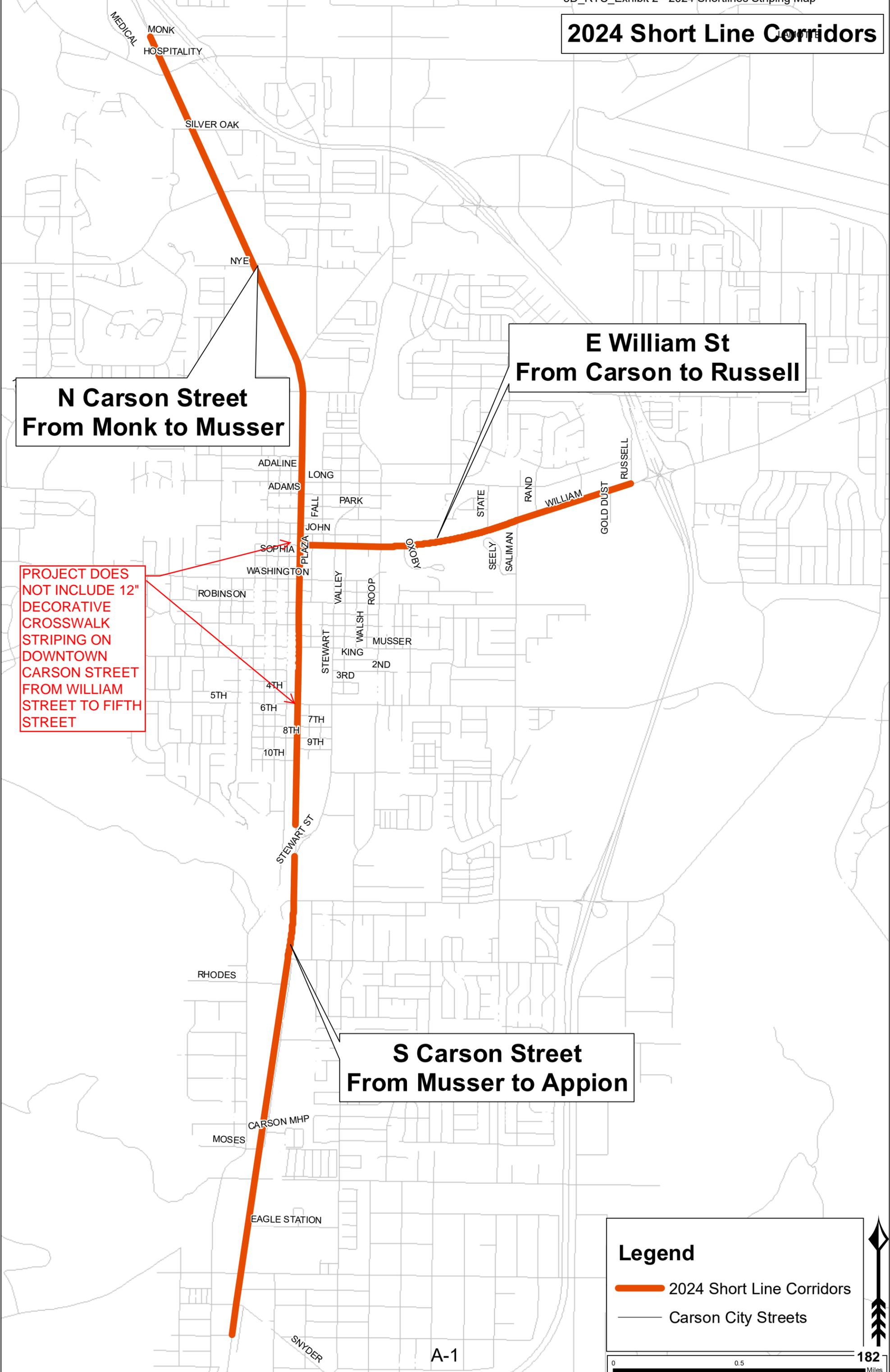
**E William St  
From Carson to Russell**

**S Carson Street  
From Musser to Appion**

**PROJECT DOES NOT INCLUDE 12" DECORATIVE CROSSWALK STRIPING ON DOWNTOWN CARSON STREET FROM WILLIAM STREET TO FIFTH STREET**

**Legend**

-  2024 Short Line Corridors
-  Carson City Streets

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**25300015 Short Line Striping**

**Date and Time of Bid Opening: 05/21/2024 @11:30am**

				Nevada Barricade & Sign Co, Inc.	
				Total Price	\$172,295.00
Line #	Description	QTY	UOM	Unit	Extended
1	Schedule A: Base Bid Items	1	EA	\$172,295.00	\$172,295.00
1.1	Mobilization/Demobilization	1	LS	\$12,500.00	\$12,500.00
1.2	Traffic Control	1	LS	\$50,000.00	\$50,000.00
1.3	24" Crosswalk Bar	18000	LF	\$3.00	\$54,000.00
1.4	24" Stop Bar	4000	LF	\$3.00	\$12,000.00
1.5	Yield Bar Shark Teeth	660	EA	\$10.00	\$6,600.00
1.6	Left or Right Turn Arrow	330	EA	\$50.00	\$16,500.00
1.7	Straight/ Merge Arrow	10	EA	\$50.00	\$500.00
1.8	Combo Right Turn Arrow	16	EA	\$50.00	\$800.00
1.9	Bike Lane Symbol with Arrow	70	EA	\$50.00	\$3,500.00
1.10	Pavement Marking Text - "ONLY"	75	EA	\$50.00	\$3,750.00
1.11	Pavement Marking Text - "STOP"	2	EA	\$50.00	\$100.00
1.12	Pavement Marking Text - "MERGE"	3	EA	\$50.00	\$150.00
1.13	Green Bike Lane Box 2'x3', including white striping (see sheet SC-5 of special conditions for detail)	390	EA	\$30.50	\$11,895.00
<b>Schedule A: Base Bid Items</b>				<b>\$172,295.00</b>	

**Carson City is recommending award to Nevada Barricade & Sign Co, Inc and is tentatively scheduled for approval and award at the July 10, 2024 Regional Transportation Commission meeting.**

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** For Possible Action – Discussion and possible action regarding Amendment 1 (“Amendment”) to Contract No. 23300358 (“Contract”) for First Transit, Inc. (“First Transit”) to (1) add section 2.1.2 to the Contract which updates the projected maximum billable hours; (2) remove and replace section 5.1 of the Contract to increase the Contract not to exceed amount by \$505,424.64 for a new total not to exceed amount of \$4,984,931.10 for the initial three-year term ending September 30, 2026 ("Initial Term"), along with conforming revisions to the Contract amounts associated with Option 1 and Option 2; and (3) remove and replace Attachment G of Exhibit B of the Contract to reflect changes to the Federal Transit Administration's (“FTA”) required contract clauses.

Staff Summary: First Transit provides operating services for Jump Around Carson's (“JAC”) fixed route and paratransit services. The Contract was approved in August 2023, and the Initial Term began September 1, 2023, and ends September 30, 2026. Amendment 1 clarifies the projected maximum billable hours for JAC and JAC Assist and increases the Contract not to exceed amount from \$4,479,506.46 to \$4,984,931.10. Amendment 1 also updates required FTA clauses. All other provisions of the Contract remain unchanged.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 10 minutes

**Proposed Motion**

I move to approve Amendment 1 to the Contract, as presented.

**Board's Strategic Goal**

N/A

**Previous Action**

August 16, 2023 (Item 5.A) – The RTC approved the Contract.

**Background/Issues & Analysis**

The Contract is for the operation of all JAC fixed route and JAC paratransit services in Carson City for an initial three-year term with current annual not to exceed amounts of \$1,433,268.31 in year one, \$1,489,828.24 in year two, and \$1,556,409.91 in year three, resulting in a total not to exceed amount of \$4,479,506.46 during the Initial Term.

The Amendment clarifies the projected maximum billable revenue hours for JAC services, eliminates the annual not to exceed amounts for each year of the Initial Term in favor of a single not to exceed amount for the entirety of the Initial Term, and increases the total not to exceed amount for the Initial Term by \$505,424.64, to \$4,984,931.10. The Amendment also replaces Attachment G of Exhibit 2 with Amendment Exhibit 1 to include additional FTA-required federal clauses that were identified during the recent FTA triennial review.

The Amendment is needed to correct an error in the estimated amount of revenue service hours and to account for one additional month of service not included as part of the costs in the original Contract. A portion of the Contract's not to exceed amount is based on an estimate of billable revenue service hours that JAC anticipates it will operate on an annual basis (12 months). The Contract defines the term revenue service hour as the hours that buses travel while in revenue service plus deadhead hours. Revenue service hours generally include: the time the bus is in revenue service picking up and dropping off passengers; deadhead time, meaning the time necessary to drive back and forth from the JAC Administration Facility; fueling time; and passenger loading time. While the Contract defines the term, the solicitation underlying the Contract provided First Transit with the estimated number of hours to use as the basis for the cost in the contract proposal. The number provided by the City as part of the original procurement utilized the FTA definition of revenue hour, which includes the time for picking up and dropping off passengers, but not deadhead or fueling.

Each month, First Transit calculates the actual number of revenue service hours for both fixed route and paratransit services and submits those values to Carson City for payment. The Contract's not to exceed amount for the Initial Term must be increased by \$505,424.64 to account for the actual rate of expenditure, which is higher than anticipated due to the discrepancy in the definition of revenue service hour and a Contract period of 37 months rather than 36 months as originally proposed.

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

NRS 277A.280(2), NRS Chapter 332

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Transit fund, Operating Contract account; 2253026-500331.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The Fiscal Year ("FY") 2025 Operating Contract expense budget is \$1,592,840 which already accounts for the anticipated Contract increase resulting from the Amendment. The Amendment will increase both the federal grant revenue and required local match for the Initial Term. There is sufficient federal grant funding available through various FTA grants. Staff estimate the increase in required local match to be a total amount of \$192,061 over the three-year period and will be covered through the various local revenue accounts. If approved, the expense (Transit fund, Operating Contract account / 2253026-500331) and revenue (Transit fund, Federal Grants account / 2253081-431010) accounts will be included in future fiscal year budgets to account for the increase to the Contract resulting from the Amendment.

**Alternatives**

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

**Attachment(s):**

5E\_RTC\_Exhibit\_1 - 23300358\_Amendment1 FINAL\_w-Exhibit.pdf

5E\_RTC\_Exhibit\_2 - 23300358 Executed Contract.pdf

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

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

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

Aye/Nay

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

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

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## AMENDMENT FOR CONTRACT

**Contract No.: 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

**Amendment No.: 1**

**If Consideration will be amended, please indicate amount: Increase by \$505,424.64**

**Reason for amendment: To amend Contract No. 23300358 as follows:**

**A. Add the following to Contract 23300358 as new Paragraph 2.1.2:**

2.1.2 Notwithstanding anything in the contrary in this Contract, including but not limited to Addendum 1 and **Exhibit A** to the Contract, the projected maximum billable hours for revenue service included in the SERVICES are estimated to be (1) 15,520 revenue service hours per year for JAC's Fixed Route Service, (2) 6,950 revenue service hours per year for JAC Assist Service and (3) 200 revenue service hours per year for miscellaneous revenue service.

**B. Remove Section 5.1 of Contract 23300358 in its entirety and replace with the following:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Scope of Work Fee Schedule:

5.1.1 During the Initial Term, for a total not to exceed maximum amount of Four Million Nine Hundred Eighty Four Thousand Nine Hundred Thirty One Dollars and 10/100 (\$4,984,931.10).

5.1.2 During the term of Option 1 (October 1, 2026 – September 30, 2027), if exercised **as provided herein**, for a not to exceed maximum amount of One Million Six Hundred Thirty Four Thousand Twenty Nine Dollars and 79/100 (\$1,634,029.79), resulting in a total not to exceed amount of Six Million Six Hundred Eighteen Thousand Nine Hundred Sixty Dollars and 89/100 (\$6,618,960.89) for the Contract.

5.1.3 During the term of Option 2 (October 1, 2027 – September 30, 2028), if exercised by the **as provided herein**, for a not to exceed maximum amount of One Million Six Hundred Thirty Four Thousand Twenty Nine Dollars and 79/100 (\$1,634,029.79), resulting in a total not to exceed amount of Eight Million Two Hundred Fifty Two Thousand Nine Hundred Ninety Dollars and 68/100 (\$8,252,990.68) for the Contract.

5.1.4 The term "Contract Sum" shall mean (1) Four Million Nine Hundred Eighty Four Thousand Nine Hundred Thirty One Dollars and 10/100 (\$4,984,931.10) if the **Parties** do not exercise Option 1 or Option 2; (2) Six Million Six Hundred Eighteen Thousand Nine Hundred Sixty Dollars and 89/100 (\$6,618,960.89) if the **Parties** exercise Option 1 but not Option 2; or (3) Eight Million Two Hundred Fifty Two Thousand Nine Hundred Ninety Dollars and 68/100 (\$8,252,990.68) if the **Parties** exercise Option 1 and Option 2.

**C. Remove Attachment G (FTA Required Federal Clauses and Forms) of Exhibit B to Contract 23300358 in its entirety and replace it with Exhibit 1 to this Amendment.**

**Account: 2253026-500331**

# AMENDMENT FOR CONTRACT

It is also agreed that all unaffected terms, conditions, requirements and restrictions of Contract 23300358 remain in full force and effect for the duration of the Contract term.

The Amendment will become effective when approved by the Carson City Regional Transportation Commission and executed by the Chairperson.

## CONSULTANT

Approved by:

Transdev North America, Inc.:

Name/Title: Randall Lewis, General Counsel & Chief Ethics and Compliance Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CITY

Approved by:

City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form by:

District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# AMENDMENT FOR CONTRACT

**Contract No.: 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

**Amendment No.: 1**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 10, 2024, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 23300358. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Amendment in accordance with the action taken.

## REGIONAL TRANSPORTATION COMMISSION

\_\_\_\_\_  
LORI BAGWELL, Chairperson

DATED this 10th day of July 2024.

## ATTEST:

\_\_\_\_\_  
WILLIAM SCOTT HOEN, Clerk-Recorder

DATED this 10th day of July 2024.

**Account: 2253026-500331**

**ATTACHMENT G**  
**FTA REQUIRED FEDERAL CLAUSES and FORMS**  
**(Contracts for Operations and Management greater than \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

**I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**II. PROGRAM FRAUD AND FALSE CLAIMS OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 4) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also

applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

### **III. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR

18.39(i)(11).

- 7) FTA does not require the inclusion of these requirements in subcontracts.

#### **IV. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **V. TERMINATION PROVISIONS**

- 1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.
- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

## **VI. CIVIL RIGHTS (TITLE VI, EEO, & ADA)**

The following requirements apply to the underlying contract:

- 1) **Nondiscrimination** - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”, DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, DOT Orders related to Title VI assurances and non-discrimination provisions, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.

- 2) Equal Employment Opportunity – The bidder, and any and all subcontractors of the bidder, are required to comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).

The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

- a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, “Equal Employment Program Guidelines for Grant Recipients”, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
  - b. **Sex**–The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include each of these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **VII. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

## Exhibit 1

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is listed in the attached form (1.43%). **A separate contract goal has not been established for this project. The attached form is only required if a DBE is participating in a project.**

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

#### **VIII. INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

#### **IX. DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION PROCEDURES**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

Through submission of the accompanying form, the bidder or proposer certifies as follows:

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

- 2) The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
- 4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.
- 5) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
- 7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

#### **X. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

- 3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- 4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.
- 5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **XI. LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier of Contractor and Sub-Contractor certifies to the tier above that it will not and has not used Federal 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

By using the accompanying form and by signing the Contract, the undersigned certifies, to the best of his or her knowledge and belief, that:

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

## **XII. CLEAN AIR**

(1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **XIII. CLEAN WATER**

(1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **XIV. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

## **XV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Reference Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

These requirements extend to all third-party contractors and their contracts at every tier. The Contract Work Hours and Safety Standards Act applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

- 1) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- 2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records

shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- 3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- 4) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.
- 5) For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- 6) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- 7) The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- 8) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### **XVI. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

- 1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
  - a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions

determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

- 2) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.
- 3) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

#### **XVII. CHARTER BUS REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation

#### **XVIII. SCHOOL BUS REQUIREMENTS**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

#### **XIX. SAFE OPERATION OF MOTOR VEHICLE**

- 1) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Carson City.
- 2) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection

with the work performed under this agreement.

## **XX. DRUG AND ALCOHOL MISUSE AND TESTING**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 15 to the Nevada Department of Transportation. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## **XXI. ADA ACCESS**

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

## **XXII. VETERANS EMPLOYMENT**

To the extent practicable, Contractor agrees that it:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

Contractor also assures that its sub-contractor will:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **XXIII. PRIVACY ACT REQUIREMENTS**

- 1) Applicability to Contracts: When CAMPO and/or RTC maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

- 2) Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contract/consultant and their contracts at every tier.
- 3) Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor/Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
  - a. The Contractor/Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Contractor/Consultant or its employees operate a system of records on behalf of the Federal Government. The Contractor/Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

#### **XXIV. RIGHT TO PROTEST**

In accordance with the 'Instructions to Bidders', a Bidder may file a Notice of Protest regarding the awarding of the contract. Please refer to the separate attachment for Protest Procedures for FTA-Assisted Procurements.

#### **XXV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As required by 2 CFR 200.216, recipients and subrecipients of federal funding, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase: a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). b. Telecommunications or video surveillance services provided by such entities or using such equipment. c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list."

#### **XXVI. SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **XXVII. FORMS**

The following forms are required.

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# STAFF REPORT

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

**Meeting Date:** August 16, 2023

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding Contract No. 23300358 (“Contract”) for First Transit, Inc. (“First Transit”) to perform Public Transportation Operating Services for Jump Around Carson (“JAC”) for a three-year term beginning September 1, 2023, and ending September 30, 2026, for a total not to exceed amount of \$4,479,506.46, plus two one-year options, requiring mutual assent, to extend the Contract for an amount not to exceed \$1,634,029.79 for each option year.

**Staff Summary:** The current transit operating contract began in August 2020 and will expire August 30, 2023. The proposed Contract is for the operation of all JAC fixed route and JAC paratransit services for a period of three years for \$1,433,268.31 in year one, \$1,489,828.24 in year two, and \$1,556,409.91 in year three, resulting in a not to exceed amount of \$4,479,506.46 during that three-year term. The Contract includes two one-year extensions. Those option years can only be exercised by approval of both the Regional Transportation Commission and First Transit.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 15 minutes

## Proposed Motion

I move to approve the Contract, as presented.

## Background/Issues & Analysis

Carson City issued a request for proposals (“RFP”) soliciting bids from qualified contractors in accordance with Federal Transit Administration (“FTA”) regulations. The RFP was distributed and published in the Reno Gazette Journal and NGEM on May 4, 2023. Three proposals were received on June 13, 2023, from First Transit, RTW Management Inc. (“RTW”), and SP+ Transportation (“SP+”). The proposals were evaluated by the review and selection committee based on several factors including project understanding, experience, technical capacity, presentation, and budget, with budget consisting of half the technical score. First Transit was selected by the committee for recommendation to the RTC as being the best overall provider of the service. First Transit is the current operating contractor for JAC.

Proposals were received from the following proposers:

<u>Proposers</u>	<u>Technical Score</u>	<u>Cost (Years 1-3)</u>	<u>Cost (Year 4 and Year 5)</u>
First Transit	91.5	\$4,479,506.46	\$1,634,029.79 each year
RTW	87.7	\$4,354,759.00	\$1,599,575.00 each year
SP+	37.5	\$4,892,689.00	Not provided

Itemized line-item costs for each proposer, as well as the costs of the current contract period, are included in Exhibit 3. Differences in cost are primarily attributed to increased wages for the drivers, increase wages for management and administration staff, and increased insurance costs.

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

NRS 277A.280(2), NRS Chapter 332

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Transit fund, Operating Contract account; 2253026-500331.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The Fiscal Year (“FY”) 2024 Operating Contract expense budget is \$1,383,500. If approved, the expense (Transit fund, Operating Contract account / 2253026-500331) and revenue (Transit fund, Federal Grants account / 2253081-431010) accounts will be augmented by adding \$49,768 to each.

If approved, the above referenced account may be decreased by as much as \$4,479,506.46 over the period September 1, 2023, through September 30, 2026. FY 2025 and FY 2026 will be added to those budgets as they are created, and FY 2024 will be reduced by \$1,433,268.31. Various FTA and other federal grants are available to be utilized for this Contract, including the Federal Fiscal Year (“FFY”) 2019 5307 apportionment (Grant No. G302620003, reimbursable at 50% with partial reimbursement at 80%), the FFY 2020 5307 apportionment (Grant No. G302622016, reimbursable at 50% with partial reimbursement at 80%), the FFY 2021 and 2022 5307 apportionments (Grant No. TBD, reimbursable at 50% with partial reimbursement at 80%), and the FFY 2022 and 2023 5310 apportionments (Grant No. TBD, reimbursable at 80%). Available General Fund transfer to the Transit Fund at the current FY 2024 level (\$629,800 annually), anticipated farebox revenues (approx. \$100,000 annually), the State’s Aging and Disability Services Division grant for Senior Bus Passes (approx. \$97,000 annually), and the State’s Division of Health Care Financing and Policy (DHCFP) grant for Medicaid-eligible ride reimbursement (approx. \$42,000 annually), and various miscellaneous revenues (approx. \$34,000 from advertising, auctions, donations) are expected to adequately cover local match requirements as part of the proposed three-year Contract, as well as the continued program operation costs of fleet maintenance and JAC administration for the duration of the Contract term.

**Alternatives**

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

**Supporting Material**

- Exhibit-1: Contract No. 23300358
- Exhibit-2: Proposal Evaluation Scores and Price Comparison

**Board Action Taken:**

Motion: Approve

- 1) LS
- 2) GN

Aye/Nay

5-0-0

TW

(Vote Recorded By)

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

THIS CONTRACT is made and entered into as of the date of the last authorized signature below, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and First Transit, Inc., hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may be individually referred to as "Party" and collectively referred to as "Parties."

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; 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. 23300358** (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 "SERVICES." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any CITY specifications, as provided herein, 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 Request for Proposal No.23300358 including, but not limited to, the Instruction to Proposers, Attachments A through J thereto, and Addendum 1; **CONTRACTOR'S** response to Request for Proposal No. 23300358, **Exhibit A** to the Contract; and **Exhibit B** to the Contract, are intended to be complete and complementary and are intended to describe the complete SERVICES. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the Carson City Website <http://ww.carson.org/bids>.

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

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

For P&C Use Only
CCBL expires <u>12/31/23</u>
GL expires <u>7/1/24</u>
AL expires <u>7/1/24</u>
WC expires <u>7/1/24</u>
PL expires <u>7/1/24</u>

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300358

Title: Jump Around Carson (JAC) Public Transportation Operating Service

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

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

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

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

### 3. CONTRACT TERM:

3.1 The Contract shall have an initial three-year term effective from September 1, 2023, subject to Carson City Regional Transportation Commission approval (anticipated to be August 16, 2023) to September 30, 2026 ("Initial Term"), unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

3.2 This Contract may be extended beyond the Initial Term, upon mutual written assent, for two additional one-year terms ("Option 1" and "Option 2", respectively). The **CITY** may exercise its assent to Option 1 and/or Option 2 by (1) taking action at a public meeting of the Carson City Regional Transportation Commission and, (2) if the extension is approved, providing notice to **CONTRACTOR** that **CITY** has obtained its assent to Option 1 and/or Option 2 (as applicable) on or before (i) June 15, 2026 to exercise Option 1; and (ii) June 15, 2027 to exercise Option 2.

### 4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](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

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addressed to the other party at the address specified below.

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

Mark Elias, Region Vice President  
Transdev North America, Inc.  
720 E Butterfield Rd.  
Suite 300  
Lombard, IL 60148,  
360-690-6534  
mark.elias@transdev.com

and:

Randall Lewis, General Counsel & Chief Ethics and Compliance Officer  
Transdev North America, Inc.  
720 E Butterfield Rd  
Suite 300  
Lombard, IL 60148  
630-877-9047randall.lewis@transdev.com

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

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

and:

Carson City Public Works, Transportation Manager  
Chris Martinovich  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355  
Cmartinovich@carson.org

## 5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Scope of Work Fee Schedule:

5.1.1 During the Initial Term, for a total not to exceed maximum amount of Four Million Four Hundred Seventy Nine Thousand Five Hundred Six Dollars and 46/100 (\$4,479,506.46), comprising (1) One Million Four Hundred Thirty Three Thousand Two Hundred Sixty Eight Dollars and 31/100 (\$1,433,268.31) for year one (September 1, 2023 – September 30, 2024); (2) One Million Four Hundred Eighty Nine Thousand Eight Hundred Twenty Eight Dollars and 24/100 (\$1,489,828.24) for year two (October 1, 2024 – September 30, 2025); (3) and One Million Five

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Hundred Fifty Six Thousand Four Hundred Nine Dollars and 91/100 (\$1,556,409.91) for year three (October 1, 2025 – September 30, 2026).

5.1.2 During the term of Option 1 (October 1, 2026 – September 30, 2027), if exercised **as provided herein**, for a not to exceed maximum amount of One Million Six Hundred Thirty Four Thousand Twenty Nine Dollars and 79/100 (\$1,634,029.79), resulting in a total not to exceed amount of Six Million One Hundred Thirteen Thousand Five Hundred Thirty Six Dollars and 25/100 (\$6,113,536.25) for the Contract.

5.1.3 During the term of Option 2 (October 1, 2027 – September 30, 2028), if exercised **as provided herein**, for a not to exceed maximum amount of One Million Six Hundred Thirty Four Thousand Twenty Nine Dollars and 79/100 (\$1,634,029.79), resulting in a total not to exceed amount of Seven Million Seven Hundred Forty Seven Thousand Five Hundred Sixty Six Dollars and 04/100 (\$7,747,566.04) for the Contract.

5.1.4 The term “Contract Sum” shall mean (1) Four Million Four Hundred Seventy Nine Thousand Five Hundred Six Dollars and 46/100 (\$4,479,506.46) if the **Parties** do not exercise Option 1 or Option 2; (2) Six Million One Hundred Thirteen Thousand Five Hundred Thirty Six Dollars and 25/100 (\$6,113,536.25) if the **Parties** exercise Option 1 but not Option 2; or (3) Seven Million Seven Hundred Forty Seven Thousand Five Hundred Sixty Six Dollars and 04/100 (\$7,747,566.04) if the **Parties** exercise Option 1 and Option 2.

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

5.3 Compensation shall be provided for both Monthly Fixed Costs and Variable Costs stated as dollars per revenue service hour, as provided in **Exhibit A**. To ensure that the fixed cost reimbursement portion of the Contract is fair and equitable, should **CONTRACTOR** have any of the following staff positions vacant for more than 60 calendar days, the actual cost of that position’s monthly salary will be reimbursed to the **CITY** on the next, subsequent invoice. The positions covered under the fixed cost reimbursement are two (2) full time Dispatchers, one (1) Operations/Safety Manager and one (1) General Manager. If the **CONTRACTOR** can show that it has made every reasonable effort to fill the vacancy or it has provided staffing coverage from other sources, the **CITY** may, but is not obligated to, waive this penalty by giving prior, written approval through its Transportation Manager.

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

#### 6. **TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the third Friday in July of the same year. A billing submitted after the first third Friday in July will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

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reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

#### 7. CONTRACT TERMINATION:

##### 7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, if applicable, either party may terminate this Contract upon 120 days' prior written notice to the other party.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **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 SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

##### 7.2 Termination for Nonappropriation:

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

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

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

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

7.3.2.1 If **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

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

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

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

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **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

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

#### 7.4 Time to Correct (Declared Default or Breach):

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

7.4.2 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation. The party desiring mediation must provide notice to the other party ("Mediation Demand") within five (5) calendar days of the Notice of Default's service. The parties shall agree upon a mediator within five (5) calendar days of the Mediation Demand, or, if the parties cannot agree upon a mediator, each party shall select a temporary mediator within seven (7) calendar days of the Mediation Demand, and those temporary mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

#### 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

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

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

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

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY**

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possession all proprietary information in accordance with “**Section 19**”.

### 7.6 Notice of Termination:

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

### 8. REMEDIES:

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

### 9. LIMITED LIABILITY:

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

### 10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, picketing, labor disputes, failure of public transportation, civil or military authority, government action, act of public enemy, accidents, fires, explosions, civil disturbance, riots, war, terrorism, or acts of God, including, without limitation, earthquakes, floods, winds, storms, or pandemics and/or epidemics. In the event **CONTRACTOR** is unable to provide the transportation services as specified in this Contract due to aforementioned causes, **CITY** shall excuse **CONTRACTOR** from performance under this Contract. The intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

### 11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' 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.

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11.2 Except as otherwise provided in **Subsection 11.4** 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:

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

11.2.2 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.

11.3 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.

11.4 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.

#### 12. **INDEPENDENT CONTRACTOR:**

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

12.2 It is mutually agreed that **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 SERVICES 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.

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

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **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.

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

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

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

13.2 **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. **CITY** or **CITY'S** insurance shall insure the JAC vehicles while the JAC vehicles are being operated or maintained by **CITY** employees.

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13.3 **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**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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:

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

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

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

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

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

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

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **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**.

13.13 **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.

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When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to **CITY**.

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

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **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**.

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

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

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **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.

#### 13.20 **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.

13.20.1 *Minimum Limits required:*

13.20.2 Five Million Dollars (\$5,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO

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additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to **CITY**. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 **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.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 **CONTRACTOR** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 **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.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **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.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **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.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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- 13.23.1 **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.
- 13.23.2 **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.
- 13.23.3 **CONTRACTOR** waives all rights against **CITY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this Contract. **CONTRACTOR** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 14. BUSINESS LICENSE:

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

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

### 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**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 SERVICES 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.

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

### 16. WAIVER OF BREACH:

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

### 17. SEVERABILITY:

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300358

Title: Jump Around Carson (JAC) Public Transportation Operating Service

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

## 18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**; provided, however, that **CONTRACTOR** may assign or sublet its rights under this Contract to a parent, subsidiary, related or affiliated company. Further **CONTRACTOR** may, without approval, assign or otherwise transfer this Contract in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **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.

## 20. 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.

## 21. 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.

## 22. FEDERAL FUNDING:

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

22.1.1 **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.

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300358

### Title: Jump Around Carson (JAC) Public Transportation Operating Service

19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

22.1.3 **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.

22.1.4 **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).

22.1.5 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).

### 23. **LOBBYING:**

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

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

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

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

### 24. **OTHER TERMS:**

24.1 Change in Laws, Specifications, or Other Conditions: In the event of changes in state or federal taxes, laws, or specifications, increased insurance or surety premiums, or any other condition which causes any of **CONTRACTOR'S** operating costs hereunder to increase at a rate in excess of any negotiated escalation (e.g., changes in the Affordable Care Act or the Minimum Wage Laws), the parties shall meet to determine a reasonable and just amount to cover such increases. After such amount is approved by the Regional Transportation Commission, the rates of **CONTRACTOR** compensation shall be adjusted to reflect such increases.

24.2 Trigger for Renegotiation: **CITY** and **CONTRACTOR** will consult on a regular basis concerning the service requirements under this Contract. In the event of increases or decreases in the number of

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 23300358

### Title: Jump Around Carson (JAC) Public Transportation Operating Service

passengers requiring transportation or in routes or schedules, the number of vehicles and/or revenue service hours will be adjusted accordingly. **CITY** may increase or decrease services to be provided by **CONTRACTOR** under this Contract ("Schedule Readjustments"). However, where Schedule Readjustments impact the service levels or equipment levels required by 15% or more, the parties agree to renegotiate the contracted fixed costs and revisit the need to add/remove fixed support such as dispatchers and road supervisors. This ensures minimized risk for both the **CITY** and **CONTRACTOR** in the event that service levels change.

24.3 Minimum Number of CDL Drivers with Passenger and/or Airbrake Endorsement: **CONTRACTOR** is required to provide a sufficient amount of CDL Drivers with Passenger and/or Airbrake endorsements to provide the SERVICES under this Contract.

24.4 Contract Service Activities and Performance: **CONTRACTOR** will be responsible for carrying out the SERVICES, including all the elements as required by Section 4.1 through Section 4.10 of Attachment A to Request for Proposal No. 23300358.

#### 25. GENERAL WARRANTY:

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

#### 26. 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 SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

#### 27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **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.

#### 28. ENTIRE CONTRACT AND MODIFICATION:

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

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

**29. ACKNOWLEDGMENT AND EXECUTION:**

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

**CARSON CITY**

Executive Office  
Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](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: Parvika Gansel, Deputy CFO for Sheri Russell-Benabou, Chief Financial Officer  
Dated 9/1/2023

By: [Signature]  
Deputy District Attorney  
Dated 8/14/23

**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

Acct# 2253026-500331

By: [Signature]  
Dated 9/5/2023

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

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: ~~MARK ELIAS~~ Randall Lewis

TITLE: ~~Regional Vice President~~ General Counsel & Chief Ethics and Compliance Officer

FIRM: Transdev North America, Inc.

**CARSON CITY BUSINESS LICENSE #: BL-006396-2021**

Address: 720 E Butterfield Rd., Suite 300

City: Lombard State: IL Zip Code: 60148

Telephone: 360-690-6534 E-mail Address: mark.elias@transdev.com

  
\_\_\_\_\_  
(Signature of Contractor)

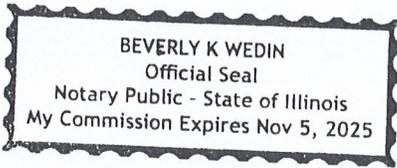
DATED August 25, 2023

STATE OF Illinois )  
County of DuPage )ss

Signed and sworn (or affirmed before me on this 25th day of August, 2023.

  
\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

**CONTRACTOR**

**BY:** Mathieu LeBourhis

**TITLE:** Chief Financial Officer

**FIRM:** Transdev North America, Inc

**Address:** 720 E Butterfield Rd., Suite 300

**City:** Lombard **State:** IL **Zip Code:** 60148

**Telephone:** 360-690-6534 **E-mail Address:** Mathieu.lebourhis@transdev.com

\_\_\_\_\_  
(Signature of Contractor)

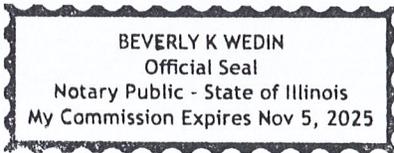
**DATED** August 25, 2023

**STATE OF** Illinois )  
County of DuPage )ss

Signed and sworn (or affirmed before me on this 25th day of August, 2023.

(Signature of Notary)

(Notary Stamp)



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 23300358**

**Title: Jump Around Carson (JAC) Public Transportation Operating Service**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 16, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300358**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**



LORI BAGWELL, MAYOR/ CHAIRPERSON

DATED this 16<sup>th</sup> day of August 2023.

**ATTEST:**



WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 16<sup>th</sup> day of August 2023.

PROPOSAL TO PROVIDE

## Public Transportation Operating Services for Carson City

2023

RFP: 23300257



June 13, 2023

Carson City Regional Transportation  
 Attn: Carol Akers, Purchasing and Contracts Administrator  
 201 N. Carson Street, Suite 2  
 Carson City, NV 89701

**Re: RFP # 23300257 Public Transportation Operating Services**

Ms. Akers,

First Transit is pleased to submit this proposal to Carson City for Public Transportation Operating Services for Jump Around Carson. As your provider since 2020, we value our partnership and are proud of the accomplishments we have achieved together. We have a unique understanding of this service and your expectations for safe, customer-focused service delivery.

Retaining First Transit as your provider will yield the following benefits to Carson City:

- Continued service oversight by an experienced, highly qualified management team, led by General Manager Michael Peoples who has been with the operation since 2022 and was mentored by our previous GM, Michael Jacobs
- Retaining the knowledge of tenured, knowledgeable operators and staff
- No service disruption for Carson City system employees, or the passengers we serve
- A collaborative partnership based on transparency, trust, and shared goals for the system's future

We provide a strong foundation on which to build further success, which will be driven by the following new initiatives: **increased operator and staff wages, implementation of Mobileye technology and expanded resources and support from Transdev's acquisition of First Transit.**

First Transit will also continue to apply our proven processes and effective programs to our JAC operation. These include industry-leading safety, training, and customer service programs. We will also continue to provide extensive support at the regional and corporate levels, led by RVP Mark Elias.

First Transit's leadership and operational approach have led to outstanding performance over the last contract term, including the following key areas: **improved safety with no preventable accidents for 12 months, achieved 97% OTP, and reduced customer complaints.** We are proud of the accomplishments resulting from our partnership and will remain focused on continual improvement in the next contract term.

Our proposal pricing increases above current contract rates are driven primarily by operator and staff wage increases along with insurance market rate increases that have affected the transportation industry nationwide.

We acknowledge the receipt of Addendum 1, issued May 23, 2023

First Transit is excited for the possibility of continuing our partnership with Carson City in this next phase of your transportation service's evolution. Please note that the information contained in this proposal is accurate and complete. Your primary contact for this opportunity is James Coffman, Director of Business Development. He can be reached at (513) 335-8069 or james.h.coffman@transdev.com and is ready to answer any questions you may have or to discuss our capabilities as a provider.

Sincerely,



Laura Hendricks, President & Chief Executive Officer, First Transit

# Technical Proposal



# First Transit

A Transdev Company  **transdev**  
the mobility company

**Carson City Purchasing and Contracts  
Public Transportation Operating Services  
Advertised Proposal # 23300257**

**First Transit, Inc.  
720 E. Butterfield Road, Suite 300  
Lombard, IL 60148  
UEI: 025672200**

**Primary Contact: Jim Coffman, Director of Business Development  
Phone: 513.335.8069  
Email: james.h.coffman@transdev.com**

## 5.2.2 Knowledge of Carson City

*Information related to Contractor's knowledge of the scope and service area as described*

### Understanding the Scope of the Project

As your incumbent provider for the past three years, First Transit understands Carson City's transportation services – its challenges and complexities, as well as your expectations for safe, dependable, and friendly service delivery. As your partner, we have and will continue to work diligently to exceed the City's expectations, and those of our shared passengers. First Transit has developed solutions to overcome challenges facing the operation and enhance service, as detailed throughout our proposal. We will continue to work with Carson City to ensure continued improvement every day in our service delivery.

We are proud of our partnership with Carson City and will continue to build on the solid foundation we have created together. The many accomplishments we have achieved together, highlighted later in this section, include exemplary on time performance, an excellent safety record, a seamless transition of service amidst the COVID pandemic and currently a nearly fully staffed operation, which is an outstanding accomplishment in the post-COVID environment. Together, we will continue to meet the evolving mobility needs of the Carson City community.

**Moving forward, Carson City will continue to receive the high level of service from the team you know and trust, with added benefits from the recent acquisition of First Transit by Transdev. As our parent company, Transdev brings an enhanced level of industry expertise, support and resources to our Carson City operation.**



### A Collaborative Partnership with Carson City

Our partnership has been one of growth, innovation and quality service achievement. Throughout our partnership with Carson City, we have created a foundation of solid performance and shared goals for the agency's ADA paratransit and fixed route services.

We have achieved many successes during the history of our partnership by providing safe, reliable, and customer-focused services for our shared customers. Our First Transit team, led by Michael Peoples, is dedicated to serving the Carson City community – understanding the needs of the passengers we serve and providing a positive, engaging environment for our employees.

First Transit is confident we are the best choice to continue building upon our first-hand experience, unrivaled understanding of this operation and shared vision and goals to determine our roadmap moving forward. More than an operator, First Transit's local staff who call the Carson City area home are committed to elevating these services to achieve RTC's long-term service plans. Each of our team members feel a significant sense of commitment to moving Carson City's transportation services to the next level of quality.

**Together, our vision is always focused on providing top quality services that keep our customers at the heart of everything we do.** We achieve this vision by creating an atmosphere that provides everyone, whether it's the customer, our team members or the general public, the respect and dignity they deserve. As the successful provider of these services for the past three years, we have a unique insight into your passengers' preferences, Carson City's expectations and goals, a familiarity with the geographic location and the potential service challenges. Leading our operation, our experienced General Manager Michael Peoples will continue to focus his results-driven team on ensuring we exceed your expectations in every aspect of our service delivery.



# 3

Years of collaborative partnership between First Transit and Carson City

Our local management team, who have proven themselves to Carson City RTC, brings a depth of experience and understanding of these services that none of our competitors can touch. Our local team will continue to receive support by both the region and corporate management to deliver a culture of continuous improvement to fulfill our new action plan.

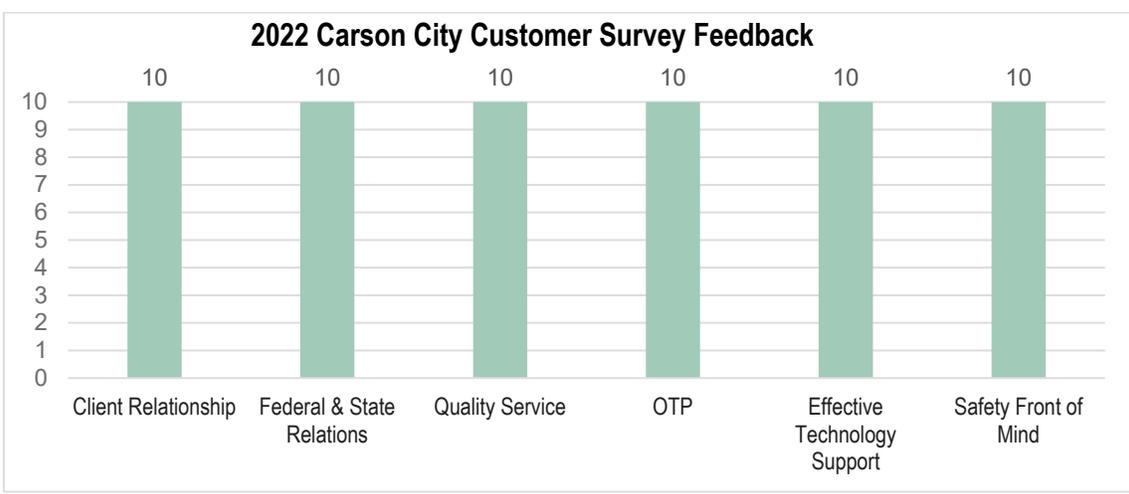
### Accomplishments of Our Partnership

Nothing is more important in demonstrating our qualifications to continue to provide the JAC services for Carson City than our long-standing partnership with you. Our understanding of the services provided and the accomplishments we have seen together over the last few years are a source of pride for our team. We will continue to embrace practices and procedures that have been successful and contributed to the many accomplishments we have achieved as your transportation provider, highlights of which include:

- > Transitioned JAC operations seamlessly into service with First Transit with no disruptions, collaborative overcoming challenges presented by starting up operations during COVID
- > Achieved and maintained 97% OTP throughout our contract
- > Implemented BeSafe Program and operated with no preventable accidents for 12 months and no preventable injuries for 11 months
- > Reduced DriveCam alerts from eight per month down to one since October, contributing to improved safety
- > Improved customer relations and reduced complaints
- > Maintained 99% of required staffing levels, a tremendous accomplishment in the post-covid environment
- > Worked with the City to provide fareless rides from 2020-2022 during the COVID Pandemic
- > Provided two members of the community a new wheelchair courtesy of First Transit through our Safe Wheels Program
- > Assisted with Caldor Fire evacuation at South Lake Tahoe in 2021, safely transporting people, pets and belongings to and from their homes
- > Contributed to the Toys for Tots campaign for the holidays
- > Assisted community with a shuttle to and from Homestead Holidays



Below are the results of First Transit's annual customer survey as submitted by Carson City. As you see, we have excelled in numerous critical areas. We take great pride in our service and are committed to continuing to exceed your expectations moving forward.



# Our Shared Mission

## EXHIBIT A

The partnership between Carson City and First Transit will only continue to succeed if we have a collaborative, transparent partnership focused on a singular mission. As described in detail throughout our proposal, First Transit will assist RTC in achieving your mission of providing “**Safe, Dependable** and **Friendly** transit service to the residents and visitors of Carson City, Nevada:

- **Providing Safe Service** – Through First Transit’s industry-leading training programs and our world class safety culture, we are dedicated to ensuring the safety of our passengers and employees, as evidenced by our exemplary safety record. Included in our **Attachments**, First Transit has described our BeSafe Safety Leadership Program that will continue to bring a proactive approach to safety, tapping into employees’ discretionary effort to change unsafe habits and behaviors before accidents and incidents occur.
- **Providing Dependable Service** – Our dependable service allows the Carson City community to rely on the transit service to get where they need to be when they need to be there, as evidenced by our exceptional on time performance throughout the contract. We believe wholeheartedly that transportation is vital to the success of the communities we serve. First Transit’s vision “We provide easy and convenient mobility improving quality of life by connecting people and communities,” is in line with RTC’s objective to provide dependable service. Many of our employees call Carson City home and are proud to serve their families, friends, and neighbors.
- **Providing Friendly Service** – Customer service is in everything that we do. All First Transit employees who interact with passengers are required to complete our extensive customer service training to help our employees identify and deliver on our customers’ needs and expectations. In addition to new employee training, customer service is reiterated throughout our ongoing training program and all First Transit meetings. We also ensure that we take seriously customer feedback received, responding quickly and comprehensively to complaints and congratulating employees who receive positive feedback from passengers.

## Looking Ahead

Although we are proud of our performance in the provision of the Carson City transportation services, we will always strive for continual improvement, working to earn your business every single day. In the new contract period, we will continue to provide the safe, customer-focused, high-quality transportation services you have come to expect from us, with meaningful enhancements to continue to improve our service delivery. As the successful incumbent provider, most of our personnel, programs and initiatives are already in place. Our seamless transition process will focus on evaluating the success of our current operations, while also continue looking forward with innovative technologies, methods and initiatives to take the JAC service to the next level. These include:

- Expanded resources and corporate support with Transdev’s acquisition of First Transit
- Results-driven leadership from our new General Manager, Michael Peoples, who has progressed through the ranks with experience a paratransit operator, operations supervisor, assistant general manager, and general manager
- Continued support from our previous General Manager, Michael Jacobs, who will assist during startup of the new contract and be available as a continued resource to our local team as needed
- Increased operator wages to boost employee morale and retention and support recruitment efforts
- Implementation of Mobileye technology that will reduce accident probability, reduce costs, and monitor operator behavior
- Collaborative relationship with Teamsters Local 533 for a newly ratified CBA providing increased wages and benefits for operators and staff
- Support from our Innovation and Technology team for future innovation and ongoing technology advice

## First Transit’s Roles and Responsibilities

### Meeting Your Requirements

First Transit has a unique understanding of the requirements associated with coordinating a safe, dependable and friendly multi-modal transportation service in the non-urbanized areas of Carson City. As your partner, we understand our responsibilities within this service as defined in the Scope of Work in the City’s RFP.

We will manage and operate the transit system in accordance with all policies and procedures, completing all reporting requirements, while providing excellent customer service and handling complaints according to established procedures. First Transit will work to maximize ridership, farebox recovery, and on-time performance while reducing roadcalls, collisions and complaints. We will participate in all required service-related meetings and support the City in marketing and public/media relations efforts. We will continue to establish and maintain compliant drug and alcohol testing program to ensure an alcohol and drug-free workplace. We will train operators in the safe operation of vehicles and customer service and train dispatchers on technology, as well as policies, procedures and necessary requirements. We will meet all requirements regarding vehicle cleaning and coordination of vehicle maintenance.

First Transit will also continue to maintain all facilities, bus stops, signage and passenger amenities. We will handle trip reservations and scheduling, including subscription trips, and provide effective dispatching to ensure high-quality daily service delivery. This includes proper handling of trip cancellations to ensure efficient service delivery. We will provide on time services that meet all requirements and objectives with the required staffing levels, including the leadership of General Manager, Michael Peoples, supported by Region Vice President Mark Elias. We are familiar with the ADA requirements for accessibility and equitable transportation. All operators attend an annual ADA training to ensure they follow all ADA requirements and provide a superior passenger experience each day.

Throughout our proposal, we have illustrated how we will meet and exceed the responsibilities listed above. We have illustrated our ability to do so in this section with highlights of our partnership and accomplishments. We are committed to continuing our collaborative partnership with the City to benefit the community and in compliance with all RTC and FTA requirements.

## 5.2.3 Experience

*Including a brief description of the major business functions, history and organizational structure of the firm*

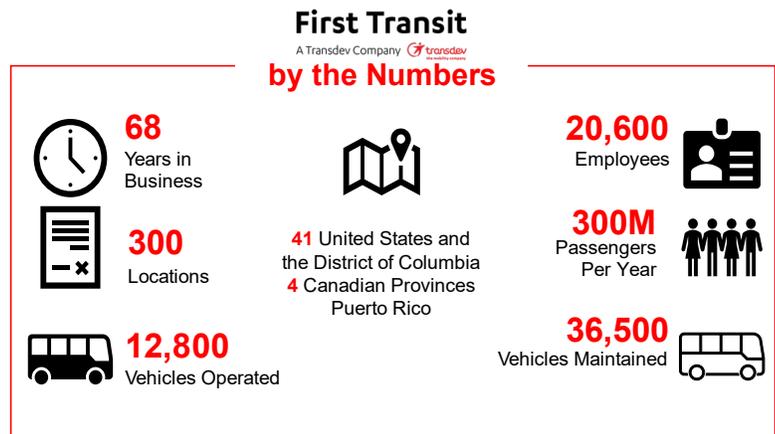
### About First Transit

For 68 years, First Transit has been committed to providing safe, reliable, high-quality mobility solutions that connect people and communities. Today, First Transit has more than 20,000 employees across our transit businesses. We operate and maintain nearly 50,000 vehicles in more than 300 locations in the US and Canada, transporting 300 million passengers annually.

Our expertise lies in providing efficiency, reliability, innovation, safety and customer service for public and private transportation systems. We have hands-on experience with every facet of transportation operations, maintenance and administration. Our expertise includes the following service types and areas of focus:

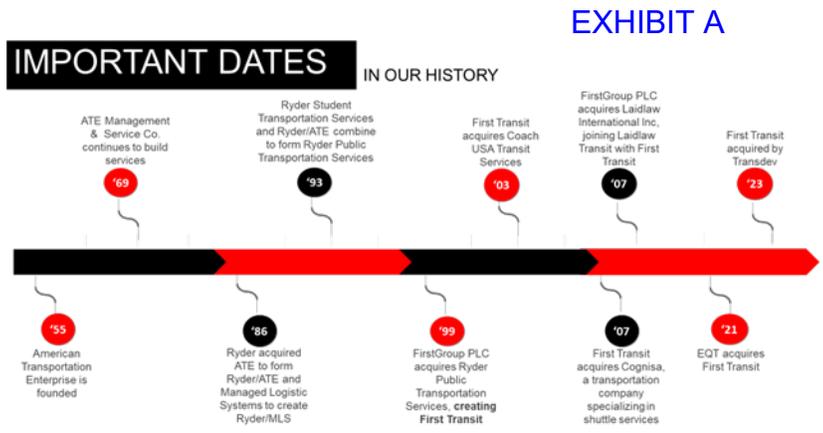
- > ADA paratransit
- > Fixed route services
- > Call centers and brokerage services for human service transportation
- > University and Airport shuttles
- > Microtransit mobility solutions Mobility as a Service (MaaS) solutions
- > Autonomous vehicle operations
- > Maintenance and facilities management

From large urban systems to small rural services, First Transit has solutions for projects of all types, sizes and scopes. We oversee our clients' services under both turnkey and management contracts.



# First Transit's History

First Transit's history begins in 1955 with its founding as American Transportation Enterprises. Over the next four decades, the company changed periodically through a series of acquisitions and mergers. In 1999, the firm was acquired by UK-based company, FirstGroup, plc, and became First Transit. On July 22, 2021, First Transit was procured by EQT, and became independent of FirstGroup. As of March 6, 2023, First Transit was acquired by Transdev. Under Transdev, we will continue to provide safe and reliable transportation service under the terms of our contract with Carson City.



Our company continues to grow primarily through successful contract awards – a result of our reputation of excellence. While our company's name has changed since its founding, **First Transit's commitment to our clients, our passengers, and our staff has remained unchanged.**

## Our Vision and Values

First Transit's Vision: We provide easy and convenient mobility, improving quality of life by connecting people and communities.

As communities across the US face expanding population numbers, transportation agencies are faced with growing demand for passenger transportation and increasing traffic congestion. At the same time, passengers expect a high level of service quality, convenience and reliability. First Transit's clients look to us for creative mobility solutions to address these challenges.



Our vision unites our operations and serves as the guiding philosophy under which First Transit addresses our clients' evolving mobility needs. The transportation services we provide are critical to connecting millions of people to their homes, businesses and other key destinations within their cities and surrounding areas. Our services help to create strong, vibrant, and sustainable local economies – leading to prospering communities. Carson City can be confident we will apply these values to our operation of these services each day.

## What Sets First Transit Apart?

### Proven Performance

Although the sheer number of First Transit's contracts is impressive, we stand apart in our industry with a strong record of performance. We bring the experience, methodologies and resources to every project to assure our clients of a reliable, safe, customer-focused service.

### Innovative Transportation

First Transit keeps customers at the forefront of the transportation industry with innovative technologies, approaches and strategies that bring real value to our clients and passengers.

- Reliable**  
8.9 out of 10  
Clients rated "First Transit focused on on-time performance" in 2022 Customer Satisfaction Survey
- Safe**  
.07  
First Transit is leading the way in safety with a 2022 NTD accident frequency rate of .07
- Customer Focused**  
9 out of 10  
Clients rated "First Transit provides quality service for passengers" in 2022 Customer Satisfaction Survey

Mobility as a Service (MaaS) is rapidly changing the way riders and agencies interact. MaaS platforms unite all available modes of transportation in one user interface, including public transit, microtransit, ridesharing, bike-sharing, and private transit services. This allows passengers to plan and customize their journey with ease. Keeping pace with this industry shift, First Transit has collaborated with technology providers to develop and identify effective MaaS solutions for our clients, including microtransit pilots.

## Awards and Recognitions

First Transit is proud of the many awards and accolades we and our clients have received in recognition of the high-quality transportation services we provide. Highlights of recent honors and achievements include:

- Many of our managers, region and corporate support personnel have been included in the annual “**Top 40 Under 40**” feature by Mass Transit Magazine.
- In 2021, **Forbes** partnered with market research firm, Statista, to survey 50,000 Americans working for businesses with at least 1,000 employees and found First Transit was one of “**America’s Best Large Employers**” at #476, and one of “**America’s Best Employers for Diversity**” at #370.
- Our Vice President of Safety, David Perez, was **named to the National Safety Council’s new task force, SAFER**, with the objective to guide employers through the process of safely resuming operations now and in a post-pandemic environment. SAFER was created in partnership with leading safety organizations, public health professionals and safety-focused private companies, like First Transit.
- First Transit has more than **70 ASE Blue Seal of Excellence Certified Shops**, more than all our competitors combined. We have achieved this prestigious certification for many of our facilities within two years or less after taking over the service.

## Region and Corporate Support

First Transit’s region management team, along with corporate support personnel, will support the JAC operation throughout the contract term, assuring Carson City’s satisfaction with our operation. This team’s diverse qualifications and experience will provide support for our local team across the JAC operation, including the areas of safety, training, administration, accounting, insurance claims management, and human resources.

Corporate and Region Support	
<p><b>Laura Hendricks, President &amp; CEO:</b> Laura is an accomplished senior executive with over 30 years of experience in transit operations and management, business development, supply chain management, financial oversight, culture building, and change management. She has served in leadership roles in several companies with geographically dispersed operations, similar to Transdev.</p>	
<p><b>Susan Sweet, COO:</b> Susan has operational and financial responsibility for our contract locations across the United States. She oversees transit operations, manages regional support teams, and supports fleet and maintenance, performance, safety and security, project management, rail, and non-emergency medical transportation.</p>	
<p><b>Mark Elias, Region Vice President:</b> Mark has nearly 20 years of transit and management experience. His expertise includes budget management, financial analysis, local and federal funding, contract compliance, and project management. Mark will help develop the local management team and will ensure Carson City’s satisfaction with our performance.</p>	

<p><b>Lora Mallory, Senior Region Director of Operations:</b> Lora has more than 20 years of operations support experience. Her core competencies include daily operations, planning, and administrative support for locations. She will work closely with our general manager to help in all facets of the operation.</p>	
<p><b>Maureen Jacobson, Vice President of Finance:</b> Maureen provides management reporting and analyses of all financial and operating data for our Central and Western region locations. Maureen handles all financial reporting and analysis, operational and financial controls, forecasting and budgeting, process efficiencies and overall financial oversight on day-to-day operations for both the region and location levels. She has nearly 30 years of finance experience in the transit industry.</p>	
<p><b>Jerome Rogers, Region Director of Safety:</b> Jerome has more than 25 years of transportation management experience and 15 years of safety and risk management experience. His experience includes risk management investigations, safety trainings, occupational and on-road safety, and environmental safety. Jerome will be the local team’s primary safety support resource for this operation.</p>	
<p><b>Tim Parsons, Region Manager of Safety:</b> Tim has nearly two decades of safety and compliance management experience and holds safety certifications with Alliance Safety Council and Community Transportation Association of America (CTAA). He ensures all First Transit operations follow all applicable DOT, regulatory, compliance, and First Transit policies and procedures, and supports the safety of all operational facilities in the West Region.</p>	
<p><b>Mickey Sidhu, Region Human Resources Director:</b> Mickey has over 18 years of human resources management experience. She has earned a reputation for her ability to work with individuals at all levels and promote open communication between employees, managers, and executives. Mickey will support Carson City with hiring/recruiting, payroll, employee benefits, and employee performance management issues. She is responsible for helping our local teams ensure compliance with all federal, state, and local labor regulations as they manage daily operations.</p>	
<p><b>Derek Fretheim, Director – National Innovation:</b> Derek is an established industry influencer with more than three decades of proven results to his name. Derek’s experience also includes serving in key executive management roles for Mobility as a Service (MaaS) companies. He aligns proposed solutions with the operational need to sustain and improve ridership while increasing service efficiency. Derek assists with incorporating brokerage, advanced payment strategies, customer-facing applications, microtransit and on-demand technologies into our services.</p>	
<p><b>Tina Morch-Pierre, Senior Director of Innovation and Technology Services:</b> Tina more than 25 years of experience in transportation, healthcare, IT, financial and program management. Her experience includes leading strategic initiatives in innovation frameworks, Mobility as a Service (MaaS), fare collection, payment strategies and digital transformation ecosystems. Tina is highly focused on optimizing customer experience through shared mobility opportunities, which includes advancing public and private partnerships, working towards smart cities collaborations and ensuring accessibility and inclusivity for all riders in future developments.</p>	

# Fixed Route and Paratransit Experience

## EXHIBIT A



First Transit is an experienced provider of fixed route and paratransit operations throughout the United States and Puerto Rico. We manage more than 40 systems that are a combination of paratransit

and fixed route services, offering millions of trips on an annual basis in both rural and large metropolitan settings.

First Transit is an accomplished provider of Americans with Disabilities Act (ADA) paratransit services. This includes all reservations, scheduling, dispatching, customer service calls and fare collections. All operators attend an annual ADA training to ensure they follow all requirements and help First Transit provide superior customer service.

We understand Carson City looks to us to use our expertise in both areas to offer a combined fixed route and paratransit service to your community. We leverage our experience with fixed route and paratransit services to provide Carson City with expert management, cost-savings measures and consistently high-quality operations. Our turnkey packages are customized for each client, offering a comprehensive, solution-specific approach.

### 2022 FIRST TRANSIT CUSTOMER SURVEY RESULTS

Overall Satisfaction Rating - Scale of 1 to 10

- Carson City (NV): 10**
- Lorain County (OH): 10
- City of Nashua (NH): 10
- Johnson County (KS): 10
- City of Pasadena (CA): 10
- City of Plymouth (MN): 10
- Eastern Contra Costa Transit (CA): 10
- City of Canby (OR): 10

***“We have enjoyed our partnership with First Transit and will continue to seek out this company for our future contracts.” —Johnson County, KS Customer Survey Results***

We manage the operation of fixed route and paratransit services for many locations. A sample list of customers for whom we provide these valuable services is below: (CONFIDENTIAL)

Customer Name	Customer Since	Fleet Size
Yamhill County (McMinnville, OR)	2012	30
City of Pasadena (Pasadena, CA)	2001	36
City of Fargo (Fargo, ND)	2007	43
SouthWest Transit (Eden Prairie, MN)	1995	59
Johnson County Transit (Olathe, KS)	1991	90
Eastern Contra Costa Transit Authority (Antioch, CA)	1986	93
City of Plymouth (Minneapolis, MN)	1989	115

First Transit prides itself on the continued improvements to our fixed route and paratransit locations. We invest in our clients, our staff and passengers through enhancements in safety, training, customer service, operations efficiencies, employee relations, and customer and contractor relationships. These areas are the foundation to creating a lasting partnership with our clients.

In our 2022 customer survey, our customers gave us an average of 9 out of 10 when asked how likely they were to extend their contract.

## Technology Expertise

Over the past 10 years, public transportation has made significant progress when it comes to the technology being used in the industry. Much of the technology is meant to improve passenger experience and support operations with items such as on-time performance, productivity, safety, fleet management, and other KPI measurements. First Transit recognizes the many benefits technology provides, which is why we have invested in various solutions and retained subject matter experts (SMEs) who work directly with our clients. These SMEs help determine how to best use today's technologies, with a keen eye toward the future. **If there is a better, smarter way to conduct business, we will find it, try it, and share the lessons learned with all our clients.**



## Technology Support

The First Transit Innovation and Operations Support Departments have assembled talented and skilled people in the business **who possess deep industry and technology experience and will assist Carson City. Should Carson City want to evaluate and upgrade their technology in the future, our SMEs will support with advice and implementation. Our technology support comes from a variety of departments that include:**

- **Innovation Department** – The team consists of subject matter experts with operational experience in mobility services, integrated payments, strategic technology initiatives, mobile applications, trip planning, on-demand services, NEMT, dial-a-ride services, and micromobility.
- **Information Technology** – Our IT experts are professionals in both hardware and software verticals, compliance, technology audit, data privacy and security, cloud-based computing, API integration, data warehousing, and data analysis and management.
- **Technology Services** – The team includes experts who have hands-on experience with transitioning technologies, sustaining applications, training, data analysis, report writing, and providing the tools necessary to leverage meaningful technology with suitable features and modules.
- **Operations Support** – The team consists of hands-on technology experts who leverage solutions to support all operations and business intelligence while maintaining contractual requirements on a day-to-day continuity.
- **Fleet Electrification** – We have organized a team whose primary objective is to assist our transit clients' transition from petroleum-based vehicles to electric. We conduct route analysis, develop infrastructure and fleet maintenance plans, and identify other strategic steps required to transition a fleet to fully electric.
- **Legal and Risk Management** – Legal regulations on how data privacy is managed, secured, and protected are changing at an alarming rate. First Transit has a dedicated legal and risk management team whose core responsibility is to monitor statutory and legislative changes at the local, county, state, and federal levels.

## Proposed Technology for Carson City

Our innovation and technology experts have considered Carson City's technology landscape, needs and expectations when selecting technology tools for deployment into our daily operations.

### Maximizing Carson City Provided Tools

First Transit understands the importance of the City's investment in their own technology for the JAC services. We will continue to utilize these tools for optimal efficiency and benefits to the system. Our experience in these tools will continue to ensure the system's successful service delivery.



## Ecolane Experience

## EXHIBIT A

Since Transdev's acquisition of First Transit, we have partnered to become one of the largest providers of Ecolane software in North America. In addition to the Carson City operation, we have used this system in similar operations for more than six years to increase productivity and accuracy and decrease program costs. Because it streamlines our process and reduces human error, we have also significantly reduced complaints when transitioning programs from contractors that used different software.

Including Carson City, we currently use Ecolane in more than 20 First Transit and Transdev locations.

## TransLoc Experience

Key Features of the TransLoc system include:

- Real-time bus arrival information
- Dispatch tools for effective service monitoring
- Passenger count data



In addition to Carson City, First Transit uses TransLoc for fixed route services in several other locations, as well as many other similar AVL/CAD technologies at other systems across North America.

**We understand that Carson City may look at implementing new technology in the future. Our experts, Tina Morch-Pierre and Derek Fretheim will assist Carson City in evaluating technology needs and potential systems to implement for operational efficiency and improvement.**

## First Transit-Provided Tools

The following technology tools will be incorporated into our daily service delivery to supplement Carson City's technology tools to ensure safe, efficient and customer-focused transportation services.

### Geotab Plus



First Transit is pleased to bring the highest level of Geotab technology available to the RTC fleet for advanced AVL and monitoring capabilities. Geotab is an industry leader of fleet telematics devices with more than 1.3 million devices in operation and 3 billion data points collected daily. With many major clients including PepsiCo, UPS, and, of course, First Transit, this rugged device is highly-reliable, cost-effective and extremely versatile.

Geotab offers advanced GPS technology, g-force monitoring, GEOTAB IOX expandability, and engine and battery health assessments. With these features Geotab is so much more than Automatic Vehicle Location (AVL) technology. Geotab can also track battery charge levels and all its reports have the ability of real time notifications so it is known if a battery or fuel level is low while a vehicle is on the road. First Transit also uses data from Geotab to power its Lean initiatives and Qtime reporting capabilities. Geotab is described in more detail in our **Safety and Security Plan in Attachments**.

First Transit uses Geotab in **over 7,000** vehicles.

### DriveCam SF300

DriveCam is an on-board camera audio/video data recording system that records when events happen like accidents, aggressive accelerations, sudden stops, or hard cornering. This event-activated camera captures video footage of the vehicle interior and exterior in the seconds before, during, and after the activating incident, which includes collisions, hard braking or turns, or other G-force-related events. The operator can also activate the camera manually in the event of a passenger incident or active threat. DriveCam is described in more detail in our **Safety and Security Plan in Attachments**.



### Mobileye 360

First Transit proposes the use of Mobileye 360 technology for the RTC fleet. Mobileye is an Advanced Driver Assistance System (ADAS) designed to reduce the probability of



accidents. Mobileye communicates unsafe traffic conditions to operators via an in-vehicle visual and audible alert system. The all-in-one system recognizes cars, trucks, motorcycles, bicycles, pedestrians, lane markings, and speed limit signs.

Mobileye consists of a visual sensor and interior windshield-mounted display. The sensor receives and processes information to provide advance warning of unsafe conditions by triggering the driver display. The display issues real-time visual and audio alerts, which give operators an opportunity to react and correct their behaviors. Mobileye is described in more detail in our **Safety and Security Plan in Attachments**.

### **Management Information Dashboard (Confidential)**

As the use of technology increases across the industry, our operations have more system data available than ever before. However, while myriad systems can be used to collect data, it is how this data is analyzed, displayed, and understood that leads to operational success. First Transit created an internal tool, our proprietary Management Information (MI) Dashboard, to enable our management teams to view and interpret this data in meaningful ways.

The MI Dashboard is a powerful business intelligence tool that collects data from several sources, analyzes that data, and provides visual representations of analytical results. These detailed analyses drive effective decision-making at the local, regional, and senior management levels. Dashboard is described in more detail in **Performance Measurement and Quality Assurance in Attachments**.

## **5.2.4 Technical Capacity**

*Demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP. Also state the Contractor's ability to: Provide, operate, and maintain an efficient and high-quality public transportation service (e.g., fixed route and ADA complementary paratransit).*

## **Operations Plan**

A high-quality paratransit and fixed route service is one that operates safely, efficiently and is performed by employees who are well-trained and focused on the passenger. Throughout our daily operations for Carson City, we will continue to focus on these key objectives to maximize productivity, supply a full complement of customer-focused staff, and incorporate advanced technology that truly benefits service delivery. This, in turn, provides a service that will attract passengers, enhance accessibility and generate repeat ridership. A clearly defined operations plan is critical to consistent, high-quality service delivery that meets the evolving needs of the JAC passengers.

Safety, customer service, efficiency and reliability collectively form the foundation of First Transit's daily operations approach, which achieves the following:

- Assigns roles and responsibilities for service success
- Leverages technology for maximum service efficiency
- Outlines the process of daily operations
- Establishes mitigations for common service challenges

Ultimately, our approach continues to support RTC's goals of maximizing productivity, establishing and retaining customer-focused staff, and incorporate innovative technology that truly provides service delivery with efficiency.

As your incumbent provider, First Transit is very familiar with the service area, RTC's expectations, Carson City community needs, and the operation methods and challenges. We have demonstrated our ability to deliver quality fixed route and paratransit transportation services through our extensive operations plan, described in detail on the following pages.

## **Key Roles and Responsibilities**

In First Transit's more than six decades of experience, and our successful operation for Carson City, the transit services we operate thrive when key components of service quality are at the core of our operations approach. We emphasize how each employee's role impacts service quality and customer service from initial training and throughout our team's employment with First Transit. By

empowering each employee to contribute to our operation’s success, First Transit provides our clients with operations teams who are motivated to provide an outstanding passenger transportation service.

The following table outlines our proposed staff categories and their responsibilities in daily service quality. As shown below, regardless of job title, **every employee is responsible for safety and customer service.**

Roles	Safety	Fitness for Duty	Vehicle Operability	Vehicle Appearance	On-Time Performance	Route Adherence	Customer Service	Service Monitoring	Training	Planning	Trip Scheduling
General Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Safety/Operations Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Dispatchers	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Road Supervisor	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Operators	✓	✓	✓	✓	✓	✓	✓				

First Transit’s operations cycle, described later in this section, details each step of our daily service delivery approach, the primary personnel responsible for its success, and their associated responsibilities.

First Transit has proven expertise and established best practices for using these tools to maximize operational performance. The steps in our daily operations cycle, described in the next section, reflect these best practices. They are also incorporated into our customized training programs to ensure all staff knows how to use the tools we provide appropriately to attain Carson City’s goals for service.

### Daily Operations Cycle

The following sections detail our continued daily service delivery process and how every step achieves Carson City’s objectives for service quality.

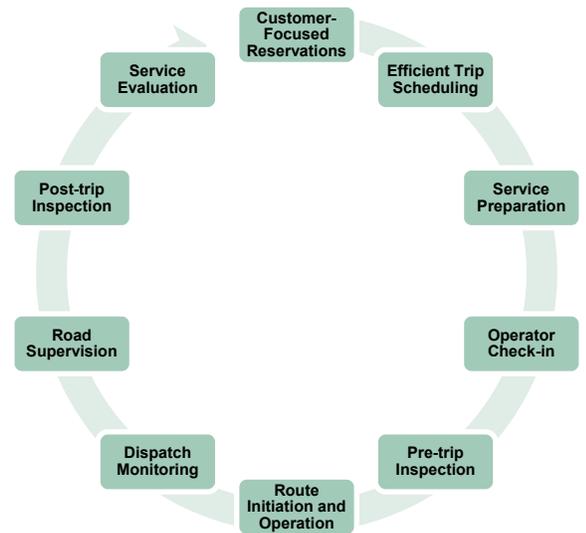
#### Customer-Focused Reservations

Under the direction of our general manager, Dispatchers are responsible for entering all reservation requests received from the eligible passengers, changing or canceling existing reservations in a real-time environment, tracking customer eligibility, and editing customer profiles as needed. These functions will continue to be completed in Ecolane to better streamline the accuracy of the booking process. Dispatchers pay special attention to each booking as it relates to our customer’s experience. Our team is focused on the scheduling trips that provide efficient and on-time service.

First Transit’s general manager reviews their performance for accuracy, compliance, and customer service. He regularly coaches with each dispatcher to review performance progress and areas to improve. The general manager will offer refresher training as needed to support their team members. In addition, he will review all received customer concerns and coach dispatchers as appropriate.

Ecolane streamlines the trip reservation process and allows dispatchers to capture passenger needs for their unplanned or subscription trips. On the Reservation Screen, our Dispatchers capture the following information about the passengers:

- Pick-up and drop-off times and locations (map view available)
- Additional passengers, including an escort, attendant, or other companion



- Trip purpose
- Mobility devices
- Vehicle mode requirements (for example, wheelchair lift)
- Language preferences
- Any notes needed for the Operator

If the passenger has visited the same destination in the past, most of this information autofills to streamline the reservation process. Dispatchers can designate a contact method to send the appointment reminders, including text messaging for imminent arrival notifications. Once a trip is entered, we verify the information with the passenger and schedule a return trip if needed.

### Efficient Trip Scheduling

Once trips are created and confirmed by our office team, they begin the process of organizing, refining the requests, and scheduling for shared-ride services within Ecolane. The general process of scheduling is to use the technology to develop the order of pick-ups and drop-offs as effectively and efficiently as possible, with the best traveler experience possible.

Dispatchers' primary focus is to follow ADA, NCDOT, FTA, and County guidelines for scheduled pick-up, drop-off, ride time, on-time performance, and system productivity. This team's responsibility will be to lead with a vision and scheduling strategy for how scheduling will be handled, determining strategies for all aspects of the scheduling processes and use of the technology, including optimization, subscription management, route bids, group trip management, etc.



**Our scheduling process is focused on assembling next day schedules, reviewing future day schedules, optimizing, scrubbing routes, minimizing circuitous routing, reducing deadhead and slack/idle time, determining day to day route changes to maintain productivity goals,** and making suggestions for permanent changes to the schedules.

### Subscription & Group Trip Management

Ecolane reports find customers who may benefit from subscription trips, due to demonstration of requesting the same trip on regular intervals. Once the trip patterns are identified, Dispatchers will reach out to the riders and discuss the feasibility and benefits of subscription service. **By increasing the subscription base in this manner, First Transit continues to standardize ride patterns, reduce fluctuation of daily resources devoted to creating new demand trips, decrease call volume, and improve customer satisfaction.**

If not effectively managed, group trips may negatively impact service performance. **First Transit uses a variety of practices and strategies to better manage this subset of service and help ensure the best performance.** Large group trips found within the system would be evaluated on the feasibility of transitioning to subscription service. The pick-up and drop-off times for large groups, especially at high-volume locations such as JDT and Going Places, would be staggered to prevent long lapses while boarding and deboarding riders. This methodology prevents a build-up of vehicles where loading zones cannot accommodate many vehicles at once.

To allow adequate time and ensure timely vehicle arrival for a large group trip, temporary and very short "operator breaks" are inserted immediately preceding the groups to discourage last minute add-ons which could negatively affect the timeliness for the entire group. These breaks are removed on the service day, so are only used as placeholders within the schedule. Dispatchers implement these strategies and focus primarily on the management of these group trips, working closely with the dispatchers to help ensure these trips are delivered within performance standards.

### Service Preparation

Our daily operations begin with **extensive preparation one to two weeks before service** to ensure adequate staff coverage for all scheduled trips and the availability of a clean, reliable fleet. The general manager reviews scheduled vacation time and employees out on leave to anticipate coverage needs. This effort also includes maintaining an accurate employee roster, adding new staff, and removing employees who have been terminated or resigned. With this information, he can examine the next two weeks' schedule and address any staffing shortages.

The **final preparation for service delivery begins the night before**. When the last route ends, the dispatchers review the next day's staff schedules to ensure coverage for all routes. They will assign operators to vehicles and routes and prepare all paperwork and/or devices for the operators' use during service. Dispatchers also monitor operator work hours and assign extraboard service as needed to balance operational needs with available personnel resources effectively.

Our operators fuel the fleet at the end of service for the day to ensure vehicles are available for the next day's service. Staff will follow all safety guidance regarding fueling procedures.

The operators also review vehicle cleaning schedules and log. They wash vehicle interiors and exteriors as appropriate to maintain an attractive vehicle appearance. Paratransit operators clean their vehicles and Fleet Clean will clean fixed route vehicles.



## Operator Check-In

The vehicle operator will check-in each day at the facility when reporting for duty. A dispatcher or supervisor will be on-site to conduct a fitness-for-duty check. A fitness-for-duty check ensures our operators are ready to provide safe, professional service for our passengers.

The dispatcher confirms the operator is fit for duty, ensuring they are well rested, not under the influence of drugs or alcohol, doesn't display any symptoms of illness (such as coughing, runny nose, congestion), and is in possession of all requisite licensing and certifications. Operators who are deemed unfit for duty will be sent home and an operator is scheduled to cover the shift. Operators suspected of being under the influence are subjected to a drug and alcohol test.

During check-in, our dispatchers also ensure JAC operators meet Carson City's appearance standards, including wearing uniform provided by First Transit. If the operator is not in the appropriate uniform, if the uniform needs repair or washing, or if the operator falls short of hygiene standards, they will be sent home.



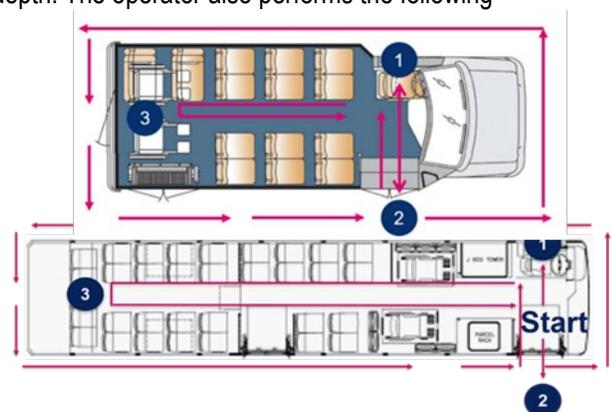
## Pre-Trip Inspections

Pre-trip inspections are a critical component of our on-road safety approach. Pre-trip inspections enable our operators to identify vehicle safety issues before beginning service delivery. This approach minimizes the potential for accidents or in-service vehicle failures, which keeps our passengers and employees safe – our highest priority. Early identification of mechanical issues also reduces costly repairs associated with unscheduled maintenance.

Once operators check in, they walk to the yard to perform a pre-trip inspection on their assigned vehicles. The vehicle operator follows a pre-trip inspection checklist included within our Daily Vehicle Inspection Report (DVIR).

The pre-trip inspection includes a visual inspection of the vehicle, including identifying obvious defects, confirming interior and exterior cleanliness, checking the engine compartment for leaks, and assessing tire tread depth. The operator also performs the following steps:

- Start the vehicle, listening for unusual noises
- Check the dash lights and gauges
- Check headlights, turn signals, four-way flashers, and head sign
- Operate the front and rear doors
- Check the passenger buzzer and stairwell lighting
- Exit vehicle and check exterior lighting
- Check the braking system



- Cycle the wheelchair lift; no vehicle is allowed into service without a functioning wheelchair lift
- The operator also confirms the operability of the tablet and all relevant Ecolane and TransLoc functions

## EXHIBIT A

The inspection checkpoints follow the order of the operator’s progression around the vehicle, which reduces the potential for injury and increases efficiency. If the operator discovers a safety defect, they must immediately contact dispatch for instructions.

Pre-trip inspections must be completed by the operator who is operating the vehicle on that shift. This process is supervised by a member of our road supervision or management team to ensure it is conducted accurately and in a timely fashion. More detail on our DVIR process and an example checklist is included in our **Attachments**.

### Q-Time Report

First Transit’s Q-Time Report, housed in the MI Dashboard, was created to analyze the operator inspection process. Data from Q-Time reports allow us to increase efficiency by streamlining steps within the process, while ensuring consistency and quality. The report combines punch data from the ADP eTime system, used for operator scheduling and timekeeping, with Geotab AVL data, to provide insight on pre-trip and post-trip operator processes. Managers can pull up data points for an individual operator on a specific day or observe averages across multiple months.

This data becomes an operator of Lean processes and continuous improvement at First Transit operations. By observing employee performance and evaluating trends at locations, region and location management can analyze what projects and tasks need to be taken on to eliminate waste and return value. First Transit has begun rolling out the Q-Time Report at our locations nationwide, and our local management teams recognize the value it brings to their operations.

*“My location is utilizing this report to help coach our drivers on proper pre and post-trip procedures. The report allows us to see who is not tagging properly, taking more time than necessary or not enough time to complete a comprehensive inspection, and then work together to improve the behavior.” – David Rosa, First Transit General Manager, Oklahoma City, OK*



### Route Initiation and Operation

As the first and often only in-person point of contact most customers have with Carson City and First Transit, our operators are the face of the service and key to its successful operation. We communicate to operator trainees that our role as a company is to provide safe, courteous, and efficient transportation for each Carson City passenger we carry.

Following the pre-trip inspection, the operator will sign into the TransLoc and/or Ecolane driver interface on the tablet and indicate they are ready to depart the yard. This step initiates the technology system’s tracking of the vehicle while in service. The operator will change the headsign to indicate the route name (for fixed route) and depart the yard. Paratransit operators will sign into their tablet, review their manifest and head to their first destination.

Timely pullout impacts on-time performance from the start of service. **Currently, at Carson City, we have a 97% on-time performance rate.** The safety/operations manager, along with support from the general manager, directly supervises peak pullout from the yard. This includes performing a gate check to ensure vehicles leave the yard on time, have been properly inspected by the operator, and meet First Transit’s and Carson City’s appearance standards. Concurrently, the dispatch team uses Ecolane and TransLoc tools to monitor the timeliness of each vehicle’s departure.



Once they depart the yard, the operators will proceed on the route and approach the first stop at the Transfer Station, downtown Carson City. This is the first and last stop on their route. From the Transfer Station, they will proceed on their route. At each scheduled stop on their manifest, the operator will assist passengers on board as needed. At each stop on the route, the operator will come to a complete stop, open the doors, and collect fares as passengers board. The operator will use the on-board tablet or radio to contact dispatch if delays or other service issues arise.

Vehicle operators are responsible for the safe loading of wheelchairs and assisted devices, strollers and bicycles. Passengers, who use wheelchairs and assistive devices will also be assisted with boarding. Training operators and supervisors in the safe and expeditious boarding, securement, and alighting of passengers who use wheelchairs or other mobility devices helps to reduce time delays and ensures passenger safety.

First Transit will continue to achieve continual improvement of operator performance with thorough training programs, honest feedback, and employee accountability. We consider it extremely important to spend more time with an employee who is facing challenges delivering outstanding performance. Performance concerns may include the following: attendance, passenger complaints, routing/navigation, and safety concerns.

### Dispatch Monitoring

First Transit dispatchers will continue to set the tone for on-route timeliness. They, in concert with the general manager and safety/operations manager, ensure operators are ready for service and meet all credential and compliance requirements (e.g., license, fitness for duty, uniform, paperwork, fares, etc.).

Our dispatch team will continue to focus on essential operations functions. They make accurate, efficient decisions based on ever-changing situations, anticipate potential challenges, and respond accordingly. Their primary responsibility is to ensure vehicles maintain on-time performance through effective operations service monitoring.



Dispatchers use all available communications systems and technologies, as well as geographical knowledge of the service area, in their daily duties. Throughout the service day, dispatchers also:

- **Monitors schedule adherence** in Ecolane and TransLoc to maintain on-time performance
- **Coordinates response to in-service issues**, including accidents and incidents, vehicle breakdowns, traffic delays, detours, relays, and strategic spare assignments
- **Communicates with operators** on the road to assess and resolve service challenges
- **Provides continuous monitoring** and controlling of assigned radio frequencies during all hours
- **Ensures all voice radio communications** pertain to service and adhere to all relevant FCC rules and regulations
- **Notifies passenger** of any potential late pick-ups
- **Reschedules trips and optimizes route slack** from no-shows or late cancellations on day of service
- **Contacts emergency services** as necessary

Dispatch also plays a key role in keeping service moving when the unexpected occurs, including vehicle breakdowns, accidents and incidents. Further detail on the processes surrounding these events is included in our **Safety Attachment**.

### Road Supervision

Road supervision will continue to be a priority to First Transit. The road supervisor and safety/operations manager serve as First Transit's eyes on the road. They monitor operator performance, including on-time pull-out, pre- and post-trip inspections, and respond promptly to service issues, such as delays and accidents/incidents.

Road observations are conducted regularly to promote positive customer service and monitor compliance with First Transit, state, and federal laws for safe vehicle operation. Our service supervision follows First Transit and Carson City requirements to promote a successful operation, safety, and passenger satisfaction.

Our road supervisor and/or safety/operations manager will continue to work closely with dispatch and management to assess operator and service support needs through periodic meetings and continuous communication during the service day. Through their oversight of the service, road supervisors identify specific problems and report or correct the concern as appropriate.

Key areas of oversight while operators are in service include:

- **Contractual and Regulatory Compliance:** Road observation ensures operators follow First Transit, local, State, and Federal laws for safe vehicle operation. All field supervisory personnel are fully trained in all aspects of the JAC service, including rules and regulations, routes, schedules, emergency procedures, safety, ADA requirements, reporting protocols, and other requirements.
- **Customer Service:** Road supervision ensures that vehicle operators follow company policies for good customer service by observing customer service quality and effective and timely loading through ride-a-longs and road observations.
- **Emergencies:** Road supervisors are trained and equipped to respond to emergencies, assist operators where necessary, and assure on-time and safe performance. They provide on-going feedback to management and Carson City regarding ideas for service improvements.
- **Safety Issues:** If an accident/incident occurs, the road supervisor investigates, photographs, and includes their report on the accident to the safety/operations manager. The road supervisor also monitors feedback from DriveCam to ensure operators are developing safe driving habits and not performing any unsafe acts such as cell phone use, which is strictly forbidden during operation.

### Proposed Non-Revenue Vehicle

First Transit intends to utilize Carson City's provided non-revenue vehicle. As an option, we would also be willing to include a First Transit provided non-revenue vehicle. (Non-revenue vehicle cost is not included in pricing.)

### Return to Yard and Post-Trip Inspection

After arrival at the last stop on the route, the operator will confirm no passengers remain on board and proceed to the yard.

Once they return to the yard, operators are required to complete a post-trip inspection. As with the pre-trip inspection, the operator checks the vehicle interior and exterior, using the post-trip checklist on the DVIR. While in route, operators should be aware of any changes in the vehicle's performance and note any problems on the DVIR during the post-trip inspection. The operator signs out of the driver interface on the tablet and returns the tablet, keys, and other materials used in service to the dispatcher.

At this point, the operations cycle is complete, and the operations team begins preparation for the following service day.

### Service Evaluation

After each service day, our local management team, including the general manager and safety/operations manager, will meet to discuss the day's performance. Using the tools and data that we receive through Ecolane and TransLoc, our management staff can identify trends and areas needing improvement to optimize our service delivery. Likewise, successful service trends are also identified and discussed to ensure positive results continue.

Our region support team, led by RVP Mark Elias, will continue to remain in constant communication with the general manager as needed. They also hold weekly calls with their general managers to discuss location performance and the collected data. These calls include managers from throughout the region and allow the opportunity to share best practices and brainstorm ideas to overcome shared challenges with peers. Region support personnel bring their transportation expertise and knowledge to offer suggestions for improvements to reach First Transit's and Carson City goals.

Along with our regional support, our corporate and regional teams will continue to offer assistance to our locations with data-driven decisions to optimize service performance. This support includes Ecolane and TransLoc training, analysis, problem solving, upgrades and optimization throughout the contract.

## Resolving Typical Operational Challenges

## EXHIBIT A

Our detailed operations approach focuses on the provision of safe, reliable service while optimizing productivity. Our approach continues to be built on best practices derived from more than six decades of success in the transportation business. Our experience includes developing solutions to the most common operational challenges experienced in fixed route and paratransit operations, as detailed below.

### Balancing Service Quality and Productivity

Maximizing efficiency while maintaining quality customer services is a balancing act. First Transit knows the costs associated with paratransit services and continues to work diligently to keep productivity of the JAC Assist services high. That is why First Transit has developed best practices in all levels of the operation, from staffing to technology, to ensure efficiency. Recruiting and hiring the right people reduces operator shortages, overtime, and staff turn-over, enabling managers to focus on retaining current employees rather than recruiting and training new ones. The retention of quality employees raises customer service as employees become more familiar with the service provisions and customers enjoy seeing a friendly familiar face.

Dispatchers use best practices when grouping trips and scheduling subscription trips. The trips are scheduled to maximize the daily schedule efficiency to limit passenger ride time and keep productivity up, especially with larger group trips. In addition to system reports, the scheduler may notice patterns in frequent customer trips and suggest their enrollment in subscription trips to ensure realistic schedules and maximize productivity.

### Incorporating Same-Day Schedule Changes

First Transit knows that staying productive and remaining flexible can be difficult. That is why we strive to have the right tools and people in place to adapt to changing schedules. When a customer cancels their planned trip on the day it was scheduled, that alters the productivity for the day. Dispatchers will re-work the assigned manifests using Ecolane to find operators' most efficient new schedules.

Dispatchers contact operators to let them know their manifest has changed. The quickest way to do that is through the tablets. The instant updating of the tablets alerts operators to a manifest change in real-time. Additionally, the dispatchers call out over the radio to the operator to confirm the specifics of what has changed, significantly decreasing the possibility of miscommunication.

### In-Service Vehicle Failures

When a vehicle fails in service, the operator moves the vehicle to a safe location (if possible), turns on the emergency signals, puts up the three emergency triangles, and radios dispatch for instructions.

The dispatcher coordinates support with the road supervisor or management, and they may respond directly to the scene of the breakdown. The road supervisor or manager will respond to the scene and assist the operator with securing the scene and any passengers on board. If it is determined that the vehicle must be towed back to the shop, the dispatcher will coordinate with the operator and manager to determine the best way to restore service. This will typically be a spare vehicle that has been pre-tripped and is delivered by a manager.

### Accidents/Incidents

First Transit's response to in-service incidents and accidents must be swift and well-coordinated. The priority for our response is the safety of our passengers, staff, bystanders, and other road users. Our approach to incident/accident response and notification is described in our **Safety Plan in the Attachments**.

When an incident or accident occurs, our dispatcher will coordinate with the operator and management team to determine a plan to continue the transport of our passengers to their destination; as described in the in-service vehicle failures summary above, this may be a pre-tripped spare vehicle delivered to the scene by a manager.

#### Understanding Root Causes

Understanding the root cause of typical service disruptions is critical to their prevention and resolution. Common causes of service issues are detailed below:

- Signalized intersection delays
- Heavy traffic
- Mechanical delays/breakdowns
- Accidents/incidents
- Operator training issues
- Over-crowded bus trips
- Loading/unloading single stairwell buses

If an accident or incident occurs, the manager or road supervisor investigates, photographs, and includes their report on the accident. The safety/operations manager also reviews feedback from DriveCam units to discern whether unsafe driving led to the accident.

First Transit's unwavering commitment to safety reduces accidents and incidents through the incorporation of our BeSafe Safety Leadership program. **Provided in more detail in our Safety and Security Plan Attachment**, BeSafe brings a proactive approach to safety, reducing potentially unsafe behaviors that can lead to accidents and incidents before problems occur, building safe habits in every level of our operation.

### Pass Ups (Fixed Route)

Pass ups typically occur when an operator drives past someone who is waiting for the bus but is either not visible to the operator or is not close enough to the bus stop for the operator to identify him/her as a waiting passenger. Resolving passenger pass ups will be driven by effective training. Operators will learn to increase their awareness and how to assess whether passengers are waiting for the vehicle.

### Traffic Issues

First Transit's operations team monitors traffic conditions through feedback from operators and observations by the road supervisor in the field and traffic reports in the area. When unexpected traffic delays arise, our dispatchers can plan for a detour or backup service to minimize the impact of the delay on the rest of the operator's route.

Currently, the City sends the First Transit operations team the weekly road report. The general manager or the safety/operations manager will address any needed detours and re-route as necessary. We also report routes that suffer from frequent late buses due to regular traffic congestion to Carson City for review and adjustment.

### Fare Disputes

First Transit operators learn how to handle fare disputes according to Carson City policy in initial training; these policies are reinforced throughout the operator's career through refresher training and monthly safety meetings.

Operators ask passengers for the correct fare, or their payment is verified on the customers' fare app, Token Transit. If it is not initially deposited or verified, they notify dispatch if a dispute arises. At Carson City's direction, the operator will attempt to resolve the issue. Informing the passenger of the fare price and reporting the incident to a dispatcher or manager usually resolves the dispute. If the passenger is still not satisfied, a road supervisor or manager will meet the vehicle and discuss the dispute further with the passenger. Recurring problems from the same passenger may require a directive from Carson City for further action.

### Low Ridership

In the event Carson City chooses to reduce service hours due to cost constraints or lower ridership, First Transit can work with you to determine the feasibility of incorporating supplemental service for off-peak hours. First Transit has worked with several of our clients to implement creative strategies to replace underperforming routes.

### Achieving Operational Goals

First Transit's operations approach is designed to achieve a high-quality service that meets Carson City's and your passengers' expectations. First Transit has thoroughly reviewed Carson City's benchmarks for a successful service as detailed in the RFP. We have detailed our strategy to achieve your goals below.

The following sections detail our approach to achieving seamless service delivery each day. While our operator, road supervisor, dispatch, and safety/operations manager are the primary staff involved in the success of on-road operations, the key players in overall service management are our general manager and safety/operations manager. They work together to analyze service, plan for sufficient service coverage and efficiency, and identify and resolve operational challenges.

#### With First Transit, Carson City has achieved the following operational goals:

- > 97% on-time performance
- > 12 months accident free
- > Reduced customer complaints

## Enhancing Service Reliability

## EXHIBIT A

Carson City's passengers rely on the JAC services to get them to important destinations, and at times life-saving appointments that they would otherwise not be able to get to. At First Transit, we understand the importance of providing reliable, on-time fixed route and paratransit services.

### Operations Meetings

Our general manager will continue to meet with Carson City weekly to review the performance of the operation. During these meetings, they identify areas for improvement and develops a plan to mitigate them. These meetings are critical to the success of the JAC project.

The general manager and safety/operations manager will also continue to meet daily to evaluate pullout performance including operating vehicles, rested operators, and on-time pullout. They compare that day's performance to prior days to guarantee they have enough resources to meet service needs for Carson City.

### Daily Service Checks and Analysis

First Transit will continue to conduct two types of daily quality control checks of vehicles in service: unscheduled observations and scheduled time-point checks. These checks support on-time performance, monitor vehicle cleanliness, and confirm safe driving practices. The road supervisor and safety/operations manager conduct the observations in the field while the dispatcher monitors time-point checks in the office through TransLoc and Ecolane. Both checks work together to achieve superior service delivery.

Operators who fail these observations, or have difficulty delivering on-time service, may be subject to coaching and retraining. Regular time-point checks also help to highlight potential route-timing issues as well as passenger loads.

Further, safety/operations manager and general manager will continue to review radio communication, dispatch logs, and reporting generated by TransLoc and Ecolane daily to determine root causes of significant delays or other service issues.

### Trend Analysis and Forecasting

First Transit's proprietary Management Information (MI) Dashboard, described in our **Performance Measurement and Quality Assurance attachment**, aggregates service data from numerous sources, including Carson City-provided tools, DriveCam, Geotab ProPlus, and others. Our internal tools support detailed analysis of performance trends – including by route, day, operator, and other variables – to enable effective service planning, resource allocation, and resolution of challenges impacting service quality.

### Reducing Late or Missed Trips

First Transit's dispatching staff will continue to perform checks on on-time performance to actively avoid late trips. If a route is behind schedule, those potentially late trips are identified via Ecolane and are rescheduled to other routes to recover performance. Several tools within TransLoc and Ecolane are devoted to assisting the dispatcher in proactively managing service to avoid on-time or productivity hazards. Each technology has specialized reports that allow for service monitoring.

In addition to this proactive approach to managing service, each technology also tracks late, missed trips, and cancellations over a period for trend analysis used in a predictive approach. From this historical data, dispatchers can more accurately account for predicted service fluctuations, and reassign trips to routes as needed.

### Ensuring On-Time Performance

Passenger satisfaction and repeat ridership are contingent upon consistent, on-time, reliable service delivery and we will work to continue to exceed the City's OTP goal. Passengers need to know that they can rely on Carson City to get them to work, appointments, and other responsibilities when they need to be there.

First Transit understands Carson City's objectives for maintaining performance schedules. We will continue to follow Carson City's requirements of the 30-minute arrival window for paratransit services. Once the passenger is picked up, the vehicle will continue along its route. Any schedule change requests must be approved via dispatch and an updated manifest will be created. All trips are recorded to confirm adherence to Carson City's standards.

## Maximizing Productivity of Paratransit Services

## EXHIBIT A

We understand that productivity and efficiency are essential considerations in the delivery of the JAC paratransit and fixed route services. Maximizing productivity is an initiative that results in significant cost savings to Carson City. Our goal is to continue to make sure the Carson City paratransit service is provided as cost-effectively as possible while maintaining high-quality customer service.

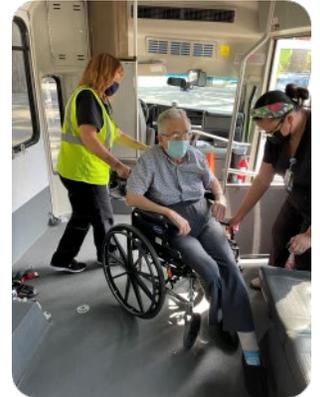
Increasing productivity must include a thorough analysis of current system practices, capabilities, and procedures, as well as an identification of functions that can be optimized and changes that can be implemented to increase system productivity.

## Americans with Disabilities Act Compliance

*Address sensitivity toward persons with special needs (e.g., elderly and persons with disabilities).*

It is our policy to follow the federal Americans with Disabilities Act (ADA) and related state laws. The ADA is a federal anti-discrimination statute designed to remove barriers that prevent qualified individuals with disabilities from enjoying the same opportunities that are available to persons without disabilities.

First Transit not only understands the responsibilities of transit agencies under the ADA, but it has also made the **ADA part of our culture**. When the Americans with Disabilities Act was codified in 1990, First Transit's consultants were at the forefront of developing ADA paratransit plans. We developed and implemented these plans for more than 50 transit systems. Within this effort, we educated – and continue to educate – our employees companywide on the importance of protecting the civil rights of persons with disabilities.



## Sensitivity and Passenger Assistance Training

All First Transit personnel are trained on ADA regulations and guidelines to ensure compliance across all aspects of our operation. Operators are trained in the proper assistance of persons with disabilities and to treat them in a respectful and courteous manner. Operators are familiar with different disabilities and how they impact a person's travel. They may also be requested to receive additional sensitivity training as needed.

We utilize the professional TSI modules for customer service, including specific training on passenger assistance and issues involving the Americans with Disabilities Act (ADA). The goal of the ADA course is to familiarize staff with the legal requirements of the Americans with Disabilities Act and to **create a positive impression of all members of our ridership regardless of physical ability or advanced age**. This course includes an overview of the requirements of the ADA as it applies to public transportation including vehicle operation. Training includes handouts, role-playing exercises, guest lecturers and video presentations. Modules include:

- Disability simulations through extensive role playing
- An overview of the implications of public transportation utilization for those with visual disabilities, hearing disabilities, mobility disabilities, and those without obvious disabilities
- Assistance tips for passengers with disabilities
- Service animals

During these training sessions, First Transit may bring in members of the community we serve to better understand the challenges they face as public transportation riders. Our operators and staff gain a clearer understanding and closer connection to the subject when they understand the perspective of the ridership.

First Transit will conduct mandatory ADA refresher training at least annually for all bus operators. The ADA refresher training, at a minimum, will consist of the following: Classroom ADA sensitivity training session, and one hands-on check to evaluate operator ability in the boarding, securement, and de-boarding of mobility devices.

## ADA Compliance for Our Passengers

The ADA guarantees individuals with disabilities equal access to transportation. As a result, First Transit's operations focus on removing limits on accessibility to transportation for disabled individuals. ADA Title II applies to public transportation services to ensure agencies

do not discriminate against individuals with disabilities. First Transit closely follows all ADA regulations and guidelines, such as offering disability access in new vehicles and making proper repairs to buses, so they are handicap accessible.

## Vehicle Requirements

The ADA's Title III provision requires private transportation businesses to provide readily accessible vehicles for individuals with disabilities. In complying with the ADA's requirements, First Transit follows the U.S. Department of Transportation's minimum guidelines for accessibility on public transit vehicles. At minimum, First Transit's ADA compliant vehicles include: platform barriers to prevent wheelchairs from rolling off, strong and large handrails, vehicle ramps or bridge plates, lift equipment to load wheelchairs, priority seating for the disabled, proper and clear doorways and pathways in subways, and proper lighting on ramps and doorways. Operators will test the lift or ramp during the pre-trip inspection. ALL breakdowns of accessibility equipment will be reported immediately to dispatch. Operators will follow the instructions received upon providing such a report. A vehicle with an inoperable lift or ramp will be removed from service as soon as possible—no later than the next service day—and not returned to service until repaired.

## Mobility Device Transport and Securement

All mobility aids will be transported and properly secured. A mobility aid is any class of three- or four-wheeled device that is used by individuals with mobility impairment. It may be powered or operated manually.

Operators will properly secure all mobility aids, using their best judgment to determine the right number of securement points. Passengers using mobility devices will not be denied service based on safety or liability concerns if they refuse to wear the lap or shoulder harness, or if the mobility device cannot be completely secured due to the design of the device or difficulty with the securement system. A passenger may not be refused service based on an inoperable securement system. If the device is not used, it should remain out of the aisle and movement of the passengers. Lap belts and shoulder harnesses will be offered for the safety of the passengers but are not required.

Passengers using mobility devices may transfer to a seat if one is available. Passengers using mobility devices are not required to move to a seat due to securement difficulties that raise safety concerns. Passengers requesting to ride in a specific securement area shall be secured in the area of their choice if unoccupied by a passenger using a mobility device. Reasonable efforts will be made to transport persons in oversized mobility aids; however, this cannot be guaranteed and suggestions for alternative transportation shall be provided upon request. This function will be provided by a road supervisor in a vehicle that is mobility equipped.

Additionally, First Transit follows ADA, Federal Transit Administration, and Carson City requirements regarding these subjects:

- Personal care attendants (PCAs)
- Service Animals
- Portable Oxygen/Respirator Equipment
- Stop Announcements
- Route Announcements
- Passenger Notifications
- Rescue Policy

## Operations Transparency

*Establish and maintain excellent working relationship with client agency.*

In our relationship with customers, First Transit is committed to full and prompt reporting of all relevant information about operations, labor issues, performance metrics, response to complaints, service, and delivery. In partnership with Carson City, First Transit will continue to manage all services with complete transparency. We will continue to make information available to Carson City as requested and work together to see the transit system grow and strengthen. We will continue to develop an annual agenda of goals and objectives to address Carson City's priorities and to report progress in achieving those goals.

We understand that Carson City wishes to administer and provide oversight to this contract, and we will continue to do everything in our power to facilitate successful service to you. Our reporting and quality control procedures, including the City-provided tools and our proprietary Dashboard system, equip First Transit and Carson City with the information needed to successfully monitor this contract, celebrate our successes, and create plans for areas of improvement.

Frequent and regular communications with customers on both a formal and informal basis is fundamental to First Transit's business philosophy. Our General Manager, Michael Peoples, will continue weekly operations meetings with Carson City staff to give updates, discuss concerns, and plan continued success. First Transit will continue to provide a monthly operation report, offering basic information on key metrics such as ridership, miles of service, service reliability, fare revenue, and passenger complaints. We will also continue to provide our service report that includes our safety solution teams' minutes, cleaning reports, accident reports, safety events and drug and alcohol issues. We fully support Carson City's service initiatives and strive to exceed your standards for key performance indicators daily. First Transit will work with Carson City staff to refine performance information and reports in a format you need to meet both the Carson City and DOT needs.

## Meeting FTA Requirements

*Meet urban public transit requirements associated with Federal Transit Administration (FTA).*

Like Carson City, many First Transit contracts involve the operation and/or management of public transportation systems receiving federal funding. These projects are subject to Federal Transit Administration (FTA) reporting requirements, which included Uniform System of Accounts requirements and National Transit Database (NTD) reporting. For these contracts, First Transit gathers and maintains information in compliance with the Uniform System of Account and submits the information to our clients to enable submittal of NTD reports to the FTA along with the other required reporting areas.

First Transit's involvement in Federal Transit Administration Funding encompasses many transit systems, receiving grants including:

- Section 5303 – Metropolitan Planning
- Section 5307 – Urbanized Area Formula Program
- Section 5309 – Major Capital Investments
- Section 5310 – Transportation for Elderly Person and Persons with Disabilities
- Section 5311 – Formula Grants for Other than Urbanized Areas
- Section 5316 – Job Access Reverse Commute
- ARRA – American Recovery & Reinvestment Act
- TIGER – Transportation Investment Generating Economic Recovery

Transit systems contracted to First Transit also participate in funding programs specific to the state in which they operate. We have experience in working with state funded grants and can help Carson City navigate this process.

## FTA Oversight and Compliance

First Transit understands the need for Carson City to provide oversight contractors providing service on a continual basis. This consists of daily, weekly, monthly, and annual information provided by First Transit combined with direct inspection of records and assets by Carson City.

### FTA Reporting

First Transit has a vast understanding of the Federal Transit Administration (FTA) requirements as they pertain to transit administration and operations. Our reporting processes and procedures are continually reviewed to monitor our consistency with current FTA reporting standards. By meeting all FTA requirements, you will be assured that full funding is available to you. These reporting requirements include:

- Buildings and Equipment
- Safety and Security
- Procurement
- Drug and Alcohol Testing Requirements
- Accident and Incident Reporting
- Compliment and Complaint Reporting
- Financial Records and Accounting Reporting
- Reporting of Miles, Hours, and Passengers
- EEO, DBE, Title VI Requirements

First Transit will provide Carson City regular reports that detail the above activities and compare them to the required activities. In addition, the reports will 'roll up' into annual reports. First Transit will also add customized reporting requirements to the list above, as requested by the Carson City and FTA.

First Transit's FTA reporting oversight is only partially met by the review of data and reports. We will proactively work with Carson City for periodic hands-on reviews of the records, assets, processes, and other items that go into the development of data. First Transit will work closely with Carson City to facilitate this direct oversight.

Carson City will be fully supported in all FTA, state, and local reporting requirements and during all reviews. We also have the expertise to prepare National Transit Database reports, as well as provide data for FTA Triennial Review, Drug and Alcohol Reviews, Procurement Reviews, and Financial Management Oversight Reviews.

## 5.2.5 Key Personnel

### Local Management Team

Our management team brings proven knowledge of the transit industry, experience leading successful organizations, and the energy and passion for delivering efficient operations. In the spirit of a true partnership a representative from the management team will always be on call to respond to Carson City concerns or emergencies, ensuring proactive and responsive service 24 hours a day. We have included resumes for our key personnel as an **Attachment**.

#### Michael Peoples, General Manager

Michael has four years of transportation experience including three years of experience in supervision or management of First Transit operations. Michael has been with the operation since 2022 and was mentored by our previous GM, Michael Jacobs. Under Michael Jacob's mentorship, Michael Peoples has grown in his career from starting as a paratransit operator, to operations supervisor, to assistant general manager, and into the general manager role. His growth, leadership experience, and knowledge of transit operations makes him an excellent leader and asset to Carson City.



In his previous experience as general manager with First Transit, Michael oversaw our Portland, Oregon location where he managed more than 20 operators, six supervisors and 12 vehicles over two contracts. In Michael's previous experience before transportation, he served as an emergency department technician facilitating life-saving care to others. His background in emergency medicine, volunteer firefighting, and transportation services exemplifies his commitment to the community.

Michael will perform all on-site management duties on your behalf, and with complete decision-making authority on the operation of transit services. He will not be assigned partial responsibility for any other transportation operation while serving in the capacity of General Manager.

***"I appreciate the opportunity to serve as General Manager for Carson City. I will continue to work to see that we exceed the City's objectives and passenger expectations." –Michael Peoples, General Manager***

#### Mark Mejia, Safety/Operations Manager

Mark began his career in the transportation industry with First Transit in 2017 as an operator. After 3 years, he was promoted to supervisor, and he monitored operator behavior, on-time performance, investigated accidents and complaints, and trained operators as needed. Mark became the safety/operations manager for Carson City in 2022 and has ensured and fostered a safe environment and operations for passengers and staff.



In Mark's previous experience, he served the United States Army as a combat medic specialist for nearly ten years. He provided emergency medical care as a first responder and in triage, along with training other soldiers in lifesaving procedures. Mark's experience and background demonstrate his commitment to safety for Carson City and the members of the community.

*"I have come to find myself being on the frontline of giving. I believe my time and attention is best served to those who deserve it and who better to give it to than those who need Safety training." –Mark Mejia, Safety/Operations Manager*

## Michael Jacobs, Previous General Manager

Michael Jacobs has ten years transportation industry experience including seven years in supervisory or management roles. Michael has served as general Manager for Carson City since 2020, and under his leadership, Carson City has made great progress in on-time performance, safety, and efficiency.



Michael continues to grow his career with First Transit, recently transitioning into another general manager position. He will continue to be available throughout the transition, and ongoing throughout the new contract, as a resource for our local team. He has mentored and trained Michael Peoples to excel as general manager for Carson City. Although he is no longer on site at the location, he will continue to support Michael Peoples in his general manager role, providing advice as needed and serving as a mentor.

## Staffing Chart

The chart below outlines our anticipated staffing levels for the new contract, based on our unique understanding of this operation, your goals, and the information provided in this RFP. First Transit will continue to provide sufficient personnel during all hours of operation.

Position	Staffing
General Manager	1 FT
Safety/Operations Manager	1 FT
Road Supervisor	1 PT
Dispatcher	2 FT
Operators	19 (12 FT, 7 PT)

Upon contract award, we will continue to monitor staffing levels and employee development to make adjustments as necessary to ensure optimal contract performance.

## Proposed Increased Wages

First Transit has completed a comprehensive wage survey to ensure the wages we propose are sufficient to attract, hire and retain safe, customer-focused personnel for Carson City. We have proposed a substantial wage increase for both operators and dispatchers in the most recent CBA proposal to the union. At the time of this proposal, we are in the final stages of union negotiation, so specifics are not yet available. But wages are being increased for all employees, with a progressive wage scale throughout all years of our proposal. We believe our wages as proposed, and hopefully soon to be finalized by CBA negotiations, will allow for us to hire and retain high quality operators and staff throughout the entire contract term.

## 5.2.6 References and Client List

*At least three (3) reference contacts on similar projects, and a list of all clients for the last five years.*

Below, First Transit offers the following references of operations similar in size and/or scope to the Carson City services. In addition to the high level of service we provide Carson City, please feel free to reach out to these clients to learn more about the service provided by First Transit at their operations.



## References *(Confidential)*

### City of Canby, OR

First Transit was chosen as a new provider to operate the City of Canby’s combined fixed and commuter route and demand response service (including both paratransit and general public Dial-a-Ride) in 2021. The contract also includes operation of a future city circulator fixed route to run throughout the City and connect with various services and employment. We handle call center activities, including scheduling and dispatch, and provide service delivery using the City’s 15-vehicle fleet.

Even with the challenges presented by the COVID-19 pandemic, First Transit succeeded in a successful transition and start-up of Canby’s services in 2021. Handled with the greatest level of care, the only noticeable change to riders was an improvement in service. The client benefited from the support of the First Transit West region management team and corporate team who were on-site at key points during the transition to support local management, offer technical assistance, resolve challenges, and move the project forward.

**“Great leadership team here in Canby.” —City of Canby Customer Feedback City of Canby, OR**

City of Canby, OR			
Customer Since	2021	Fleet Size	15
Contact	Todd Wood, Transit Director 971.291.5401 woodt@cabyoregon.gov		

### Redwood Coast Transit Authority, Crescent City, CA



First Transit has been providing fixed route and ADA paratransit services for the Redwood Coast Transit Authority (RCTA) since 2003. First Transit and RCTA partner to provide safe transportation for Crescent City and other surrounding rural destination sites along the California coast, such as parks, golf courses, harbors and “trees of mystery.” With nearly 30 employees and a fleet of 14 vehicles, we have cultivated a strong relationship with RCTA and the surrounding communities.

We have seen much success throughout our partnership, such as raising operator wages and strengthening recruitment initiatives, CTS Dar software implementation, and strategic shared resources during COVID-19 challenges.

**“Excellent job here. First has brought corporate resources to remote Crescent City repeatedly to keep us making pull-out.” — Redwood Coast Transit Authority Customer Feedback**

Redwood Coast Transit Authority, CA			
Customer Since	2003	Fleet Size	14
Contact	Joe Rye, Transit Manager 559.734.2646 tmtpc consulting@gmail.com		

## Merced County, CA

EXHIBIT A

First Transit partnered with Transit Joint Powers Authority for Merced County in 2020, to provide fixed route and paratransit services for the region of Merced, CA. Although we transitioned operations amidst a pandemic, we were able to deliver the community of Merced a seamless transition without service disruption.



Currently, we provide transportation for nearly 1 million passengers per year with 15 fixed routes and two deviated fixed routes throughout the community and provide ADA paratransit service for qualifying individuals. Because of our successful partnership and growth, in May 2021, we expanded our service to offer microtransit services through RideCo. We offer on-demand transportation for an area of more than 300 square miles of the west side of Merced County. The expansion into more service areas is already being planned.

***“Everyone is great to work with. Professional and kind.” —Merced County Customer Survey Feedback***

Merced County, CA			
Customer Since	2020	Fleet Size	73
Contact	Christine Chavez, Transit Manager 209.355.5313 Christine.chavez@mercedthebus.com		

## Spokane Transit Authority, Spokane, WA

First Transit partnered with Spokane Transit Authority (STA) in January 2020 to begin providing paratransit services for the community of Spokane, WA. After we began operations in Spokane, the Covid-19 pandemic affected operations across the nation. Despite this hardship, we have improved service and continued to climb toward pre-pandemic numbers.



Throughout this successful partnership, we have implemented new technology to improve operations. We use First Analytics reporting software to assist with STA with analyzing their operations, and Geotab with NFC readers for all operators to maintain optimal on-time performance. Although we initially reduced operators, we have continued to cover established routes and began to cover additional routes during prime service times.

***“The local management team is experienced, accessible, and responsive. [They] understand the service and are working hard to meet our needs.” —Spokane Transit Authority Customer Feedback***

Spokane Transit Authority, WA			
Customer Since	2020	Fleet Size	54
Contact	Janet Stowe, Director of Finance and Administration 509.325.6000 jstowe@spokanetransit.com		

The required five-year client list has been included in our **Attachments**.

## 5.2.7 Financials

*Copy of the most recently completed financial audit, and identify the legal status of the firm.*

A financially stable operator is necessary to provide sustainable, safe, reliable transport services that meet the community's needs. Carson City can be assured First Transit is a financially stable corporation and has the capacity to support the RTC operation throughout the life of the contract term.

First Transit's key characteristics for financial stability are as follows:

- A market leader in a \$30bn U.S. transit marketplace, of which approximately 30% is outsourced
- Established credentials and proven track record in successful transit service in nearly every existing transit mode, including fixed route, paratransit, demand response, shuttle, university, call center, electric bicycles, mobility as a service (MaaS), and automated vehicles
- More than 300 transit contracts across core business segments

Our financial strength and stability enable us to stand behind the commitments made to the County in our proposal and create lasting value to your stakeholders.

## Transdev Acquisition

As of March 6, 2023, First Transit was acquired by Transdev. This **agreement combines the complementary strengths of two highly reputable organizations** into a comprehensive provider of mobility and maintenance services in North America. The passenger transportation industry is transforming rapidly, with new technology and continued emphasis on sustainability that will improve mobility in the communities we serve and beyond. You can continue to count on us for our operational expertise, which allows us to help you prepare and recruit the future workforce and implement solutions that attract ridership. **Joining with Transdev North America positions us to build upon our shared values to provide safe, reliable, and innovative mobility and maintenance services. The completion of our sale is a further indication of our financial stability.**

## Evidence of Our Financial Capacity

Included in our **Attachments** are our most recent audited financial statements for First Transit. There are no stand-alone audited financial statements for First Transit as it was a wholly owned subsidiary of FirstGroup, our previous parent company, and included as part of the FirstGroup America annual audit. These financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP.

## 5.2.8 Legal

*State if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.*

## Litigation

First Transit has participated in litigation at a rate consistent with similarly situated companies. It is routine to engage in legal matters that have no bearing on our ability to fulfill new or existing contracts. Most of our litigation is minor in nature and is handled almost exclusively by our insurance carrier. Examples of such litigation include minor personal injury claims and routine worker's compensation claims. To the extent that the Carson City is interested in the details of specific litigation or claims, we will make

arrangements for the Carson City council to discuss appropriate information with our counsel, subject to applicable confidentiality requirements.

## Contract Defaults

First Transit is a national provider of transportation services with more than 300 contracted clients. To the best of our knowledge, we have never failed to complete a contract because of default, debarment, disqualification or any other similar situation. There may have been rare occasions when contracts were terminated for convenience due to authority funding issues, the authority taking the work in house, or similar circumstances.

### 5.2.9 Accident Claims

*Past three years of closed/resolved accident claims paid out as part of any transportation service operated by the firm in the state of Nevada. A summary shall also be provided of the number of annual claims paid out as part of any transportation service operated by the firm. Additionally, a summary of each claim paid out over the past three years in excess of \$100,000 as part of any transportation service operated by the firm shall be provided.*

The required accident claims and summaries have been included in our **Attachments**.

### 5.2.10 Required Submissions

The required submissions have been included in our **Attachments**.

### 5.2.11 Service Transition Plan

## Plan to Transition into the New Contract Term

As Carson City's current provider, retaining First Transit for another contract term will eliminate a costly and cumbersome startup process. This ensures a truly seamless transition into the next contract term, ensuring your passengers experience no negative impacts to service quality and continuity.

To ensure a smooth transition into the next contract, General Manager Michael Peoples and RVP Mark Elias will meet with Carson City to:

- Review existing policies and procedures for updates that must be implemented prior to the next contract term
- Finalize a schedule and key milestones for implementing new initiatives comprised within this proposal
- Schedule audits to confirm service efficiency and quality
- Determine any other tasks that must be completed, along with roles and responsibilities, timelines, and milestones
- Set goals and objectives for continuous improvement in the next contract term

We will also establish a schedule for regular meetings to check progress and resolve any issues and concerns throughout the transition period. As a successful operator of these services since 2020, First Transit does not foresee any concerns related to the continuation of our work with Carson City.

Based upon the information provided in the RFP, as well as our unique understanding of the JAC service, we have included a schedule for the transition to the new contract.

Sample Carson City Mobilization Schedule	12 July 2023	14 July 2023	21 July 2023	28 July 2023	12 July 2023	4 August 2023	11 August 2023	18 August 2023	25 August 2023	1 September 2023
<b>Contractual</b>										
Contract Award (July 12, 2023)	✓									
Notice to Proceed (August 1, 2023)				✓						
Contract negotiations		✓	✓							
Finalize & sign contract				✓						
Review plan, contact requirement & expectations										
Communication with Carson City	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<b>Recruiting &amp; Staffing</b>										
General manager on-site	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Safety/operations manager on-site	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Road supervisor on-site	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Dispatcher on-site	✓	✓	✓	✓	✓	✓	✓	✓	✓	
New staff & operator orientation (ongoing)	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Regional support team on-site, as needed	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<b>Training &amp; Course Development</b>										
Review training plan & materials						✓	✓	✓		
Review policy manuals & employee handbook						✓	✓	✓		
<b>Operations &amp; administrative procedures</b>										
Review operating procedure & policies							✓	✓	✓	
Review performance standards							✓	✓	✓	
Review goals & objectives							✓	✓	✓	
<b>Vehicles &amp; technology</b>										
Install new DriveCam								✓	✓	
Install Mobileye							✓	✓	✓	
<b>Service Start</b>										

If awarded a contract for another term, First Transit will create a detailed transition plan in coordination with Carson City.

### 5.2.12 Price Proposal

The Price Proposal has been uploaded separately as requested.

### 5.2.13 Certifications & Required Forms

The Required Certifications and Forms have been uploaded separately as requested.

## Attachments



# First Transit

A Transdev Company  **transdev**  
the mobility company

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Michael Peoples

Mark Mejia

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Letter of Insurability

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Drug & Alcohol Testing Policy & Procedures

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**Vehicle Cleaning Procedures & Checklist Form**

**Vehicle Cleaning Procedures & Checklist Form**



# Resumes

**MICHAEL PEOPLES****General Manager****Professional Experience****First Transit, Carson City JAC / JAC Assist****2023 – Present General Manager – Carson City, NV**

- › Collaborates with the Region Vice President and the City to foster the company-client relationship to achieve mutual goals
- › Manages operators and supervisor, and ensures high-quality fixed route and ADA paratransit services
- › Maintains drug and alcohol files and testing logs, OHSA logs, accident files, billing files and backup logs
- › Attends and participates in weekly client meetings to review performance and update routing, scheduling, and staffing matrix
- › Set standards and completes the hiring, training, and performance reviews of all employees
- › Ensures compliance of local, state, and federal laws and regulation (EPA, OSHA, DOT, ADA, and EEOC)
- › Assures a safe working environment and promote BeSafe initiatives to all staff
- › Prepares and sends client, corporate, and contractual reporting requirements

**First Transit, Portland E Bike / WAV****2022 – 2022 General Manager – Portland, OR**

- › Managed 24 operators and six supervisors over two contracts
- › Maintained 1200 E Bikes and 12 revenue vehicles to client expectations
- › Handled all contractual services to include administrative functions, information systems, parts purchasing, and inventory control
- › Managed maintenance logs, drug and alcohol files and testing logs, OHSA logs, accident files, billing files and backup logs
- › Attended weekly client meetings to review performance and update routing, scheduling, and staffing requirements
- › Hired, trained, and evaluated performance of all employees
- › Provided a safe working environment for all staff and promoted effective communication

**2022 – 2022 Assistant General Manager**

- › Managed 24 drivers over two contracts, maintaining company and client confidential records
- › Coordinated dispatching, in service monitoring and all activities involved in daily operations
- › Worked with the maintenance manager to ensure that vehicles dispatched are in proper working conditions
- › Managed safety operations to comply with federal, state and company standards
- › Coordinated hiring, recruitment and training with the safety manager
- › Assisted in developing procedure manuals for dispatchers, road Supervisors, operators and service personnel

**2020 – 2022 Operations Supervisor**

- › Supervised 15 technicians servicing the Portland E-bike share program

- › Recharged and replaced battery packs, troubleshot issues, balanced the fleet of 1000+ e-bikes, recovered lost/stolen property
- › Maintained company and client confidential records
- › Directed dispatch, operators, and other staff to achieve efficient operational goals

#### **2019 – 2020 Paratransit Operator**

- › Provided ADA door-to-door paratransit service to and from their destinations safely
- › Operated 26-foot cab over chassis vehicles equipped with a lift
- › Transported passengers with disabilities of all types to their chosen destination with professionalism, safety, and excellent customer service

#### **Medical Transportation Management**

##### **2019 – 2021 Mobility Assessment Evaluator – Portland, OR**

- › Completed annual compliance training
- › Awarded "High-Five" points for exceeding MTM Core Values
- › Conducted paratransit eligibility in-depth interviews and functional assessments to determine an applicant's individual ability to access and safely navigate the fixed-route system independently
- › Completed mock fixed-route assessments of an applicant's individual ability to board, maneuver into the securement area, ride, and disembark safely
- › Provided in-the-moment travel training and additional resources to applicants, with a no-wrong-door approach

#### **Providence Medical Center**

##### **2014 – 2019 Emergency Department Technician – Portland, OR**

- › Awarded Employee of the Month
- › Awarded Annual Spirit of Emilie Mission Inspiration Award
- › Awarded Physicians' Mission Medal
- › Coordinated emergency patient care with accuracy and efficiency
- › Served as an integral part of the code team, performing CPR and other tasks as directed by the physician
- › Provided wound care, splinting, vital signs, procedures preparations, performed EKGs, blood draws, and obtained specimens
- › Performed preventive maintenance on emergency equipment
- › Assisted with patient and family education

#### **Education & Certifications**

- |  |                                  |
|--|----------------------------------|
| › Mt. Hood Community College                               | › Bloodborne Pathogens Awareness |
| › BeSafe leadership training                               | › EKG                            |
| › EMT – Basic Training                                     | › HAZMAT                         |
| › Basic Life Support for Healthcare Providers<br>CPR & AED | › Epic Operating System          |

## MARK MEJIA

Safety and Operations Manager

### Professional Experience

#### First Transit, Carson City JAC

2022 – Present, Safety and Operations Manager – Carson City, NV

- › Oversee all safety and training of the transit operation
- › Implement and manage employee safety awards program and employee of the month
- › Respond to and investigate accidents/incidents to include taking photos of accident/incident scene, interviewing involved parties, and assisting with police reports in a timely manner
- › Formulate and enforce general safety policies, procedures, and practices for company personnel in compliance with federal, state, local and company safety rules and regulations
- › Ensure that all reporting and risk management tools are up-to-date and always correct
- › Select, hire, and train qualified candidates for employment as necessary
- › Maintain confidentiality of all information
- › Make recommendations to the general manager for proactive compliance with OSHA, EPA, DOT and other federal, state, local and company regulations, and provides support in implementing the approved recommendations
- › Conduct periodic, routine, scheduled and comprehensive inspections of facilities, grounds and equipment to identify any potential safety problems, and works with appropriate personnel to ensure corrective action is activated if and when applicable
- › Confirm reporting is thoroughly completed in a timely manner
- › Coordinate employee return to work procedures with claims, subrogation specialist and HR
- › Track, compile and analyze performance, handle interdepartmental issues, resolve employee issues and grievances, and improve processes and route scheduling
- › Operate a vehicle in revenue service as needed

#### First Transit, City of Visalia, CA

2020 – 2022, Supervisor

- › Investigated accidents, incidents, disputes, and disturbances as assigned, in accordance with policy, and in conjunction with involved authorities
- › Monitored and coached operators' performance and behavior: modeled passenger interaction skills, checked and instructed periodically on proper revenue, transferred farebox data collection, and recommended training or retraining, as appropriate to ensure compliance with safety policies
- › Completed reports regarding service disruptions, security incidents and operator performance/behavior in accordance with policies and procedures, and assisted operators in filing of reports as needed
- › Assisted in the processing and follow-up of customer service complaints and requests
- › Assessed the ability of operators to continue in service when investigating accidents, incidents, and potential substance abuse problems
- › Coordinated problem resolution among operators, management, passengers, and the public

- › Performed special events and weather emergencies to minimize service disruption for the community
- › Demonstrated lead dispatcher role in case of emergency situations
- › Trained on attendance policy, union contract, First Transit Employee Handbook, and DOT rules and regulations
- › Scheduled time checks as assigned by the operations manager on daily basis and as presented by the client agency, ensuring 100% completion
- › Monitored on-time performance and made recommendations for improvement
- › Ensured that all non-revenue, non-maintenance vehicles were always clean and well maintained according to manufactured recommendations
- › Coordinated operator ride checks
- › Oversaw morning and afternoon operator pull-outs in the yard for timeliness

## **2017 – 2020, Operator – City of Visalia, CA**

- › Operated different vehicles in a safe, courteous, and reliable manner to provide fixed route and paratransit services for the City of Visalia
- › Performed pre and post-trip vehicle inspections
- › Stopped at designated points to safely load and/or unload passengers
- › Assisted in the boarding of passengers using wheelchairs or other mobility aids and is required to properly secure wheelchairs and scooters
- › Notified dispatch of deviations, overload, accidents, passenger incidents, medical/behavioral problems, or bus mechanical/electrical trouble as needed
- › Collected fares into the fare box
- › Advised passengers of rules and regulations when necessary
- › Completed and submitted written reports concerning passengers and all accidents
- › Operated on-board computer fare boxes and destination signs

## **United States Army**

### **2005 – 2013, Combat Medic Specialist – National & International**

- › Administered emergency medical care in the field in both combat and humanitarian situations
- › Served as a first responder and triage illnesses and injuries to save lives
- › Trained other soldiers in lifesaving first responder courses

## **Certifications**

- › BeSafe Leadership training
- › Reasonable suspicion training



# Financial Audit

**CONFIDENTIAL**



# Client List

**CONFIDENTIAL**



# Accident Claims

## First Transit Accident Claims

*Past three years of closed/resolved accident claims paid out as part of any transportation service operated by the firm in the state of Nevada. A summary shall also be provided of the number of annual claims paid out as part of any transportation service operated by the firm. Additionally, a summary of each claim paid out over the past three years in excess of \$100,000 as part of any transportation service operated by the firm shall be provided.*

Below are our closed/resolved accident claims paid out and summaries requested. The date range of our fiscal years is as follows:

Fiscal Years	Date Range
2020/21	7/1/2020 – 6/30/2021
2021/22	7/1/2021 – 6/30/2022
2022/23	7/1/2022 – 5/31/2023

### First Transit Closed claims in Nevada for past 3 years

Fiscal Years	Claim Count
2020/21	36
2021/22	49
2022/23	36
<b>Total</b>	<b>121</b>

### First Transit Closed Claims Paid for past 3 years

Fiscal Years	Claim Count	Sum Paid
2020/21	4,718	\$85,800,428.63
2021/22	4,686	\$109,940,148.61
2022/23	4,632	\$119,443,031.41
<b>Total</b>	<b>14,036</b>	<b>\$315,183,608.65</b>

### First Transit Closed Claims exceeding \$100,000 paid for past 3 years

Fiscal Years	Claim Count	Sum Paid
2020/21	169	\$58,693,794.25
2021/22	168	\$83,296,879.60
2022/23	249	\$85,942,946.61
<b>Total</b>	<b>586</b>	<b>\$227,933,620.46</b>



# System Standards

# System Standards: Performance Measurement and Quality Assurance

A robust and proactive quality control program is necessary to ensure our project meets all established key performance indicators and quality benchmarks. First Transit's Quality Control Program (QCP) promises a standard of excellence by reporting data to analyze our current operational trends on efficiency, cost savings and continuous improvement. Our approach to quality assurance is multi-faceted:

- **Performance Monitoring:** Active monitoring and regular communications of performance to RTC and First Transit regional and corporate staff will ensure that quality control measures and responsibilities extend beyond the local management team.
- **Data Analysis:** We constantly review our performance metrics, both to measure progress and establish goals and objectives through KPIs.
- **Empowering Employees:** We ensure employees understand what is expected of them, provide them with the tools and training to meet those standards, and reward outstanding performance.
- **Accountability Reviews:** First Transit's organizational structure provides multiple levels of accountability for our staff. Our local and regional managers review performance continually.

## Performance Monitoring

First Transit's QCP places a strong emphasis on important performance metrics, such as on-time-performance, productivity and customer complaints. We provide continuous support and improvement to improve our performance through the following measurements:

- **Technology tools, including Client-Provided Ecolane and TransLoc, as well as our Dashboard Management Information System, Geotab and Drivecam tools:** We measure our on-time performance and productivity, as well as other key performance indicators and identify approaches to enhance our performance.
- **Customer Complaints:** Our additional supervisory and monitoring positions allow First Transit to be proactive in minimizing performance issues while quickly resolving customer complaints. We thoroughly investigate on-time performance and service delivery complaints through root cause analysis.
- **Enhanced, more proactive region support:** We ensure transparency by monitoring our performance through audits and KPI reporting, as well as open communication with RTC.

Through service trend analysis and communicated best practices, First Transit will take the following steps to improve on-time performance as they arise:

- Operators that have difficulty delivering on-time service are counseled and/or retrained to ensure continuous improvement of our operation.

- Road supervisors schedule visits with common locations to conduct research to ensure scheduled pickup times reflect accurate pickup times

## Data Analysis

Our QCP requires constant review of our performance metrics both to measure progress and establish goals and objectives. Technology tools, including those supplied by Carson City and the supplementary tools provided by First Transit, offer our managers and region/corporate support personnel real-time, detailed, and graphical KPI information for their locations – all right at their fingertips. The established goals and objectives are ingrained in our culture, ensuring that our staff understands that their contributions are part of the successful management of our operation for RTC.

The data captured in our technology tools is reviewed by several levels of our organization:

- Our local management team enters KPI data daily and **reviews trends and problem areas to take proactive action to improve service quality.**
- Our Region Vice President Mark Elias reviews all locations on a weekly basis and **communicates with managers, provides support, and reviews trends for locations struggling to meet standards of performance.**
- We share our **performance goals and achievements with our employees to emphasize their roles in achieving high levels of service quality.**

Our performance review measurements are tracked and reported weekly to guarantee a continuous process of quality control, including on-time performance, missed trips, complaints, and operator turnover.

## Technology Tools to Monitor Service

First Transit will continue to use the technology tools provided by Carson City, including Ecolane and TransLoc to their maximum capabilities. Additionally, we provide the following to supplement the technology provided by Carson City and enhance our ability to monitor our service delivery.

### GeoTaB

Geotab is an industry leader of fleet telematics devices with more than 1.3 million devices in operation and 3 billion data points collected daily.

Geotab offers advanced GPS technology, g-force monitoring, GEOTAB IOX expandability, and engine and battery health assessments. With these features Geotab is so much more than Automatic Vehicle Location (AVL) technology. Geotab can also track battery charge levels and all its reports have the ability of real time notifications so it is known if a battery or fuel level is low while a vehicle is on the road. First Transit also uses data from Geotab to power its Lean initiatives, Dashboard data and Qtime reporting capabilities.

**GEOTAB**  
management by measurement



Geotab allows complete customization of the platform for RTC services. Data from Geotab can impact service quality and increase RTC's efficiency:

- Communicate vehicle diagnostic information
- Create and utilize custom reports
- Fuel tracking in real time
- Vehicle inspections
- Electronic logging/fault codes

### DriveCam

DriveCam is an on-board camera audio/video data recording system that is triggered when particular events happen, such as, accidents, aggressive accelerations, or sudden stops and hard cornering. Once triggered, the system records video and audio information from several seconds before, during, and after the event both inside and outside the vehicle. This video is automatically stored and uploaded to DriveCam for further review. This innovative system is designed to reduce the risks involved in driving by providing feedback on both exemplary driving behaviors and behaviors that need improvement. The system helps to ensure that each operator continually practices safe driving behaviors every moment while behind the wheel. DriveCam features record:



- Speed/accelerometer data
- Operator behavior
- Actions of violent or abusive passengers
- Operators' handling of troublesome situations on-board
- Unusual situations for later review by RTC and First Transit staff

### Management Information Dashboard (Confidential)

## Dashboard

As the use of technology increases across the industry, our operations have more system data available than ever before. However, while myriad systems can be used to collect data, it is **how this data is analyzed, displayed, and understood that leads to operational success**. First Transit created an internal tool, our proprietary **Management Information (MI) Dashboard**, to enable our management teams to view and interpret this data in meaningful ways.

The MI Dashboard is a powerful business intelligence tool that collects data from several sources, analyzes that data, and provides visual representations of analytical results. These detailed analyses drive effective decision-making at the local, regional, and senior management levels.

MI Dashboard allows our local management teams to review performance and determine:

- Whether First Transit is meeting RTC's goals and expectations
- Where improvements can be gained
- What steps can be taken to realize further improvement

This tool allows us to measure actual performance against performance goals. It also provides the flexibility to **analyze data across multiple iterations**, including by day, across a specific date range, etc. to review trends. The system displays averages and exceptions, flagging areas of concern that can be resolved expediently by our team.

Regional management can also **compare data from multiple locations**. This allows them to compare locations near each other, of similar service type, or across the entire First Transit network in North America. Leveraging our size and presence in the industry **provides significant insight into how operations of similar size and scope should be performing**.

**While MI Dashboard is an internal tool, RTC will see its effectiveness in continued performance improvement.** Our local and regional management teams' use of this tool will yield improved performance across all required key performance indicators, including labor efficiency and accuracy in billing. Data sets analyzed by MI Dashboard include:

- Labor efficiency, including overtime and operator staffing numbers
- Number of employees in training
- Budget/billing
- Payroll
- Vehicle miles
- Vehicles out of service
- Preventive maintenance statistics
- On time performance
- Safety, including incidents and accidents
- Customer feedback
- Call center statistics

MI Dashboard also allows managers to export data and manually adjust review parameters to obtain greater visibility.

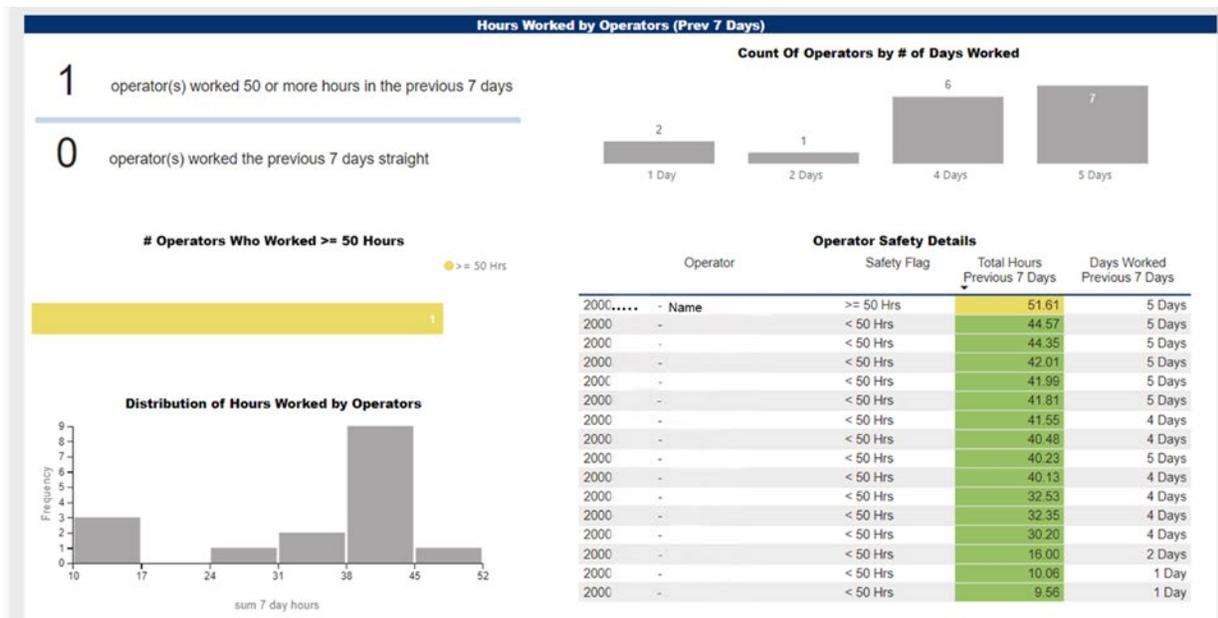
### **Vehicle Operator Payroll Detail**

Vehicle Operator Payroll Detail (VOPD) is another useful internal tool through MI Dashboard. VOPD allows operations management to see operators' working payroll hours. More specifically, region and local managers can see operators' active working hours which assists in ensuring regulatory compliance and overall safety of our operators, passengers and community.

The real-time VOPD reports show:

- Labor efficiency
- Pay code detail
- Overtime detail and tracker

➤ Operator detail and safety



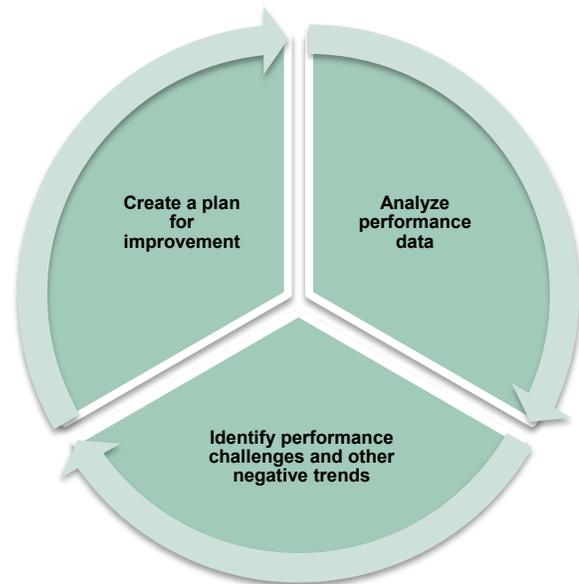
## Empowering Employees

During training, our team members learn that they are important contributors to our company's success. **When an employee understands how to do their job properly and how their job impacts the overall operation, they will be able to adjust their behaviors and respond appropriately to challenges that arise** – whether the employee is a vehicle operator, dispatcher, or road supervisor.

Further, performance goals and measurements are incorporated into our operational culture, reinforcing our employees' responsibility to one another, to the passengers, and to First Transit to provide service that exceeds our clients' requirements. This is communicated through monthly safety meetings, informal talks with management, performance-oriented campaigns, and other initiatives.

It is of vital importance that positive performance is rewarded. This encourages high performing employees to continue to meet or exceed First Transit's and RTC's expectations. It also encourages employees who are struggling to meet expectations to improve their performance.

Employees who are falling short of expectations will be coached and mentored. For example, operators that have difficulty delivering on-time service will receive refresher training and work with a supervisor to identify and correct the behaviors that are leading to late service.



## Accountability Reviews

First Transit operates under the guiding principle that performance management is a continuous process. Our Quality Control Program requires constant review of our performance metrics to measure progress and to establish goals and objectives. Performance review measures tracked include on-time performance, complaints, in-service vehicle failures, and staff turnover.

Performance data is captured by Carson City's tools, Geotab ProPlus, DriveCam SF300 and other systems. The data is compiled into reports and graphs, which will be reviewed by several levels of our organization:

- Our local management team reviews individual and teamwide trends to determine training and coaching needs
- Regular regional reviews include operations, safety and human resources:
  - Region Vice President Mark Elias will review performance data on a weekly basis and work with our program manager to create solutions to mitigate areas where we are falling short of performance standards.
  - Region Safety Manager Tim Parsons will review safety performance, including vehicle accidents and passenger incidents, to identify common root causes, operators with repeat incidents, and other factors that need to be addressed to reduce safety issues in service.
  - Region Director of Human Resources Mickey Sidhu reviews hiring, discipline, termination, and other employment trends to ensure the local management team has sufficient staffing numbers to deliver service.



# Personnel Policies & Procedures

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# Letter of Insurability

Frankie York  
Associate Client Executive

Marsh USA LLC  
540 West Madison  
Chicago, IL 60661  
T +1 832 493 1556  
www.marsh.com

May 30, 2023

Carol Akers, Purchasing and Contracts Administrator  
Purchasing and Contracts Department  
Carson City  
201 N. Carson Street, Suite 2  
Carson City, NV 89701

RE: RFP 23300257 – Public Transportation Operating Services

Marsh has a principal address at 540 West Madison, Ste. 1200, Chicago, IL, 61661, and is an insurance broker.

The Company confirms that First Transit, Inc. is able to obtain all insurance called for in the above-referenced RFP, which includes the following minimum amounts:

- Commercial General Liability: occurrence basis, \$5,000,000/occurrence and \$5,000,000 general policy aggregate.
- Business Auto: \$5,000,000/accident; Combined single limit
- Workers Compensation – statutory limit and \$1,00,000 each disease

and that the above insurance would be from a carrier that (1) is a Nevada-admitted insurer and authorized to conduct business in Nevada; and (2) has an A.M. Best Co. rating of “A” and Class VII or better.

Respectfully,



Frankie York  
VP, Global Risk Management



# Driver's Handbook

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# Drug & Alcohol Testing Policies & Procedures

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# Training Program

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# Rick Management Policy

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# Comment / Complaint Procedures

# Customer Service Plan

Customer satisfaction—both the passengers we serve and RTC as our customer—is the benchmark by which we will determine our success in service delivery. As such, customer service is a key focus of every area of our operation, from training, to operations, to ensuring RTC’s vehicles are clean and well-maintained.

## Foundation of our Customer Service Approach

At the core of our customer service commitment are behavioral standards that come from our comprehensive training programs and service-oriented culture.

### Customer Service Training

All First Transit employees assigned to the RTC services will receive in-depth training in customer service excellence. We use the following best practices and policies to ensure the highest level of customer satisfaction.

- **Customer service training for dispatchers** includes telephone etiquette and call management skills to complete calls quickly and efficiently. Any caller that needs other assistance speaks to a supervisor for a quick resolution. Supervisors and/or managers check call recordings for quality control.
- **Customer Service training for vehicle operators** includes extensive customer relations training that highlights customer satisfaction, passenger safety, and handling situations with customers. First Transit will conduct mandatory annual ADA refresher training for all vehicle operators to increase awareness and sensitivity to our customers. Vehicle operators will have the proper training for wheelchair and mobility aid securement; keeping passengers safe is our top priority.

Additional information on our training programs for operators and dispatcher is located in our **Training Attachment**.

### Operator Expectations

First Transit’s operators are held to a high standard of professionalism and courtesy, achieved through daily adherence to the following requirements:

- **Professional Attitude** – Operators report to work wearing clean, crisp uniforms. They are well groomed, polite, energetic, and ready to serve the passenger.
- **Superior Customer Service** – Operators are trained to go out of their way to meet customer needs and provide personalized service when appropriate.
- **Effective Communication** – We train operators how to communicate with passengers with clarity, sincerity, and friendliness. We ensure they have the tools necessary to communicate effectively with persons with special needs, such as a disability or language barrier.

- **Problem Solving** – Operators are expected to handle challenges that arise with promptness, discretion, courtesy, and calmness. They will notify a supervisor when necessary to keep a situation from escalating.

## Customer Service Engagement

### Customer Rights

Our customers should expect to receive the following minimum levels of customer service:

- Prompt, friendly, courteous service and correct information
- A smile and "thank you"
- Respect, dignity, care, and compassion
- Minimal waiting times
- Extra information is provided during service delays and customers are handled with patience and understanding in order minimize anxiety and to provide assurance
- Timely and accurate answers to their questions

When we meet – and exceed – these levels of customer care, we are representing RTC and First Transit in the best possible light.

### Assisting Customers with Service-Related Questions

First Transit's vehicle operators will act as RTC's brand ambassadors. As the face of our operation, they will be trained to provide an outstanding level of customer care. This includes being able to assist customers with questions related to the JAC services. To equip them to do so, operators will be trained in all routes, transfer points, and how to interpret schedules for customers new to the system. ADA policies, and how to navigate the overall RTC transit system as a passenger with disabilities.

## Proactive Customer Response Action Plan

The goal of our Customer Response Action Plan is to respond and resolve each complaint to the customer's satisfaction.

### Complaint Receipt

When a complaint is received from a customer, First Transit's safety/operations manager or general manager will take the following steps:

- The Customer Comment Form is completed, including date, time, employee name, employee description, and a summary of the comment
- To the extent possible, the comment will include the exact statements of the customer
- Upon acceptance, the comment is date-stamped, an investigation is initiated, and the documentation is forwarded to RTC immediately

***Since First Transit and Carson City have partnered, customer complaints have been greatly reduced.***

Complaints received from RTC staff will be added to the queue and addressed promptly, as described in the next section.

## Complaint Resolution

Each complaint received will be investigated and responded to within two (2) working days. Critical complaints will be investigated and responded to within 24 hours. We considered the passenger’s opinions carefully when evaluating and resolving problems or disputes.

Our goal is to resolve most customer concerns quickly and fairly. Typically, nearly all complaints are resolved within 24 hours of the initial call. However, more serious concerns warrant a more in-depth investigation that may require a meeting with the complainant.

The following table represents roles and responsibilities related to the investigation, response, and resolution of customer complaints or feedback.

<b>Mark Mejia - Safety/Operations Manager</b>	<b>Michael Peoples - General Manager</b>
<ul style="list-style-type: none"> <li>➤ Lead complaint investigation and review pertinent manifest data</li> <li>➤ Identify root cause based on operation manager’s investigation</li> <li>➤ Interview dispatchers, road supervisor, vehicle operator, or other staff involved in the event leading to the complaint</li> <li>➤ Record information and submit to general manager</li> <li>➤ Conduct additional investigation, such as vehicle maintenance records and operator personnel file reviews</li> </ul>	<ul style="list-style-type: none"> <li>➤ Confirm timely resolution of complaints</li> <li>➤ Serve as customer advocate</li> <li>➤ Determine appropriate re-training or disciplinary action arising from the complaint</li> <li>➤ Work with RTC to verify validity of the complaint</li> <li>➤ If necessary, arrange a meeting with complainant to review details of the complaint and agree upon a resolution</li> <li>➤ Notify the complainant and RTC of follow-up remedial actions</li> </ul>

Passenger concerns related to specific areas of the operation are relayed to the relevant supervisory or management personnel to support the resolution of the complaint:

Resolution occurs when the general manager has determined that the cause of the problem is understood, the employee(s) has acted to prevent the problem from recurring, and the passenger is satisfied that the complaint is resolved. RTC receives documentation about the final resolution.

## Complaint Remediation and Prevention

When a complaint has been resolved, the general manager will review the resolution with the management team and at staff meetings to ensure compliance with all service policies and procedures. This helps us avoid the development of systemic problems in the future.

The safety manager will address safety-related complaint trends and preventive measures in monthly safety meetings.

If a complaint is found to be the result of a preventable action on the part of an employee, re-training takes place. The general manager will work with the training manager to determine individual and/or team-wide re-training needs. In every instance, we make re-training a positive and productive experience for the employee. This creates a learning environment and increases the level of satisfactory employee performance in the future.



# Vehicle Inspection Procedures & Checklist Form



# Safety Management System

SOP # 210 – Daily Vehicle Inspection

Effective Date: 04/29/2020 / Revision Date: Annually

**First Transit**

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**EXHIBIT A**

## SOP #210 – Daily Vehicle Inspection

<b>Effective Date:</b>	4/29/2020
<b>Revision Number:</b>	#2
<b>Revision Date:</b>	February 25, 2021
<b>SMS Component:</b>	Safety Management System Policy
<b>Policy:</b>	SOP #210 – Daily Vehicle Inspection

### SOP Roadmap

1. Introduction
2. The Daily Vehicle Inspection (DVI and EVIR) Process
3. The DVI/EVIR Form
4. Operator’s Responsibility
5. Maintenance Responsibilities
6. Accidents Resulting in A Fatality and/or Multiple Serious Injuries
7. Record Retention
8. Referenced/Related Documents

### Guide to Icons



**Related Document:** This section refers to related forms and reference materials.



**Action Item:** This section requires that action be taken.



**Legal Requirement:** This section refers to statutory/legal/OSHA obligations.



**Calendar Item:** This section contains a task that must be completed at set intervals or certain times.



**Key:** This section contains information important to your safety.



# Safety Management System

SOP # 210 – Daily Vehicle Inspection

Effective Date: 04/29/2020 / Revision Date: Annually

<p><b>1. Introduction</b></p>	<p>The procedures discussed in this policy are to be considered as the minimum acceptable standards to be followed when performing Daily Vehicle Inspections.</p> <p>This document supersedes Maintenance <b>SOP A032 Vehicle Driver Inspection Reports</b>.</p>	
<p><b>2. The Daily Vehicle Inspection (DVI and EVIR) Process</b></p>	<p>Corporate policy requires that a First Transit DVI book or Electronic Driver Vehicle Report (EVIR) program and inspection process be used.</p> <ul style="list-style-type: none"> <li>• If a client agency requests their inspection form/book be used or EVIR system, it may be done as long as it meets the minimum requirements of this policy.</li> <li>• If the client DVI/EVIR form does not meet this standard, then the First Transit DVI book or EVIR program <b>MUST</b> also be completed.</li> </ul> <p>A pre-trip inspection on a new DVI form or EVIR form are required each time a different driver assumes responsibility for a vehicle (except as noted in b and c below).</p> <p>A mini pre-trip may be performed instead of a full pre-trip inspection if <b>and</b> when:</p> <ol style="list-style-type: none"> <li>a. The same driver returns to perform additional work using the same vehicle they used earlier in the day – a PM shift, a split shift, etc. – and the vehicle has not been removed from the facility.</li> <li>b. A driver relief and/or vehicle replacement is made in revenue service with passengers onboard and the operating schedule does not permit a full pre-trip inspection.</li> <li>c. A vehicle has been properly and fully pre-tripped within the past 2 hours, remains in ready status, is not moved from its location, and the original employee who performed the pre-trip is the employee taking out the vehicle.</li> </ol> <p>When performing a mini pre-trip inspection in revenue service the information can be recorded on the previous bus operators middle (yellow) sheet unless prohibited by local or state regulations. This sheet is to be returned to base with the vehicle. This would be a new inspection entered in the EVIR program.</p> <ol style="list-style-type: none"> <li>a. If a defect develops in service or is discovered post trip, it is to be communicated to dispatch for immediate instruction and recorded on the yellow copy or in the EVIR program inspection.</li> </ol>	 



# Safety Management System

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	<p>A pre-trip vehicle inspection is required if the vehicle is to be used for functions other than revenue service such as parts pick up, training, etc.</p> <p>If a safety defect is found while in service or at a remote location, the operator <b>MUST</b> immediately contact dispatch and follow dispatch instructions.</p> <ul style="list-style-type: none"><li>• If dispatch authorizes the continuing use of the vehicle after involving maintenance, the operator <b>MUST</b> record the dispatcher’s name, comments made regarding vehicle’s mechanical condition, date, and time on the DVI form. For EVIRs, this information <b>MUST</b> be recorded on post-trip.</li></ul> <p>The responsibility for performing an inspection cannot be delegated to another individual.</p> <ul style="list-style-type: none"><li>• Inspections <b>MUST</b> be performed and signed for by the employee who is operating the vehicle to revenue service, to the location of a vehicle breakdown, etc.</li><li>• It is not permissible to assign to a standby operator the task of performing a pre-trip inspection for another operator unless a mini pre-trip inspection is completed by the assigned operator prior to the vehicle entering revenue service.</li><li>• The performance of an inspection by another individual is permissible only when a trainee is being trained to perform the vehicle inspection and a qualified trainer is present observing the inspection process.</li></ul> <p>There may occur circumstances where performing a vehicle inspection may jeopardize the safety of an employee, other drivers, or passengers, for example, a vehicle breakdown along a busy freeway.</p> <ul style="list-style-type: none"><li>• Under these circumstances the vehicle may be driven to the nearest safe location prior to performing the inspection.</li></ul> <p>Under no circumstances is the requirement to perform a vehicle inspection to supersede the responsibility to guard the safety of employees and/or passengers.</p>	
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# Safety Management System

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## 3. The DVI/EVIR Form

### DVI Form

The DVI form is a three-part carbonless form consisting of a top sheet (white), a middle sheet (yellow), and the bottom sheet (pink) with each sheet divided into three sections.



**VEHICLE INSPECTION**

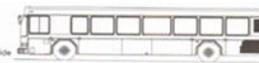
Bus #: \_\_\_\_\_ Location ID: \_\_\_\_\_ Date: \_\_\_\_\_

Vehicle Height: \_\_\_\_\_ " " "

Beginning Odometer: \_\_\_\_\_ End Odometer: \_\_\_\_\_ Distance Driven: \_\_\_\_\_

Operator Name: \_\_\_\_\_ Operator Signature: \_\_\_\_\_

Please print  
I indicate by my signature that I have reviewed the previous operator's vehicle inspection report and have inspected all items.  
Please sign






If exterior defects are noted during the vehicle inspection, indicate the location of the defect on the appropriate diagram by circling it.

Use "✓" if no defect found; use "X" if defect is found; use "NA" if not applicable. Turn in daily. \*Indicates requirements for a mini pre-op.

Step	Pre	Post	INTERIOR	COMMENTS
1			Leak check*	On approaching the vehicle, visually check under the vehicle for fluid leaks
2			Safe start vehicle*	Start the vehicle with the parking brake set/vehicle not in gear
3			Tap NFC*	Tap driver card to NFC reader; you should hear a beep
4			Driver seat & seatbelt	Confirm the driver seat is secure and seatbelt works as expected
5			Review the last DVIR*	Review comments from prior operators of the vehicle and ensure safety items have been addressed
6			Vehicle registration and insurance*	Ensure vehicle registration and proof of insurance are present and valid
7			Gauges & dash indicator lights*	All driver area gauges and indicator lights should be functioning (Left/ Right/ 4-Way/ High beam/ ABS)
8			Steering mechanism	Slowly rock wheel left to resistance. Repeat to right. No more than 2 inches free play.
9			Horn(s)	Honk the horn to ensure it is working
10			Windshield wipers	Engage the wipers (at low speed and high speed) and washer fluid
11			Rear vision mirror(s)*	Rear vision mirrors are present, adjusted and free of damage
12			Heater/ defroster/ Air conditioning	Engage heater, defroster and AC
13			Backup alarm	Engage the backup alarm. Should be audible from the driver's area.
14			2 way radio check & PA system	Ensure power to radios and PA. Test functionality.
<b>EXTERIOR</b>				<b>COMMENTS</b>
15			Front right tire/ wheel rim/ lugnuts*	
16			Front right curb side lights and reflective equipment*	
17			Front right mirror bracket*	
18			Windshield	
19			Destination sign	
20			Front left tire/ wheel rim/ lugnuts*	
21			Front left / street side lights and reflective equipment*	
22			Front left mirror bracket*	
23			Rear left tire/ wheel rim/ lugnut*	
24			Rear left lights and reflective equipment*	
25			Emergency exit door	Open and close to ensure operability, scan under passenger seats for passengers, packages, other items
26			Rear right tire/ wheel rim/ lugnut*	
27			Rear right lights and reflective equipment*	
28			Leak check*	Visually check under the vehicle for fluid leaks
29			Wheelchair lift/ramp operation	Open the lift door (if applicable), deploy to the ground, ensure the gate is secure, return to stowed position
<b>INTERIOR</b>				<b>COMMENTS</b>
30			Hand rails / modesty panels	Confirm hand rails and modesty panels are secure
31			Steps & flooring	Steps and flooring are safe and free of hazards
32			Emergency equipment	Required emergency equipment is present (First aid kit, triangle reflectors, bloodborne pathogen kit, seal
33			W/C securement straps, covers, floor tracks	Flooring and tracks are clear of hazards and operable, securements are present and operable
34			Emergency exits	Verify emergency window exits open and close properly
35			Passenger seats & seat belts	Seat belts are operable and seats are secure
36			Interior clean	Vehicle is clean
37			Low pressure warning test*	Pump brake pedal until warning light and alarm comes on at or above 55 psi
38			Parking brake auto pop out test	Pump brake until spring brake pops at or above 20 psi
39			Service brake test	Accelerate to 5 mph, step firmly on brake. Vehicle should be free of brake drag and stop properly.
40			Tap NFC*	Tap driver card to NFC reader; you should hear a beep

Operator Comments: \_\_\_\_\_

Operator Signature: \_\_\_\_\_

Technician Comments: \_\_\_\_\_ Work Order Number: \_\_\_\_\_

Technician Signature: \_\_\_\_\_

- The top section is for recording driver information and vehicle mileages and times, etc.
- The middle section describes the items to be inspected,
- The bottom of the page provides space for the operator and mechanic's comments and signatures.



# Safety Management System

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	<p><b>The procedure for processing each page of the form is as follows:</b></p> <p>As the employee is completing the pre-trip the information is filled out on the original (white) sheet. The employee must press hard enough that the information is legible on all three parts of the form.</p> <ul style="list-style-type: none"> <li>• <b>White</b> (top sheet) – the white copy is removed from the book once the pre-trip inspection is completed and is deposited at a location designated by the location management <b><i>prior to departure from the facility.</i></b></li> <li>• <b>Yellow</b> (middle sheet) – the yellow sheet remains in the book and is used as post –trip inspection form, a mini pre-trip inspection form, or as a 2nd pre-trip form as needed and directed by local Management. The yellow sheet is removed from the book and turned into a spot designated by local management once the bus is returned to the yard.</li> <li>• <b>Pink</b> (bottom sheet) – the pink copy remains in the book. It provides a history of pre-trip inspections and corrective actions. All defects noted by the operator on the DVI must be signed off by the mechanic making the repair. The repair shall not be considered corrected until such time that the repair is signed off by the mechanic.</li> </ul> <p>Once the book is filled, a new book shall be placed in the vehicle. DVI books shall not be used for recording pre-trips for more than one vehicle.</p> <p><b>EVIR Form</b></p> <p>The EVIR form is housed on a handheld device. Everyone (operator, technician, supervisor, etc.) that maybe required to operate the vehicle, will be issue a Radio-Frequency Identification (RFID) card that contains their information. The individual will utilize the device as follows:</p> <ul style="list-style-type: none"> <li>• The individual will first use the handheld device to scan their issued RFID card to log their information in to the device.</li> <li>• The individual performing the inspection will then select which type of inspection they are going to perform (pre-trip, post-trip, etc.).</li> <li>• The individual will then scan the asset tag attached to the vehicle. This loads the information of the vehicle they will be performing an inspection on.</li> <li>• The individual will then proceed around and through the vehicle, scanning each zone tag in order to fill out that</li> </ul>	
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# Safety Management System

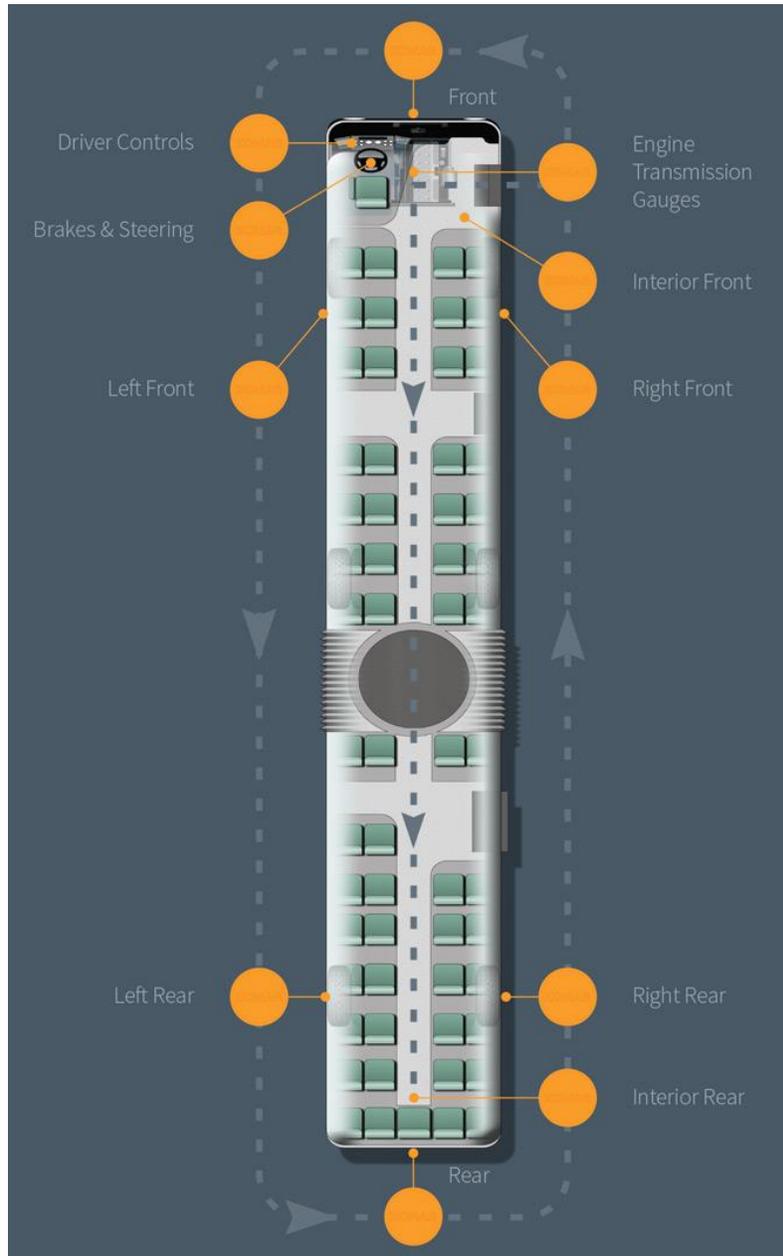
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particular section of the inspection (view standard diagram of zone layout below, layouts may vary per vehicle type)





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<p><b>4. Operator's Responsibility</b></p>	<p>Operators are responsible for inspecting the vehicles and for ensuring that defects previously recorded are signed off <b>prior to the use of the vehicle.</b></p> <p><b>Step 1. OPERATOR REVIEWS PREVIOUS TRIP DVI FORM.</b></p> <ul style="list-style-type: none"> <li>• If no defect is listed or a listed defect is properly signed off, continue to Step 2.</li> <li>• If a defect is NOT signed off, the vehicle cannot be used until that defect is inspected and signed off by an authorized individual. <ul style="list-style-type: none"> <li>○ Report the situation to the authorized individual as designated by your local management.</li> </ul> </li> <li>• (EVIR) Review report history on handheld to ensure prior defects have been addressed.</li> </ul> <p><b>Step 2. OPERATOR FILLS IN TOP SECTION OF DVI FORM.</b></p> <ul style="list-style-type: none"> <li>• DVI Process <ul style="list-style-type: none"> <li>○ Fill in bus #, location ID #, date, vehicle height, beginning miles, and signs the form.</li> <li>○ By signing the DVI, driver is indicating that s/he has reviewed the DVI from the previous trip and that the DVI was properly signed off.</li> </ul> </li> <li>• EVIR Process <ul style="list-style-type: none"> <li>○ The location # and date automatically load into the EVIR device.</li> <li>○ Scan issued RFID card to load employee information. This electrically signs the inspection.</li> <li>○ Scan the Asset Tag to load vehicle information (bus #, mileage, etc.).</li> </ul> </li> </ul> <p><b>Step 3. OPERATOR CONDUCTS PRE-TRIP INSPECTION AND RESULTS ON DVI FORM.</b></p> <ul style="list-style-type: none"> <li>• If inspected items are working properly, make a check in spaces provided and proceed to step 4.</li> <li>• DVI Process <ul style="list-style-type: none"> <li>○ If a defect is found or there is a question regarding an inspected item, place an "X" in the space provided and write a short description of the defect – what was heard, what was seen,</li> </ul> </li> </ul>	  
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# Safety Management System

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	<p>what happened - in the comments space provided at the bottom of the form.</p> <ul style="list-style-type: none"> <li>○ If an item on the form is Not Applicable to the vehicle being inspected write “NA” in the space provided.</li> </ul> <ul style="list-style-type: none"> <li>● EVIR Process <ul style="list-style-type: none"> <li>○ If a defect is found, use the handheld device keypad to indicate as such</li> <li>○ If an item on the inspection is Not Applicable, use the handheld device to indicate as such</li> </ul> </li> </ul> <p><b><i>(If the problem cannot be adequately described in writing, find the maintenance manager and describe the problem personally. This will assist in getting the defect repaired.)</i></b></p> <p><b>Note:</b> If the defect is <i>previously unreported</i> minor body damage, it shall be inspected and signed off by authorized personnel before vehicle is moved.</p> <p><b>Step 4. OPERATOR TURNS IN COMPLETED DVI FORM OR RADIOS IN RESULTS.</b></p> <ul style="list-style-type: none"> <li>● If vehicle is in safe working order the vehicle is cleared for use.</li> <li>● <b>If a safety defect is found, the defect shall be repaired and/or signed off <u>BEFORE</u> the vehicle can be used.</b></li> <li>● If vehicle leaves from a park out location, the operator <b>MUST</b> inform radio dispatch of the results of the DVI inspection. <ul style="list-style-type: none"> <li>○ If a safety defect is found while in service or at a remote location, the operator <b>MUST</b> immediately contact dispatch and follow dispatch instructions <b>prior to the use of the vehicle.</b></li> <li>○ The operator <b>MUST</b> record the dispatcher’s name, comments made regarding vehicle’s mechanical condition, date, and time on the DVI form. For EVIRs, this information <b>MUST</b> be recorded on post-trip. The EVIR inspection is submitted on the handheld device. Safety defects are indicated as such on the device.</li> </ul> </li> </ul> <p><b>Step 5. A POST-TRIP INSPECTION <u>MUST</u> BE COMPLETED AT THE END OF THE OPERATOR’S SHIFT.</b></p>	
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	<p>Record any defects that occurred during the trip and/ or discovered during the post trip inspection.</p> <ul style="list-style-type: none"> <li>• (DVI) Use the yellow copy to record the post trip inspection. Upon completion, remove yellow copy from the DVI book and turn in as directed.</li> <li>• (EVIR) Use the handheld device as directed in Section 3 of this document, to perform and complete post trip inspection.</li> </ul>	
<p><b>5. Maintenance Responsibilities</b></p>	<p>All Maintenance Shops maintained by First Transit are paperless shops. Technicians are provided tablets equipped with the Asset Management System to complete any necessary work, regarding vehicle maintenance and repairs. For locations equipped with an EVIR system, Technicians will be able to access these programs directly from their tablets.</p> <p>All operations maintained by First Transit utilize either a traditional DVI process or are equipped with an EVIR process to inspect and record any identified defects noted during the pre/post-trip inspection process.</p> <p>All defects <b>MUST</b> be diagnosed for severity and/or repaired and DVI form signed off <b><u>prior to the vehicle being used</u></b>. If using EVIRs, the defects must be closed out daily, notating where they are at in the repair process.</p> <p><b>DVI/EVIR Collection</b></p> <ul style="list-style-type: none"> <li>• It is the Location Manager’s responsibility to ensure there is a designated collection site for operators to turn in their completed DVIs, as directed in Lean Ops. Delivery and/or retrieval of DVIs noted with defects will proceed as follows, unless otherwise determined by the Location Manager: <ul style="list-style-type: none"> <li>○ <b>Together:</b> First Transit locations where the operations facility and a maintenance facility are located together, the maintenance department will obtain the DVIs with noted defects from the designated collection site daily.</li> <li>○ <b>Separate:</b> First Transit locations where the operations facility and maintenance facility are located separately, either designated operations personnel will deliver DVIs with noted defects to the maintenance facility daily or designated maintenance personnel will retrieve DVIs noted with defects from the operations facility daily.</li> </ul> </li> </ul>	  



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	<ul style="list-style-type: none"> <li>○ <b>Third-Party Provider:</b> First Transit locations who have maintenance provided by a third-party, will deliver DVIs noted with defects to the third-party maintenance provider daily, after DVIs have been reviewed by designated First Transit personnel. Review an exemplar list of defects and how they are to be addressed.</li> <li>● EVIRs notated with defects are obtained directly from reports utilized within the EVIR system. If a location utilizes an EVIR system and utilizes a third-party maintenance provider for repairs, the defect report(s) will be reviewed by designated First Transit personnel, before delivering EVIRs requiring repairs daily. Review an exemplar list of defects and how they are to be addressed.</li> </ul> <p><b>Reviewing Defects</b></p> <p><b>Step 1. AUTHORIZED INDIVIDUAL EXAMINES SAFETY DEFECT(S) AND MAKES APPROPRIATE REPAIRS, ADJUSTMENTS, ETC.</b></p> <ul style="list-style-type: none"> <li>● Authorized individual refers to an exemplar list of defects and how they are to be addressed.</li> <li>● Authorized individual refers to the person(s) designated by the local First Transit manager or his/her supervisor as the individual charged with the responsibility for performing the maintenance responsibilities consistent with those required under a pre-trip inspection.</li> <li>● In smaller operations and/or rural locations, the dispatcher may be charged with making an informed decision regarding the use of a vehicle in revenue service with a safety defect whereas in large urban operations a mechanic may be one charged with this responsibility.</li> </ul> <p><b>Corrective Action (Asset Management System)</b></p> <p>One work order will be created in the Asset Management System per vehicle. At no time will multiple vehicles be on a work order.</p> <p>The DVI/EVIR Report # MUST be recorded in the work order description, to signify that the repair(s) being addressed were identified on a DVI/EVIR.</p> <p><u>Example:</u> “<b>DVI Repair (brief description of Repair) the DVI Date</b>” or “<b>EVIR Report # XXXX</b>”</p>
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# Safety Management System

SOP # 210 – Daily Vehicle Inspection

Effective Date: 04/29/2020 / Revision Date: Annually

First Transit

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	<p>The Defect ID assigned by the EVIR System for each individual defect found during the inspection <b>MUST</b> be recorded in the Activities section of the work order, “<b>Defect ID# XXXX</b>”.</p> <p>A clear and brief description of the defect(s) noted on the DVI/EVIR that are being addressed <b>MUST</b> be included in the comments section, under the Activities Tab of the work order.</p> <p><b>Note:</b> Comments listed under the Activities Tab copy directly to Deferred Activity.</p> <p>The comments <b>MUST</b> follow the 3C format (Complaint, Cause and Correction). All work performed <b>MUST</b> align with the defect(s) described on the DVI/EVIR.</p> <p><b>Corrective Action (DVI)</b></p> <p><b>Step 2. CORRECTIVE ACTIONS RECORDED ON DVI FORM.</b></p> <ul style="list-style-type: none"> <li>• “<b>Replaced</b>” – indicates the defect was repaired through part replacement and meets CVSA (Commercial Vehicle Standards Alliance) safety and maintenance standards.</li> <li>• “<b>Noted or scheduled</b>” – indicates the defect was inspected and meets CVSA (Commercial Vehicle Standards Alliance safety and maintenance standards for revenue service.</li> </ul> <p>The actual repair of the item may be scheduled to occur during the routine maintenance inspection cycle at a later date or may be pending the arrival of needed parts.</p> <ul style="list-style-type: none"> <li>• “<b>Repaired</b>” – indicates the safety defect was repaired and meets CVSA (Commercial Vehicle Standards Alliance safety and maintenance standards for revenue service.</li> <li>• “<b>Adjusted</b>” – indicates the safety defect was adjusted and meets CVSA (Commercial Vehicle Standards Alliance safety and maintenance standards for revenue service.</li> </ul> <p><b>Step 3. AUTHORIZED INDIVIDUAL SIGNS DVI BOOK, DVI COPIES, AND REPAIR ORDERS UPON COMPLETION OF REPAIRS.</b></p> <ul style="list-style-type: none"> <li>• Defects shall be repaired, and the DVI book (the pink copy) signed by authorized person <b>before vehicle is authorized for revenue use.</b></li> </ul>	
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# Safety Management System

SOP # 210 – Daily Vehicle Inspection

Effective Date: 04/29/2020 / Revision Date: Annually

First Transit

A Transdev Company

	<ul style="list-style-type: none"> <li>• <u>If a vehicle is driven in revenue service, for training functions, or for charter service with an unsigned DVI, the use of said vehicle is in violation of company policies and applicable personnel may be subject to disciplinary action.</u></li> <li>• The yellow copies of DVI resulting in the issuance of a work order are to be labelled with the corresponding work order number and filed. These files are to be retained until the vehicle is disposed of or the time limits specified in client contract and/or applicable state law are met, whichever is greater.</li> </ul> <p><b>Corrective Action (EVIR)</b></p> <p><b>Step 2. Corrective Actions notated in EVIR system</b></p> <ul style="list-style-type: none"> <li>• Defects <b>MUST</b> be identified as repairs required or unnecessary. If defect requires a repair, it must be noted how the defect was addressed in the standardized or custom notes section.</li> <li>• Pending repairs such as, parts on order for defects or defects that will be addressed during a PMI, <b>MUST</b> be notated in the notes section. That defect on the EVIR <b>MUST</b> then be closed out.</li> </ul> <p><b>Step 3: Authorize Individual electronically signs on repair orders within EVIR system</b></p> <ul style="list-style-type: none"> <li>• Each maintenance personnel responsible for addressing EVIR repairs will be equipped with their own EVIR system login. This ensures that all personnel reviewing defects and making necessary repairs are documented in the system as the individual responsible for addressing a given defect.</li> <li>• The work order number <b>MUST</b> be recorded in the notes section of the EVIR.</li> </ul>	
<p><b>6. Accidents Resulting In a Fatality and/or Multiple Serious Injuries</b></p>	<p>If a vehicle is involved in</p> <ul style="list-style-type: none"> <li>• a fatal accident; or</li> <li>• one that results in severe injuries; or</li> <li>• one where there is an allegation of mechanical failure;</li> </ul> <p>the DVI books (both current and previous) shall be immediately removed from the vehicle and hand delivered to the General Manager.</p> <p>The DVI books along with the maintenance records for the 30-day period immediately preceding the accident shall be secured in a secured filing cabinet.</p>	  



# Safety Management System

SOP # 210 – Daily Vehicle Inspection

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**First Transit**

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	<p>In the event the records are requested or confiscated by local law enforcement, immediately notify the Region Director of Safety, and the Vice President of Safety – First Transit.</p> <p><b>Exceptions:</b> No exceptions without the written consent of the Vice President of Safety – First Transit or the President of the Company.</p> <p><b>Disciplinary Measures:</b> Disciplinary measures up to and/or including termination of employment for violation of this policy shall be reviewed at the time of violation.</p> <p><b>Note:</b> This policy supersedes all previous policies and like documents.</p>	
<p><b>7. Record Retention</b></p>	<ul style="list-style-type: none"> <li>• Each vehicle shall contain two (2) DVI books: the one currently in use and the next one to be used.</li> <li>• Completed DVI books shall be stored a minimum of six (6) months in a safe and secure location excluding any client or state regulations to the contrary after which the DVI books may be disposed of.</li> <li>• Dispatch should secure completed DVI books prior to the issuing of a new DVI book such the vehicle should maintain only two (2) books and dispatch should ensure proper storage of complete DVI books.</li> <li>• <b>Under no circumstance may DVI books be destroyed or disposed of in less than 180 days.</b></li> <li>• Copies of DVI resulting in the issuance of a work order are to be labelled with the corresponding work order number and are to be retained until the vehicle is disposed of or the time limits specified in client contract and/or applicable state law are met, whichever is greater.</li> </ul>	  
<p><b>8. Referenced/Related Documents</b></p>	<p><u><b>Referenced Documents</b></u></p> <p><u><b>Related Documents</b></u></p>	



# Vehicle Cleaning Procedures & Checklist Form

# Vehicle Cleaning

A clean bus sends a message to both passengers and the public. First Transit's goal is to project the image of professionalism that Carson City maintains.

First Transit's operators will continue to clean the exterior of the paratransit vehicles, and the fixed route exteriors will be cleaned by Fleet Clean. First Transit's operators will sweep out fixed route and paratransit vehicles and dispose of any trash at the end of each shift. The following cleaning and washing activities will be conducted at the RTC facility and at Fleet Clean:

- Wash and scrub exterior (wash rack)
- Spot mop floor; dust interiors
- Remove all trash from inside vehicle
- Sweep floor to remove all dirt, paper, etc.
- Wipe clean all stanchions and grab bars
- Clean windows as necessary inside
- Clean side panels as needed
- Remove any graffiti and insect remains
- Mop floor and step wells
- Wipe dash clean

## Cleaning Checklist & Schedule

First Transit inspects, monitors, and replaces, as necessary, original equipment supplied with the vehicles including tie-downs, fire extinguishers, reflectors, and first aid kits. For example, in the pre-trip vehicle inspection, the first operator of each shift will ensure all equipment is present and on-board. Items will be examined in detail and repaired at vendor-suggested intervals. Vehicles are cleaned according to the following schedules:

Task	Daily	Weekly	Monthly
<b>Exterior</b>			
Exterior Wash: wheels and wheel wells, shall be washed at City provided wash bay with appropriate cleaning products, and dried with clean rags as necessary to avoid spots, other water marks, and scale buildup		✓	
Extra cleaning: front & rear; hand scrub wheels & rims		✓	
Sensors/cameras: obstacle detection systems, if equipped, and security camera lens covers shall be cleaned.	✓		

Interior			
Floor: interior shall be swept with all dust, litter and debris disposed of into an appropriate trash receptacle. Attend to lost & found	✓		
Disinfect interior	✓		
Pick up paper, gum, debris & empty trash	✓		
Windows, windshields, door windows, and interior mirrors, shall be cleaned with appropriate window cleaner and dried with clean rag to avoid streaks and other marks		✓	As needed
Thoroughly clean operator area (controls, dashboard, above operator area, etc.)	✓		
Report all damaged seats, graffiti etches, scratches	✓		
Detailing			
Floor: wet-mopped with appropriate amounts of water or other fluids		✓	
Clean ceiling, seat backs, grab rails, sidewalls, windows, ledges & dash			✓
Remove graffiti/vandalism: interior shall be inspected to ensure that no damage or graffiti exists. Graffiti shall be removed at time of observance, and no vehicle shall be put into revenue service with visible graffiti without approval by the City	✓	✓	✓
Mop the floor & remove gum	✓		✓
Clean & shampoo seats			Annually/as needed

To check cleanliness and ensure accountability, the management team will randomly spot check the coaches daily.

# Price Proposal



# First Transit

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the mobility company

## Attachment E Proposal Form

EXHIBIT A

Instructions: Complete a cost proposal, below, for each of the distinct services identified in the Scope of Service, for each year of the contract period and the two option years. The two additional one-year options (years 4-5) will be reviewed and possibly exercised at City's discretion prior to the end of Year 3, the price of which will be reviewed and confirmed prior to contract renewal. The City may not exercise an option unless it has determined that overall price including the options is better than the other evaluated prices. The cost proposal shall be stated in dollars per revenue service hour and dollars per month as a fixed cost.

Place this cost proposal page in a separate, sealed envelope. Proposals will be reviewed to determine if all requirements have been met. If not all requirements have been met, the separate cost proposals will not be opened.

*Note: All proposals, including the unit rate of cost, become public information when the award is made. However, City will keep the supporting financial information of each proposal confidential.*

Addendum Received:

X #1      \_\_\_ #2      \_\_\_ #3      \_\_\_ #4

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
JAC Fixed	\$33.86	\$35.46	\$37.48	\$40.10	\$40.10
JAC Assist	\$33.86	\$35.46	\$37.48	\$40.10	\$40.10
Monthly Fixed Cost	\$65,562.78	\$67,730.54	\$70,075.34	\$72,377.05	\$72,377.05

Projected Maximum Billable Hours:  
 JAC Fixed Route Service – 15,944 revenue service hours  
 JAC Assist – 9,870 revenue service hours  
 Miscellaneous (to be charged at the rate of the service to which the hours relate) – 500 revenue service hours

Proposer First Transit, Inc.

Signature of Authorized Official 

Name and Title of Authorized Official W.C. Pihl, SVP Business Development

Date 7/5/2023

**Line Item Operating and Maintenance Budget - Base Three Years  
Fixed Route and Complementary ADA Paratransit**

**EXHIBIT A**

	FY 2023-2024	FY 2024-2025	FY 2025-2026	Option Years
<b>FIXED OVERHEAD EXPENSES</b>				
Management Wages	\$192,000.00	\$196,788.80	\$201,718.40	\$206,752.00
Management Benefits	\$45,728.36	\$47,514.50	\$49,428.26	\$51,439.01
Administrative Wages	\$116,401.21	\$119,315.54	\$122,308.94	\$125,365.34
Administrative Benefits	\$41,792.46	\$43,187.42	\$44,981.65	\$46,869.33
Office Expense & Supplies	\$2,368.70	\$2,439.76	\$2,512.96	\$2,588.34
General Liability Insurance	\$166,257.88	\$174,222.45	\$182,641.03	\$191,546.16
Workers Compensation Insurance	<b>\$55,866.10</b>	<b>\$57,787.25</b>	<b>\$59,834.54</b>	<b>\$62,060.60</b>
Fidelity Bond/Crime Insurance	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Insurance Deductible Expense	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Performance Bond	\$0.00	\$0.00	\$0.00	\$0.00
Communications	\$900.00	\$927.00	\$954.81	\$983.45
ADA Certification	\$0.00	\$0.00	\$0.00	\$0.00
Start-Up	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses (Specify)	<b>\$115,847.29</b>	<b>\$118,991.83</b>	<b>\$122,554.97</b>	<b>\$124,136.24</b>
Other Expenses (Specify)	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Profit	\$49,591.31	\$51,591.93	\$53,968.57	\$56,784.14
<b>TOTAL FIXED EXPENSE</b>	<b>\$786,753.31</b>	<b>\$812,766.48</b>	<b>\$840,904.13</b>	<b>\$868,524.61</b>
<b>HOURLY EXPENSES</b>				
Driver/Fueler Wages	\$503,162.02	\$527,515.47	\$557,805.18	\$597,977.95
Driver/Fueler Benefits	\$108,958.72	\$113,918.43	\$120,677.02	\$128,730.94
Sched/Disp Wages	\$0.00	\$0.00	\$0.00	\$0.00
Sched/Disp Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Mechanic/Helper Wages	\$0.00	\$0.00	\$0.00	\$0.00
Mechanic/Helper Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Uniforms	\$3,368.54	\$3,469.60	\$3,573.69	\$3,680.90
Hiring/Training/Safety	\$13,562.25	\$13,990.28	\$14,444.98	\$15,118.98
Other Expenses (Specify)	\$17,463.37	\$18,167.98	\$19,004.75	\$19,996.41
<b>TOTAL HOURLY EXPENSE</b>	<b>\$646,515.00</b>	<b>\$677,061.76</b>	<b>\$715,505.78</b>	<b>\$765,505.18</b>
Hiring/Training Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Parts	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses (Specify)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL MILEAGE EXPENSE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$646,515.00</b>	<b>\$677,061.76</b>	<b>\$715,505.78</b>	<b>\$765,505.18</b>
Expense/Revenue Vehicle Hour	<b>\$33.86</b>	<b>\$35.46</b>	<b>\$37.48</b>	<b>\$40.10</b>
<b>GRAND TOTAL</b>	<b>\$1,433,268.31</b>	<b>\$1,489,828.24</b>	<b>\$1,556,409.91</b>	<b>\$1,634,029.79</b>

**Itemized Budget Detail – Base Three Years  
Fixed Route and ADA Paratransit**

	FY 2023-2024	FY 2024-2025	FY 2025-2026	Option Years
<b>MANAGEMENT WAGES</b>				
General Manager	\$115,000.00	\$117,873.60	\$120,827.20	\$123,843.20
Operations Manager	\$77,000.00	\$78,915.20	\$80,891.20	\$82,908.80
<b>TOTAL</b>	\$192,000.00	\$196,788.80	\$201,718.40	\$206,752.00
<b>MANAGEMENT BENEFITS</b>				
Vacation	\$0.00	\$0.00	\$0.00	\$0.00
Holiday	\$0.00	\$0.00	\$0.00	\$0.00
PTO	\$0.00	\$0.00	\$0.00	\$0.00
Medical/Dental Insurance	\$15,688.00	\$16,658.44	\$17,807.55	\$19,036.64
Life Insurance	\$3,212.60	\$3,383.13	\$3,483.68	\$3,587.23
401 (k)	\$5,760.00	\$5,903.66	\$6,051.55	\$6,202.56
Payroll Taxes	\$21,067.76	\$21,569.27	\$22,085.48	\$22,612.58
Workers' Compensation	\$5,482.42	\$5,648.52	\$5,819.70	\$5,996.10
<b>TOTAL</b>	\$51,210.78	\$53,163.02	\$55,247.96	\$57,435.11
<b>ADMINISTRATIVE WAGES</b>				
Road Supervisor	\$29,328.00	\$30,064.32	\$30,813.12	\$31,586.88
Accounting Manager	\$0.00	\$0.00	\$0.00	\$0.00
Vault Clerk	\$0.00	\$0.00	\$0.00	\$0.00
BTW Trainer	\$0.00	\$0.00	\$0.00	\$0.00
Farebox Clerk	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$29,328.00	\$30,064.32	\$30,813.12	\$31,586.88
<b>ADMINISTRATIVE BENEFITS</b>				
Vacation	\$0.00	\$0.00	\$0.00	\$0.00
Holiday	\$0.00	\$0.00	\$0.00	\$0.00
PTO	\$0.00	\$0.00	\$0.00	\$0.00
Medical/Dental Insurance	\$5,277.41	\$5,537.88	\$5,925.53	\$6,340.32
Life Insurance	\$73.73	\$75.47	\$77.26	\$79.10
401 (k)	\$307.94	\$315.68	\$323.54	\$331.66
Payroll Taxes	\$3,128.93	\$3,195.41	\$3,263.01	\$3,332.86
Workers' Compensation	\$1,855.47	\$1,911.38	\$1,968.99	\$2,028.34
<b>TOTAL</b>	\$10,643.48	\$11,035.82	\$11,558.33	\$12,112.28
<b>OFFICE EXPENSES &amp; SUPPLIES</b>				
Copier Toner & Paper	\$2,114.05	\$2,177.47	\$2,242.80	\$2,310.08
Postage	\$168.57	\$173.63	\$178.84	\$184.20
Office Furniture	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Office Supplies	\$86.08	\$88.66	\$91.32	\$94.06
<b>TOTAL</b>	\$2,368.70	\$2,439.76	\$2,512.96	\$2,588.34
<b>INSURANCE</b>				
General Liability	\$11,311.15	\$11,767.46	\$12,309.55	\$12,951.74
Automobile Liability	\$154,946.73	\$162,454.99	\$170,331.48	\$178,594.42
Fidelity Bond/Crime Insurance	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Property Insurance	\$0.00	\$0.00	\$0.00	\$0.00
Crime Insurance	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$166,257.88	\$174,222.45	\$182,641.03	\$191,546.16

EXHIBIT A

	FY 2023-2024	FY 2024-2025	FY 2025-2026	Option Years
<b>OTHER INSURANCE EXPENSES</b>				
Deductibles	\$0.00	\$0.00	\$0.00	\$0.00
Claim Payments	\$0.00	\$0.00	\$0.00	\$0.00
Accident Investigations	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Performance Bonds	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>DRIVER WAGES</b>				
Revenue Service	\$472,214.12	\$490,928.01	\$512,486.60	\$546,292.89
New Hire Training	\$9,166.03	\$9,462.18	\$9,781.03	\$10,315.11
Retraining & Safety Meetings	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	\$481,880.15	\$500,390.19	\$522,267.63	\$556,608.00
<b>DRIVER BENEFITS</b>				
Vacation	\$16,140.94	\$17,513.31	\$20,492.03	\$24,144.67
Holiday	\$11,228.48	\$13,305.75	\$16,227.26	\$18,312.78
PTO	\$3,078.48	\$5,768.40	\$8,599.29	\$9,227.61
Medical/Dental Insurance	<b>\$49,381.11</b>	<b>\$51,818.32</b>	<b>\$55,445.60</b>	<b>\$59,326.80</b>
Life Insurance	\$1,558.25	\$1,598.43	\$1,639.75	\$1,682.24
401 (k)	\$7,525.13	\$7,891.12	\$8,347.29	\$8,955.96
Payroll Taxes	\$50,494.23	\$52,610.56	\$55,244.38	\$58,765.94
Workers' Compensation	<b>\$43,076.67</b>	<b>\$44,611.43</b>	<b>\$46,260.56</b>	<b>\$48,076.39</b>
<b>TOTAL</b>	\$182,483.29	\$195,117.32	\$212,256.16	\$228,492.39
<b>SCHED/DISP WAGES</b>				
Lead Dispatcher	\$0.00	\$0.00	\$0.00	\$0.00
Dispatchers	\$87,073.21	\$89,251.22	\$91,495.82	\$93,778.46
<b>TOTAL</b>	\$87,073.21	\$89,251.22	\$91,495.82	\$93,778.46
<b>SCHED/DISP BENEFITS</b>				
Vacation	\$5,493.00	\$5,630.40	\$5,772.00	\$5,916.00
Holiday	\$2,929.60	\$3,002.88	\$3,078.40	\$3,155.20
PTO	\$2,926.60	\$3,002.88	\$3,078.40	\$3,155.20
Medical/Dental Insurance	<b>\$10,554.83</b>	<b>\$11,075.76</b>	<b>\$11,851.06</b>	<b>\$12,680.64</b>
Life Insurance	\$215.70	\$221.23	\$226.92	\$232.78
401 (k)	\$1,033.47	\$1,059.32	\$1,085.96	\$1,113.05
Payroll Taxes	\$9,848.25	\$10,070.51	\$10,299.57	\$10,532.52
Workers' Compensation	<b>\$5,451.54</b>	<b>\$5,615.92</b>	<b>\$5,785.29</b>	<b>\$5,959.77</b>
<b>TOTAL</b>	\$38,455.99	\$39,678.90	\$41,177.60	\$42,745.16
<b>COMMUNICATIONS</b>				
Cell Phone	\$900.00	\$927.00	\$954.81	\$983.45
Misc.	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$900.00	\$927.00	\$954.81	\$983.45
<b>PROFIT</b>	\$49,591.31	\$51,591.93	\$53,968.57	\$56,784.14
<b>UNIFORMS</b>	\$3,368.54	\$3,469.60	\$3,573.69	\$3,680.90

EXHIBIT A

	FY 2023-2024	FY 2024-2025	FY 2025-2026	Option Years
<b>HIRING/TRAINING SAFETY</b>				
Recruiting	\$1,645.68	\$1,695.05	\$1,745.90	\$1,798.28
Background Checks	\$485.30	\$499.86	\$514.86	\$530.31
Pull Notice Program	\$0.00	\$0.00	\$0.00	\$0.00
Safety & Training Program	<b>\$740.66</b>	<b>\$762.88</b>	<b>\$785.76</b>	<b>\$809.34</b>
Drug & Alcohol Program	<b>\$659.99</b>	<b>\$679.78</b>	<b>\$700.18</b>	<b>\$721.18</b>
Physicals	\$864.59	\$890.53	\$917.25	\$944.76
<b>TOTAL</b>	<b>\$4,396.22</b>	<b>\$4,528.10</b>	<b>\$4,663.95</b>	<b>\$4,803.87</b>
<b>START-UP EXPENSES</b>				
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTHER</b>				
Business License	\$2,073.49	\$2,153.74	\$2,258.06	\$2,373.09
Vehicle Cleaning Supplies	<b>\$3,600.00</b>	<b>\$3,708.00</b>	<b>\$3,819.24</b>	<b>\$3,933.82</b>
Equipment Depreciation	<b>\$7,077.52</b>	<b>\$6,673.73</b>	<b>\$6,245.46</b>	<b>\$3,347.44</b>
Misc.	\$120,559.75	\$124,624.34	\$129,237.12	\$134,478.30
<b>TOTAL</b>	<b>\$133,310.76</b>	<b>\$137,159.81</b>	<b>\$141,559.88</b>	<b>\$144,132.65</b>
<b>GRAND TOTAL</b>				
	<b>\$1,433,268.31</b>	<b>\$1,489,828.24</b>	<b>\$1,556,409.91</b>	<b>\$1,634,029.79</b>

**Staffing Levels & Wages/Salaries (Full-Time)  
Fixed Route and ADA Paratransit**

**Employees whose regular scheduled bid is at least thirty-five (35)**

CONTRACTOR definition of full-time employee: hours in a workweek shall be classified as Regular Full-Time

Job Classifications	FY 2023-2024		FY 2024-2025		FY 2025-2026		FY 2026-2027		FY 2027-2028	
	No.	Scale								
Drivers	3	\$20.00	4	\$20.60	3	\$21.22	3	\$22.28	3	\$23.06
Drivers	0	\$20.50	1	\$21.12	1	\$21.75	0	\$22.84	0	\$23.64
Drivers	2	\$21.00	0	\$21.63	0	\$22.28	1	\$23.39	0	\$24.21
Drivers	2	\$22.00	1	\$22.66	0	\$23.34	0	\$24.51	0	\$25.37
Drivers	1	\$22.50	1	\$23.18	1	\$23.87	0	\$25.06	0	\$25.94
Drivers	1	\$23.00	1	\$23.69	2	\$24.40	1	\$25.62	0	\$26.52
Drivers	3	\$24.00	4	\$24.72	5	\$25.46	7	\$26.73	9	\$27.67
Drivers										
Drivers										
Dispatchers	2		2	\$23.46	2	\$24.05	2	\$24.65	2	\$25.27
Supervisors										
Office/Clerical Staff										
Trainers										
Other Managers	2	\$46.15	2	\$47.31	2	\$48.49	2	\$49.70	2	\$50.95

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.  
Health Insurance, Dental, Vision, 401k, Holiday Pay, Sick Pay, Vacation Pay based on years of service

No. FTE/full-time employees:	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
	16	16	16	16	16

Definitions: Full-time Equivalent (FTE) is calculated by dividing the total number of person hours by 2,080. Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

**Staffing Levels & Wages/Salaries (Part-Time)  
Fixed Route and ADA Paratransit**

Employees whose regular scheduled bid is less than thirty-five (35) hours in a

CONTRACTOR definition of **part-time** employee:  
workweek shall be classified as Regular Part-Time

Part-time Employees Job Classifications	FY 2023-2024		FY 2024-2025		FY 2025-2026		FY 2026-2027		FY 2027-2028	
	No.	Scale								
Drivers	3	\$20.00	2	\$20.60	2	\$21.22	1	\$22.28	1	\$23.06
Drivers	1	\$20.50	1	\$20.12	1	\$21.75	1	\$22.84	1	\$23.64
Drivers	2	\$21.00	1	\$21.63	1	\$22.28	1	\$23.39	1	\$24.21
Drivers	1	\$22.00	2	\$22.66	1	\$23.34	1	\$24.51	1	\$25.37
Drivers		\$22.50	1	\$23.18	2	\$23.87	1	\$25.06	1	\$25.94
Drivers		\$23.00		\$23.69		\$24.40	2	\$25.62	2	\$26.52
Drivers		\$24.00		\$24.72		\$25.46		\$26.73		\$27.67
Drivers										
Drivers										
Dispatchers										
Supervisors	1	\$23.50	1	\$24.09	1	\$24.69	1	\$25.31	1	\$25.94
Office/Clerical Staff										
Trainers										
Other										

Please list all benefits a **part-time** employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

401k, Sick Pay, Vacation Pay, based on years of service

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
No. of part-time employees:	8	8	8	8	8

Definitions: Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

**ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Ohio )  
 ) SS  
COUNTY OF Hamilton )

I W.C. Pihl (Name of party signing this Proposal), do depose and say: That I am the Proposer or authorized agent of the Proposer; and that I have read and agree to abide by this Request For Proposal which includes the following documents: Notice to Proposers, Attachments, and Proposal Response.

**PROPOSER:**

**PRINTED NAME OF PROPOSER:** W.C. Pihl

**TITLE:** Senior Vice President, Business Development

**FIRM:** First Transit, Inc.

**Address:** 720 E. Butterfield Rd. Suite 300

**City, State, Zip:** Lombard, IL 60148

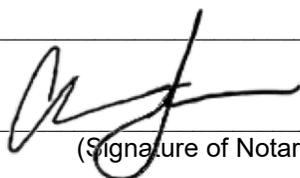
**Telephone:** 630.571.7070

**E-mail Address:** wc.pihl@transdev.com

  
(Signature of Proposer)

**DATED:** June, 13 2023

Signed and sworn (or affirmed) before me on this 13 day of June, 2023, by

  
(Signature of Notary)



Channelle Johnson  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
June 30, 2025  
(Notary Stamp)

**ATTACHMENT G**  
**FTA REQUIRED FEDERAL CLAUSES and FORMS**  
**(Contracts for Operations and Management greater than \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

**I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**II. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**III. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and

transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

#### **IV. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **V. TERMINATION PROVISIONS**

- 1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed

up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

## **VI. CIVIL RIGHTS (TITLE VI, EEO, & ADA)**

The following requirements apply to the underlying contract:

- 1) **Nondiscrimination** - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, , the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.
- 2) **Equal Employment Opportunity** – The bidder, and any and all subcontractors of the bidder, are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).

The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

- a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing

Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

- b. **Sex**—The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **VII. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is listed in the attached form (1.43%). **A separate contract goal has not been established for this project. The attached form is only required if a DBE is participating in a project.**

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

### **VIII. INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

### **VIX. DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION PROCEDURES**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

Through submission of the accompanying form, the bidder or proposer certifies as follows:

- 1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Carson City may pursue available remedies, including suspension and/or debarment.
- 2) The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
- 4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.
- 5) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
- 7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

#### **X. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.
- 3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.
- 5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **XI. LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49

CFR Part 20, "New Restrictions on Lobbying." Each tier of Contractor and Sub-Contractor certifies to the tier above that it will not and has not used Federal 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

By using the accompanying form and by signing the Contract, the undersigned certifies, to the best of his or her knowledge and belief, that:

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

## **XII. CLEAN AIR**

- (1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **XIII. CLEAN WATER**

- (1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **XIV. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

#### **XV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Reference Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

These requirements extend to all third-party contractors and their contracts at every tier. The Contract Work Hours and Safety Standards Act applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

- 1) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- 2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- 4) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.
- 5) For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- 6) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- 7) The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- 8) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### **XVI. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

- 1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
  - a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.
- 2) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

- 3) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### **XVII. CHARTER BUS REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation

### **XVIII. SCHOOL BUS REQUIREMENTS**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

### **XIX. DRUG AND ALCOHOL MISUSE AND TESTING**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 15 to the Nevada Department of Transportation. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **XX. ADA ACCESS**

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

### **XXI. VETERANS EMPLOYMENT**

To the extent practicable, Contractor agrees that it:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital

project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

Contractor also assures that its sub-contractor will:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **XXII. PRIVACY ACT REQUIREMENTS**

- 1) Applicability to Contracts: When CAMPO and/or RTC maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
- 2) Flow down Requirements: The Federal Privacy Act requirements flow down to each third-party contract/consultant and their contracts at every tier.
- 3) Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor/Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
  - a. The Contractor/Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Contractor/Consultant or its employees operate a system of records on behalf of the Federal Government. The Contractor/Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

## **XXIII. RIGHT TO PROTEST**

In accordance with the 'Instructions to Bidders', a Bidder may file a Notice of Protest regarding the awarding of the contract. Please refer to the separate attachment for Protest Procedures for FTA-Assisted Procurements.

## **XXIV. FORMS**

As included herein.

**\*\*Disadvantaged Business Enterprise (DBE) Race Neutral Goal 1.43%\*\***

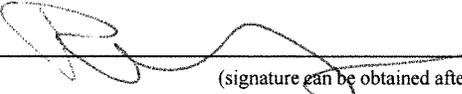
**To be filled out by contractor:**

**Title of Project:** Carson City-Public Transportation Operating Services **Advertise Bid #:** 23300358

**Base Bid / Proposal Amount:** \$ 7,817,853.34

W.C. Pihl, Senior Vice President- 6/12/2023  
**Contractor's Signature** **Date**

DBE Firm Name J.C.M & Associates, Inc. DBA Blue Goose Uniforms

Confirmation of DBE Participation   
(signature can be obtained after bid award is determined)

% of Base Bid: 0.23 % Approximate Amount of DBE's Portion: \$ 17,884.06

Firm Address: 5443 E. Washington Blvd. Commerce, CA 90040-2105

DBE Certification # & Expiration: NV 20043167 NVCP - August 1, 2023

Contact Person: Richard Crady Phone #: 800-543-3732

Scope of work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provision of Employee Uniforms**

\*\*\*Duplicate Form for Additional DBE Firms\*\*\*

**Office Use Only**

**Site Monitor:** \_\_\_\_\_ **Site Visit Date (s):** \_\_\_\_\_

**DBE Certification Verified:** Yes or No

1. Does it appear the DBE firm is performing the work specified?  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does it appear the DBE contractor is managing their portion of the project & using their employees?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does it appear the DBE contractor is providing the equipment for their items of work?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>J.C.M. &amp; Associates, Inc., DBA Blue Goose Uniforms</b>
OWNER	<b>MR. JOSE CORNEJO</b>
ADDRESS	<b>5443 E. Washington Blvd. Commerce, CA 90040-2105 <a href="#">[map]</a></b>
PHONE	<b>323-726-9040</b>
FAX	<b>323-726-8643</b>
EMAIL	<b><a href="mailto:richard@bluegooseuniforms.com">richard@bluegooseuniforms.com</a></b>
WEBSITE	<b><a href="http://www.bluegooseuniforms.com">http://www.bluegooseuniforms.com</a></b>
ETHNICITY	<b>Hispanic American</b>
GENDER	<b>Male</b>
COUNTY	<b>Los Angeles (CA)</b>

**Certification Information**

CERTIFYING AGENCY	<b>Nevada Department of Transportation</b>
CERTIFICATION TYPE	<b>DBE - Disadvantaged Business Enterprise</b>
CERTIFICATION DATE	<b>7/30/2022</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Uniform Sales and Corporate Apparel.</b>

**Commodity Codes**

Code	Description
NAICS 315990	Apparel Accessories and Other Apparel Manufacturing

**Additional Information**

WORK DISTRICTS/REGIONS	<b>All work districts/regions</b>
CERTIFYING AGENCY	<b>N - Nevada Department of Transportation</b>





P.O. Box 14912 • Oakland, CA 94614  
T. (877) 802-3394 • F. (510) 751-0780

# THANK YOU!

**Transaction Date**

05/17/2023 10:51 AM

**Order No.**

2553-57385

**Billed to**

First Transit, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
T. (630) 310-0784 ext.  
F. (630) 310-0784  
sally.stewart-mckinnie@firstgroup.com

**Project Name**

Carson City-Public Transportation Operating Services

**Project/Contract #**

RFP 23300257

## Transaction Summary

Silver Package	\$90.00
▪ Focus Journal Notice	
▪ Trade Journal Notice	
▪ 30 Faxes & Emails	
DBEGoodFaith Select	\$115.00
<b>TOTAL: \$205.00</b>	

**First Transit, Inc.**  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Tel: (630) 310-0784  
Fax: (630) 310-0784

## **Ad Proofs**

**Project Name:** Carson City-Public Transportation Operating Services

**Contract/Bid #:** RFP 23300257

**Awarding Agency:** Carson City Regional Transportation

# Focus Journal Ad

**Publication:** DBE GoodFaith (DBEGoodFaith.com)  
**Published On:** 05/17/2023 @ 10:51:31 AM Pacific  
**Expired On:** 06/06/2023 @ 11:59:59 PM Pacific  
**Message Notifications Sent To:** kristy.chauvin@transdev.com  
**Published At:** https://dbegoodfaith.com/item.php?item\_type=ads&ad\_adid=57385



## First Transit, Inc.

is seeking qualified DBEs

**Project Name**

**Carson City-Public Transportation Operating Services**

**Bid/Contract #**

**RFP 23300257**

**Awarding Agency**

**Carson City Regional Transportation**

**Project Location**

**Carson , Ormsby County, NV**

**Bid Date**

**06/06/2023 at 02:00**

**Project Details**

**We are soliciting quotes for employee uniforms, janitorial services and supplies, office supplies and furniture, recruiting, Vehicle Maintenance, Employee uniforms; OEM bus parts; Oil & lubricants; Bus towing; Accident repairs; Office supplies; Hazardous Waste Collection; Bus Wash supplies; Bus Repair; Shop Supplies; Bus Cleaning; Tires; On-site/off-site Drug and Alcohol Screening, Etc.**

**We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.**

### Get in Touch

Outreach Coordinator

**Kristy Chauvin**

Telephone

**(630) 310-0784**

Fax

**(630) 310-0784**

Address

**600 Vine Street, Suite 1400  
Cincinnati, OH 45202**

[Send Message »](#)

### Certification & Assistance

Nevada DBE Program

### Free DBE Resources

## Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

[Learn more »](#)

# Trade Journal Ad

**Publication:** DBE Journal (DBEJournal.com)

**Published On:** 05/17/2023 @ 10:51:31 AM Pacific

**Expired On:** 06/06/2023 @ 11:59:59 PM Pacific

**Published At:** [http://dbejournal.com/index.php?show\\_ad=57385&ad\\_project\\_name=Carson+City-Public+Transportation+Operating+Services&co\\_name=First+Transit%2C+Inc.](http://dbejournal.com/index.php?show_ad=57385&ad_project_name=Carson+City-Public+Transportation+Operating+Services&co_name=First+Transit%2C+Inc.)

## First Transit

Outreach Coordinator

Kristy Chauvin

Contact Information

600 Vine Street, Suite 1400  
Cincinnati, OH 45202

Telephone

(630) 310-0784

Fax

(630) 310-0784

## First Transit, Inc. is seeking qualified DBEs

Project Name

Carson City-Public Transportation Operating Services

Bid/Contract #

RFP 23300257

Awarding Agency

Carson City Regional Transportation

Project Location

Carson , Ormsby County, NV

Bid Date

06/06/2023 at 02:00

Project Details

We are soliciting quotes for employee uniforms, janitorial services and supplies, office supplies and furniture, recruiting, Vehicle Maintenance, Employee uniforms; OEM bus parts; Oil & lubricants; Bus towing; Accident repairs; Office supplies; Hazardous Waste Collection; Bus Wash supplies; Bus Repair; Shop Supplies; Bus Cleaning; Tires; On-site/off-site Drug and Alcohol Screening, Etc.

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

# Tweet

**Published On:** 05/17/2023 @ 10:54:50 AM Pacific

**Published At:** <https://twitter.com/dbegoodfaith/status/1658893856606232584>

*PLEASE NOTE - The image below is a representation of what your tweet may look like. The appearance of your tweet can vary depending on a variety of factors, including the type of device the tweet is displayed on and Twitter's internal settings. For a real-time copy of your tweet, please use the link provided above to view on Twitter.com & print the screen from your browser. You do not need a Twitter account to view or print this tweet.*



The image is a screenshot of a tweet from the account DBEGoodFaith.com (@dbegoodfaith). The tweet text reads: "First Transit, Inc. is seeking DBEs in Carson - [dbegoodfaith.com/item.php?item\\_...](https://dbegoodfaith.com/item.php?item_...)". Below the text is a large blue graphic with the words "First Transit" in a bold, sans-serif font. The tweet is timestamped "10:54 AM - May 17, 2023" and includes icons for reply, retweet, and like. The account name and handle are displayed at the top left, and a "Follow" button is at the top right.

**First Transit, Inc.**  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Tel: (630) 310-0784  
Fax: (630) 310-0784

## **e-Response Log**

**Project Name:** Carson City-Public Transportation Operating Services

**Contract/Bid #:** RFP 23300257

**Awarding Agency:** Carson City Regional Transportation

### **Log Details**

- If applicable, this log contains messages sent to First Transit, Inc. regarding this project through the online focus journal advertisement published at [https://www.dbegoodfaith.com/good-faith-ad.php?ad\\_adid=57385&co\\_name=First+Transit%2C+Inc](https://www.dbegoodfaith.com/good-faith-ad.php?ad_adid=57385&co_name=First+Transit%2C+Inc).
- If applicable, this log contains replies to faxes First Transit, Inc. sent regarding this project sent through DBEGoodFaith.com. Fax recipients use the unique code listed on their fax invitation to reply at [www.dbegoodfaith.com/respond](http://www.dbegoodfaith.com/respond).

Company	Message
<b>A &amp; A Uniforms, Inc.</b> Tel: 7022511971 Fax: AAUNIFORMLV2@LVCOXMAIL.COM	Sent on 05/28/2023 - We're interested, please send us plans / specs / contract docs. We're interested in providing a quote for employee uniforms. Please provide only the information on the uniform requirements.  <i>This message was sent as a reply to the ads / email invite.</i>
<b>A&amp;A Uniforms, Inc.</b> Tel: 7022511971 Fax: AAUNIFORMLV2@LVCOXMAIL.COM	Sent on 05/18/2023 - We're interested, please contact us directly. Please contact us regarding the uniform items that you are interested in receiving a quote for.  <i>This message was sent as a reply to the ads / email invite.</i>
<b>Integrated Image Inc.</b> Tel: 8883455540 Fax: DeilynN@iimageinc.com	Sent on 06/05/2023 - We're interested, please contact us directly.  <i>This message was sent as a reply to the ads / email invite.</i>
<b>LJ's Cleaning Solutions, LLC</b> Tel: 6023273838 Fax: jerry@ljscleaningsolutions.com	Sent on 05/17/2023 - Yes, we'll send you a bid. Hello Kristy, Jeremy will be working on this. Jeremy email is  Jeremy@ljscleaningsolutions.com 602-799-1139  <i>This message was sent as a reply to the ads / email invite.</i>

**First Transit, Inc.**  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Tel: (630) 310-0784  
Fax: (630) 310-0784

## **Email & Fax Solicitation Log**

**Project Name:** Carson City-Public Transportation Operating Services

**Contract/Bid #:** RFP 23300257

**Awarding Agency:** Carson City Regional Transportation

### **Log Details**

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
<b>4TRANSIT INC.</b> 333 S GRAND AVE SUITE 3310 LOS ANGELES, CA 90071 Tel: 5623952713 Fax: None Listed TEAM@4TRANSIT.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>A &amp; A UNIFORM CO INC</b> 3111 S VALLEY VIEW BLVD, SUITE A-106 LAS VEGAS, NV 89102 Tel: 7022511971 Fax: 7022519131 AAUNIFORMLV2@LVCOXMAIL.COM Cert: DBE	05/17/2023 12:02 pm PST Failed	05/17/2023 11:42 am PST Delivered
<b>ABT PRODUCTS &amp; SERVICES, LTD.</b> 37 NEWTOWN RD. PLAINVIEW, NY 11803 Tel: 6314211500 Fax: 6314211510 LHORCHOS@ABT-PRODUCTS.COM Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>ARMAND RESOURCE GROUP, INC</b> 1 UNIVERSITY PLAZA, STE 314 HACKENSACK, NJ 7601 Tel: 2013578725 Fax: 2011111111 GJENIFER@ARGDIVERSITY.COM Cert: DBE	05/17/2023 11:58 am PST Failed	05/17/2023 11:42 am PST Delivered
<b>CAPP UNIFORMS SERVICES INC</b> 4201 LONG BEACH BLVD, 400 LONG BEACH, CA 90807 Tel: 8662150548 Fax: 8772756599 ADMIN@CAPPSERVICES.ORG Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered

<b>CC CLEANING SERVICE, LLC</b> 9115 HUMMER DRIVE RENO, NV 89521 Tel: 7758430698 Fax: None Listed CCCLEANINGNV@GMAIL.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>CHARLES MCNEIL</b> PO BOX 40916 RENO, NV 89504 Tel: 7753594422 Fax: 7753592207 CNTMCNEIL@SBCGLOBAL.NET Cert: DBE	05/17/2023 11:46 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>DIRECT SOURCE PROCUREMENT LLC</b> 1942 MOON CACTUS LAS VEGAS, NV 89123 Tel: 7029858068 Fax: 7020000000 SALES@DIRECTSOURCEPROCUREMENT.COM Cert: DBE	05/17/2023 11:59 am PST Failed	05/17/2023 11:42 am PST Delivered
<b>DLR DISTRIBUTORS, INC.</b> MAIL: P O BOX 870146 STONE MOUNTAIN, GA 30087 Tel: 7709357319 Fax: 7709359561 DENNIS@DLRDISTRIBUTIONS.COM Cert: DBE	05/17/2023 11:52 am PST Failed	05/17/2023 11:42 am PST Bounced
<b>EXCEL CLEANING SERVICES</b> 570 W. CHEYENNE AVENUE, SUITE 10 NORTH LAS VEGAS, NV 89030 Tel: 7022909398 Fax: 7026646230 LORENZOREED@GMAIL.COM Cert: DBE	05/17/2023 11:46 am PST Successful	05/17/2023 11:42 am PST Delivered

<b>GARRISON WALKER GROUP, INC.</b> 841 APOLLO ST, STE 324 EL SEGUNDO, CA 90245 Tel: 9496773683 Fax: 9493662337 INFO@GWALKERGROUP.COM Cert: DBE	05/17/2023 11:46 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>GERMZ BE GONE LC</b> 401 RYLAND AVE, SUITE 200A RENO, NV 89502 Tel: 7256962739 Fax: None Listed LYNDON@GERMZBEGONE.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>HAZCORE ENVIRONMENTAL INC</b> 7181 N HUALAPAI WAY STE 130 LAS VEGAS, NV 89166 Tel: 7023751864 Fax: None Listed LOUIS.ESCOBAR@HAZCOREINC.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>J.C.M. &amp; ASSOCIATES, INC.</b> 5443 E. WASHINGTON BLVD. COMMERCE, CA 90040 Tel: 3237269040 Fax: 3237268643 RICHARD@BLUEGOOSEUNIFORMS.COM Cert: DBE	05/17/2023 11:53 am PST Failed	05/17/2023 11:42 am PST Delivered
<b>JAMISON PROFESSIONAL SERVICES</b> 2821 S. PARKER RD #505 AURORA, CO 80014 Tel: 7204290738 Fax: 7202823558 TONY@JAMISONTRANSPORTATIONPRODUCTS.COM Cert: DBE	05/17/2023 12:03 pm PST Failed	05/17/2023 11:42 am PST Delivered

<b>JIREH INDUSTRIAL INC.</b> 6895 E. LAKE MEAD BLVD#6-117 LAS VEGAS, NV 89156 Tel: 7025876395 Fax: None Listed STEVE.SALINAS@JIREH-INDUSTRIAL.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>JUAN M GARCIA</b> 1000 BIBLE WAY # 40 RENO, NV 89502 Tel: 7753917250 Fax: None Listed CITYWIDEBIZ@ICLOUD.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>LJ'S CLEANING SOLUTIONS, LLC</b> 1619 SOUTH 59TH AVE PHOENIX, AZ 85043 Tel: 4802195167 Fax: 6023747480 JERRY@LJSCLEANINGSOLUTIONS.COM Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>LYKINS PROFESSIONAL APPAREL, LLC</b> 4055 SPENCER STREET, SUITE 110 LAS VEGAS, NV 89119 Tel: 7027783009 Fax: 7027783013 DAWN.LPALV@GMAIL.COM Cert: DBE	05/17/2023 12:00 pm PST Failed	05/17/2023 11:42 am PST Delivered
<b>MAAS SOLUTIONS GROUP,LLC</b> 2850 W HORIZON RIDGE PKWY, #200 HENDERSON, NV 89052 Tel: 7028031360 Fax: None Listed ANDREAS@MAASSOLUTIONSGROUP.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered

<b>PRETIGE CLEANING SERVICES, INC.</b> 1113 EMANUEL ST HENDERSON, NV 89002 Tel: 7023512739 Fax: None Listed INFO@PCS.VEGAS Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>RGD DEVELOPMENT LLC</b> 2325 WESTERN AVENUE, SUITE 6 LAS VEGAS, NV 89102 Tel: 7025333037 Fax: None Listed DAWN@RGDLV.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered
<b>STRIDE, INC.</b> 1021 CARLISLE BLVD., SE ALBUQUERQUE, NM 87106 Tel: 5052323201 Fax: 5052323204 KERRY@STRIDEWRITE.COM Cert: DBE	05/17/2023 12:04 pm PST Failed	05/17/2023 11:42 am PST Delivered
<b>SVI, INC.</b> 440 MARK LEANY DRIVE HENDERSON, NV 89011 Tel: 7025675256 Fax: 7025673020 RACHEL.DRENK@SPECIALTYVEHICLES.COM Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>T AND S DVBE, INC.</b> PO BOX 608 ANDERSON, CA 96007 Tel: 5302505875 Fax: 5304662613 TAREN@TANDSDVBE.COM Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered

<b>THE RIGHT CHOICE CONSTRUCTION CLEAN UP</b> 66 CHURCH ST HENDERSON, NV 89015 Tel: 7025917020 Fax: 7024634892 LEROYJBELLJR@GMAIL.COM Cert: DBE	05/17/2023 11:59 am PST Failed	05/17/2023 11:42 am PST Delivered
<b>TOP NOTCH UPHOLSTERY &amp; TRANSIT SERVICES</b> 5639 W 109TH CIR WESTMINSTER, CO 80020 Tel: 7206291321 Fax: 3039277888 GONZALES6184@COMCAST.NET Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>TRANSPORT CARE SERVICES LLC</b> 652 BUSH RIVER RD. STE., 211 COLUMBIA, SC 29210 Tel: 8036619662 Fax: 8036619662 CPLAND@TRANSPORTCARESERVICES.COM Cert: DBE	05/17/2023 11:54 am PST Failed	05/17/2023 11:42 am PST Delivered
<b>VERTICAL IDENTITY BACKGROUND SCREENING &amp; DRUG TESTING</b> POST OFFICE BOX 74554 PHOENIX, AZ 85087 Tel: 6028991606 Fax: 6028991698 SARAH@VERTICALIDENTITY.COM Cert: DBE	05/17/2023 11:47 am PST Successful	05/17/2023 11:42 am PST Delivered
<b>WEST COAST FLAGGING &amp; STRIPING, LLC</b> 1101 ELEANOR AVENUE LAS VEGAS, NV 89106 Tel: 7022756074 Fax: None Listed SWTLOUCOLLINS@GMAIL.COM Cert: DBE	n/a	05/17/2023 11:42 am PST Delivered

**Certification Regarding Debarment, Suspension, and Other Responsibility  
Matters Form  
(Contracts over \$25,000)**

The contractor certifies, that neither it nor its "principals" as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date

---

Print Name of Authorized Official

---

Title

---

Signature of Authorized Official

---

Company Name

---

Company Address

---

## CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FIRM is:    1. Corporation (    )    2. Partnership (    )    3. Sole Owner (    )  
               4. Association (    )    5. Other (    ) \_\_\_\_\_

### DISCLOSURE QUESTIONS

The following definitions of terms should be used in answering the questions set forth below:

- a.     **“Board member.”** A member of any Board, Committee, or Commission appointed by the City.
- b.     **“Employee.”** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
- c.     **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d.     **“Official.”** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
- e.     **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1.       State the names of each “employee” of the City having an “ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named “firm.”

Name	Title	Department

2.       State the name of each “official” of the City having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Title	Department


3. State the names of each “board member” of the City Boards, Committees or Commissions having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Board, Commission, or Committee

**Lobbying Form**  
**For contracts over \$100,000**  
**31 U.S.C. 1352**  
**2 CFR Part 200 Appendix II (I) 49 CFR Part 20**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_,  
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date

\_\_\_\_\_

Print Name of Authorized Official

\_\_\_\_\_

Title

\_\_\_\_\_

Signature of Authorized Official



\_\_\_\_\_

Company Name

\_\_\_\_\_

Company Address

\_\_\_\_\_

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

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

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Proposer  
(Signature) WC [Signature]

Proposer  
(Print Name) \_\_\_\_\_

Position  
with Company \_\_\_\_\_

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

### Unique Entity ID

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

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

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

Enter Prime Contractor UEI Number:

Enter all Sub-Contractor UEI Numbers:



# FIRST TRANSIT, INC.

Unique Entity ID <b>LLRDZPNG67M1</b>	CAGE / NCAGE <b>1LK13</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 27, 2024</b>	
Physical Address <b>600 Vine ST STE 1400 Cincinnati, Ohio 45202-2426 United States</b>	Mailing Address <b>600 Vine STREET, Suite 1400 Cincinnati, Ohio 45202-2400 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Ohio 01</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>May 2, 2023</b>	Submission Date <b>Apr 28, 2023</b>	Initial Registration Date <b>Mar 28, 2002</b>
---------------------------------------	--	--

## Entity Dates

Entity Start Date <b>Sep 16, 1969</b>	Fiscal Year End Close Date <b>Jun 30</b>
--	---

## Immediate Owner

CAGE <b>9ALA4</b>	Legal Business Name <b>FIRST TRANSIT BIDCO, INC.</b>
----------------------	---

## Highest Level Owner

CAGE <b>FB8B3</b>	Legal Business Name <b>TRANSDEV GROUP</b>
----------------------	--

## Executive Compensation

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

## Proceedings Questions

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

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

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

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Foreign Owned</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reqs & 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 <b>No</b>	Debt Subject To Offset <b>No</b>
---	-------------------------------------

EFT Indicator <b>0000</b>	CAGE Code <b>1LK13</b>
------------------------------	---------------------------

**Points of Contact****Electronic Business**

♀ Beverly Wedin	720 E. Butterfield Road Suite 300 Lombard, Illinois 60148 United States
--------------------	--

**Government Business**

♀ Randall Lewis	720 E. Butterfield Road Suite 300 Lombard, Illinois 60148 United States
--------------------	--

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>485113</b>	<b>Bus And Other Motor Vehicle Transit Systems</b>
	<b>485119</b>	<b>Other Urban Transit Systems</b>
	<b>485210</b>	<b>Interurban And Rural Bus Transportation</b>
	<b>485991</b>	<b>Special Needs Transportation</b>

**Disaster Response**

This entity does not appear in the disaster response registry.

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## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Casey Sylvester, Transportation/Traffic Engineer

**Agenda Title:** For Possible Action - Discussion and possible action regarding the submission of a 2024 Federal Lands Access Program (“FLAP”) grant application to the Federal Highway Administration (“FHWA”) for \$6,361,000, including \$410,000 in local match, to complete the Ash Canyon Road and Trailhead Project (“Project”).

Staff Summary: FHWA is requesting FLAP grant applications for transportation projects that provide access to, are adjacent to, or are located within federal lands. Staff is seeking approval to submit a grant application for the Project in the amount of \$6,361,000. The FLAP grant application does not require local match; however, proposals with matching funds are viewed favorably by the review committee and staff propose committing \$410,000, which equates to a 6.4% match rate, from various local funds for the application. FLAP grant applications will be accepted through July 15, 2024.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

### Proposed Motion

I move to approve the submission of the FLAP grant application as presented.

### Board's Strategic Goal

N/A

### Previous Action

N/A

### Background/Issues & Analysis

FHWA announced the opening of the 2024 FLAP funding cycle on April 8, 2024. Applications are submitted as transportation projects, however additional elements, such as trailhead improvements with parking lots and restrooms, may be included in a project. The Project will reconstruct Ash Canyon Road between the intersection of Winnie Lane and the end of the paved section west of the Wellington subdivision. The Project will also improve stormwater facilities along Ash Canyon Road, improve multi-modal accessibility, and construct a trailhead parking lot with a vault toilet on Carson City owned property located near the existing water tanks on Ash Canyon Road. This Project will remove the drainage dips on the unpaved segment of road and provide a bike lane along Ash Canyon Road going up the hill to the west. The estimated cost of the Project is \$6,361,000.

Ash Canyon Road, classified as a collector road, has a pavement condition rating of “Fair” to “Poor”

between Winnie Lane and Wellington West. The portion of Ash Canyon Road west of the developed area consists of compacted grindings with large dips used to control stormwater. These dips are common complaints of users of the Ash Canyon area. Ash Canyon Road experiences frequent stormwater challenges as the existing stormwater infrastructure is insufficient to convey the required flows with water spilling on the paved road or into adjacent properties. Ash Canyon Road is also popular for pedestrian and bicycle recreation activities and the Project intersects with the Route 395 bike route at Longview Drive.

The Project is a joint effort with the Carson City Parks, Recreation, and Open Space Department (“PROS”) because of the connection to federal lands. The Ash Canyon area is the focal point for singletrack trail recreation on the west side of Carson City and it hosts many miles of regionally popular trails. Currently, there is no developed trailhead in the Ash Canyon area, and only one developed trailhead on the west side of Carson City, the Kings Canyon Trailhead. The trails in Ash Canyon provide access to U.S. Forest Service lands and the Spooner Lake and Backcountry Nevada State Park. Two nationally recognized local trails may be accessed from Ash Canyon: the Ash-to-Kings Trail and the Capital-to- Tahoe Trail, which together provide direct connectivity with the Tahoe Rim Trail and indirect connectivity with the Pacific Crest Trail.

A developed Ash Canyon Trailhead with standard amenities like a vault toilet and ADA accessible parking spaces is often requested by recreationists in Carson City. A developed Ash Canyon Trailhead would address sanitation issues that are found at existing locations, as well as reduce concerns from residents on Foothill Drive about parking near their property and driveways.

Staff are seeking approval to submit the FLAP grant application to the FHWA for the Project. The FLAP grant application would request \$5,951,000 in federal grant funding, with a total local match of \$410,000, for a Project total of \$6,361,000. Matching funds are proposed to come from a variety of sources including \$150,000 from the Regional Transportation Fund, \$200,000 from the Stormwater Drainage Fund, and \$60,000 from PROS Quality of Life Fund.

Carson City has previously been awarded FLAP grants for the Kings Canyon Trailhead Project (completed 2022) and for Sierra Vista Lane Project (completed 2017). The Project is anticipated to be constructed in 2027 or 2028.

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

Carson City Grant Policy, NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

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

For revenue: Regional Transportation Fund, Federal Grants / 2503082 – 431010.

For expenses: Regional Transportation Fund, Infrastructure Capital / 2503035 – 507102; Stormwater Drainage Fund, Infrastructure Capital / 5053705 – 507102; Quality of Life – Open Space, Undesignated / 2545047-507199.

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If approved and awarded the grant by FHWA, a project number will be established. Expenses will be distributed across multiple fiscal years, and matching funds will be budgeted as part of future year capital improvement program budgets. The \$410,000 in matching funds

for the Project will be transferred to 507010 in the retrospective funds from the following accounts: \$150,000 from the Regional Transportation Fund, Infrastructure Capital account, 2503035-507102 in fiscal year (“FY”) 2026; \$200,000 from the Stormwater Drainage Fund, Infrastructure Capital account, 5053705-507102 in FY 2027; and \$60,000 from the Quality of Life – Open Space, Undesignated account, 2545047-507199 in FY 2025 and pending approval by the Carson City Board of Supervisors. It is anticipated that there will be available funding in the both the Regional Transportation Fund and Stormwater Drainage Fund during future fiscal years if the grant is awarded.

**Alternatives**

Do not approve the item and provide additional direction to staff.

**Attachment(s):**

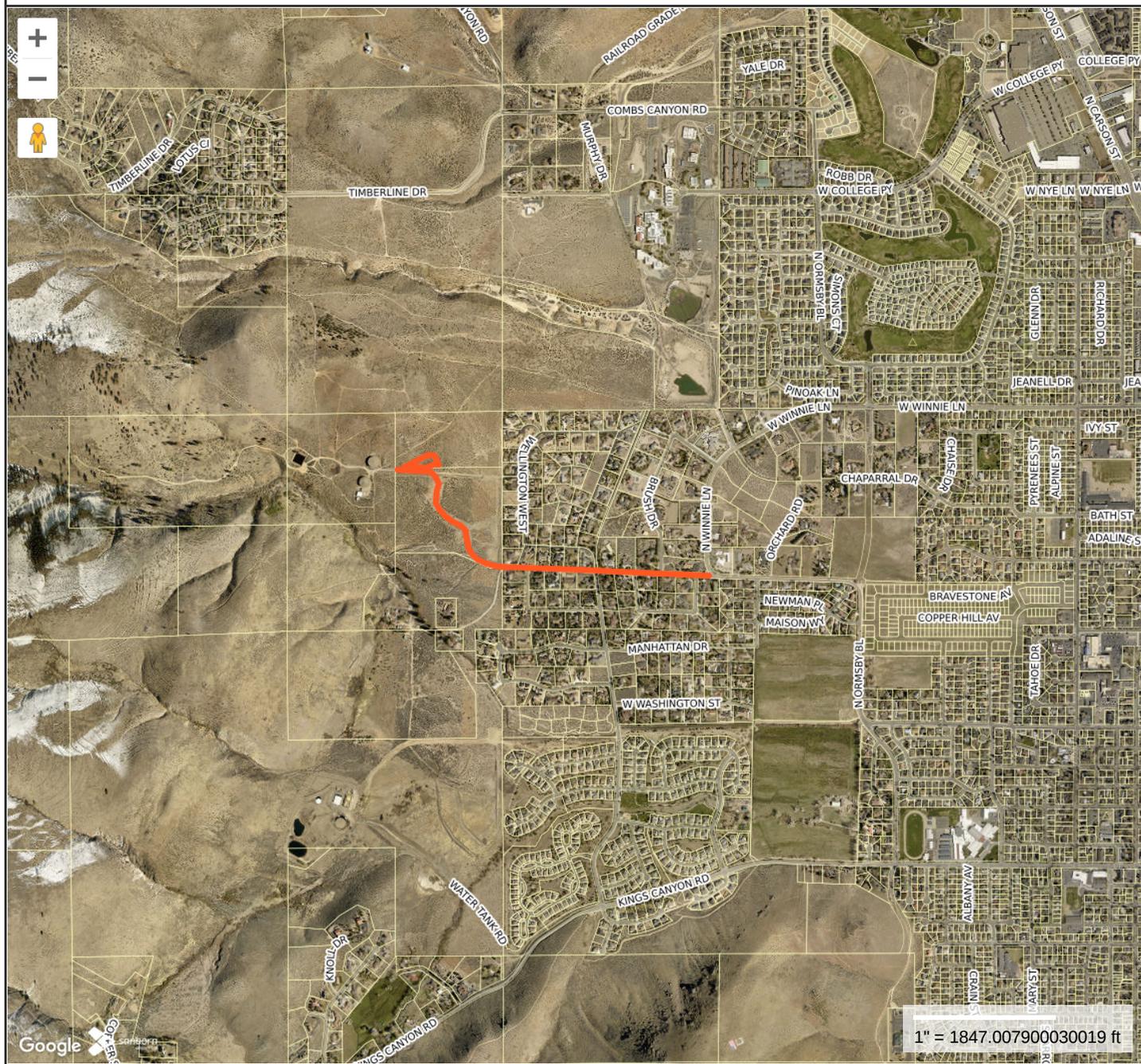
[5F\\_RTC\\_Exhibit 1 - Ash Canyon FLAP Project Map.pdf](#)

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

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

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### Exhibit 1: Ash Canyon FLAP Project Map



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

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

Geometry updated daily  
Data updated daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

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# STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** Transportation Manager's 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**

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

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

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# STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** July 10, 2024

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title:** May 2024 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\\_Exhibit 1 - Street Operations Report.pdf](#)

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** July 10, 2024  
**To:** Regional Transportation Commission  
**From:** Greg King, Street Supervisor  
**Date Prepared:** June 5, 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 May 2024

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	690
Street Patching Operation (tons of asphalt)	33	622.25
Pot Holes Repaired	38	1569

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	33	237
Tree Removal	4	48
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)	2751	13,331

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	41.25	383
Curb & Gutter (linear feet)	269	2,070
Sidewalk & Flat Work (sq/ft)	1,415	15,021
Wheel Chair Ramps	1	1
Misc.	0	40

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	357
Shoulder Work on Asphalt Roads (feet)	2,424	8,273
Debris Cleaned	0	507

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	400	1,996
Lineal foot of ditch cleared	98	6,861
Pipe Hydro Flushed (linear feet)	0	3,251

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	631.5	6,223
Material Picked Up (yards)	323	4,277
City Parking Lots Swept	2	11

#### Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	38	376
Bins Hauled for Sweeping Operation (yards)	36	436
Equipment Transported for other Departments	0	0

#### Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	43
Changed Lamp Post Banners	1	1
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

#### Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	40	271
Signs Replaced	37	148
Sign Post Replaced	7	50
Signs Refurbished/Replaced due to Graffiti Damage	0	5
Delineators Replaced	5	97
Cross Walks Painted	28	130
Stop Bars Painted	34	114
Yield Bars Painted	15	64
Right Arrows Painted	2	13
Left Arrows Painted	30	42
Straight Arrows Painted	2	5
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	15	82
Curb Painted (linear feet)	1213	11213

#### 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	28	193
Material removed from S/D system	1.5	7.5
Wind	0	1

## 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	3,678,204
MAY	3,842,911	4,130,816	4,018,183	
JUN	3,852,788	4,050,725	4,057,802	
Total Year Gallons	42,545,212	45,191,290	45,797,897	37,119,570

Gasoline Revenues				
Fuel Tax Revenue County Option 9¢ (RTC)	\$ 3,744,017	\$ 3,984,482	\$ 3,940,048	\$ 3,255,525
County option motor vehicle fuel tax 6.35¢ (Street Operations)	\$ 1,785,524	\$ 1,878,929	\$ 1,873,632	\$ 1,539,324

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	943,427
MAY	1,056,097	1,218,200	1,067,394	
JUN	1,077,333	1,188,536	1,047,908	
Total Year Gallons	11,367,209	12,647,915	11,678,719	9,385,331
Diesel 5 cent Tax Revenue	\$ 482,871	\$ 517,403	\$ 661,577	\$ 368,321

Basic City County Relief Tax (BCRT) 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	
Sales Tax, Voter Approved 0.25%	\$ 3,811,925	\$ 3,913,016	\$ 3,953,601	\$ 3,101,239

## 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	\$ 48,300.00	Ormsby Blvd	
24	\$ 475,000.00	Saliman/Robinson Signal	
24	\$ 100,700.00	N.Carson/Silver Oak	
Varies	\$ 275,700.00	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	\$ 124.65		
JUN			
<b>Total</b>	<b>\$ 467.14</b>		

Capital Sanitation/Street Repairs				
	FY2022	FY2023	FY2024 <sup>1</sup>	
<b>Total</b>	<b>\$ 346,974</b>	<b>\$ 361,363</b>	<b>\$ 280,446</b>	

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