

**NOTICE OF PUBLIC MEETING OF THE
CARSON CITY REGIONAL TRANSPORTATION COMMISSION
WEDNESDAY, AUGUST 12, 2015**

**(This meeting will begin immediately after the adjournment
of the CAMPO meeting, which begins at 4:30 P.M.)**

**COMMUNITY CENTER- SIERRA ROOM
851 EAST WILLIAM STREET
CARSON CITY, NEVADA**

NOTE: The Carson City Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson City Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on August 10, 2015).

For more information regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

AGENDA

A. ROLL CALL AND DETERMINATION OF A QUORUM

B. PUBLIC COMMENT: Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on matters related to the Regional Transportation Commission. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

C. For Possible Action: APPROVAL OF MINUTES

C-1 For Possible Action: Action to approve the minutes of the June 10, 2015 meeting.

D. AGENDA MANAGEMENT NOTICE: Items on the agenda may be taken out of order; RTC may combine two or more agenda items for consideration; and RTC may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

E. DISCLOSURES: Any member of the Commission that may wish to explain any contact with the public regarding an item on the agenda or business of the Commission.

F. PUBLIC MEETING ITEMS:

F-1 For Possible Action: To determine the selection of the eligible governmental agency or non-profit organization to which retired JAC Bus 4228 will be donated.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being donated to an eligible governmental agency or non-profit organization. A total of two applications were received: one from the Carson City Boxing Club, and one from Nye Communities Coalition, both of which are non-profit agencies.

F-2 Information from NDOT regarding the recently passed SB144, which modified state law regarding several traffic safety issues.

Staff Summary: NDOT staff will provide information to the RTC regarding the Department's efforts to promote consistency and uniformity in the application of the provisions of SB 144.

F-3 Information on the status of the Federal Lands Access Program (FLAP) grant application submitted in May, for the reconstruction of 2.5 miles of Sierra Vista Lane including three recreational improved parking areas.

Staff Summary: The Carson City FLAP grant application, worth approximately two million dollars has been tentatively approved. Final approval and a construction schedule should be announced in October, upon completion of a project scoping report.

F-4 Information on the introduction of a student taxicab voucher program between Western Nevada College (WNC), Capital Cab Company, Inc., and the Jump Around Carson (JAC) Transit System.

Staff Summary: Due to the level of use of the 2014/2015 WNC bus services, JAC Transit is implementing a taxicab voucher program to provide transportation to students in need. Users of the 2014/2015 bus service and WNC staff found the services to be invaluable in getting students home safely. The program will partner with Capital Cab Company, which operates regular and handicap accessible vehicles.

F-5 For Possible Action: To approve Amendment 1 to Cooperative (LPA) Agreement No. PR165-14-063 between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the East William Street Shared Use Path Project.

Staff Summary: An amendment to the agreement is required to increase the amount of grant funding available for the project due to the contract amount awarded to the winning bidder being higher than the original cost estimate.

F-6 For Possible Action: To approve Amendment No. 5 to Contract No. 0910-182 with MV Transportation to exercise the third and final of three (3) one-year options for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2015 to September 30, 2016, for a total cost of \$701,802.00.

Staff Summary: Contract No. 0910-182, approved by RTC on July 14, 2010, was a three-year contract that expired on September 30, 2013. The original contract provided for three (3) one-year extensions that could be exercised by RTC. On June 10, 2015, RTC approved Amendment 4, which increased the estimated total service hours due to the additional hours of service provided by JAC beginning in September of 2014. Amendment No. 5 would include these additional service hours for the final contract option year, as well as an increase of 1.9% to the overall annual cost.

F-7 For Possible Action: To approve Contract No. 1516-018 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Ecolane USA, Inc., to provide Transit Service Software and Support Software for the Jump Around Carson's (JAC) bus system through December 17, 2017, for a not to exceed amount of \$69,666.00 with two (2) additional two (2) year maintenance options at \$6,500 per year to be reimbursed by Federal Transit Administration (FTA) 5307 grant funds at a rate of 80%.

Staff Summary: Staff is requesting approval of a contract with Ecolane USA, Inc. for transit service software and software support. The software will provide operations and administrative support to Jump Around Carson's (JAC) bus system, including its dial-a-ride program that provides transportation for individuals with disabilities. Development of the customized software and implementation, including staff training, will take several months. The new software will go into effect on December 17, 2015, and will have performance advantages from the current software provider. JAC will terminate the current software provider's contract on December 31, 2015, allowing for an overlap in contracts to ensure JAC operations have continued use of transit software during this transition. Additionally, the City is contracting separately with Bishop Peak Technology, as a complementary contract, to provide mobile applications for transit customers and additional administrative analytical software for JAC operations.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)

G-1 Street Operations Report – June 2015

Staff Summary: Monthly Status Report for the Commission's information.

G-2 Project Status Report

Staff Summary: Monthly Status Report for the Commission's information.

G-3 Future Agenda Items

H. COMMISSION COMMENTS: Status reports and comments from the members of the Regional Transportation Commission.

I. **PUBLIC COMMENT:** Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

J. For Possible Action: **ADJOURNMENT**

The next regular meeting is tentatively scheduled for Wednesday, September 9, 2015, immediately after the adjournment of the CAMPO meeting, which begins at 4:30 p.m., at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
before 5:00 p.m. on Thursday, August 6, 2015:
CITY HALL, 201 North Carson Street
CARSON CITY LIBRARY, 900 North Roop Street
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street
CARSON CITY PUBLIC WORKS, 3505 Butti Way
PLANNING DIVISION, 2621 108 E. Proctor Street
City Website, www.carson.org/agendas
State Website, <https://notice.nv.gov>

DRAFT MINUTES
Regular Meeting
Carson City Regional Transportation Commission
Wednesday, June 10, 2015 ● 4:49 PM
Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Commission Members

Chairperson – Brad Bonkowski Vice Chair – Jim Smolenski
Commissioner – Robert Crowell Commissioner – Mark Kimbrough
Commissioner – Robert McQueary

Staff

Darren Schulz, Public Works Director
Patrick Pittenger, Transportation Manager
Graham Dollarhide, Transit Coordinator
Jennifer Mayhew, Deputy District Attorney
Tamar Warren, Deputy Clerk/Recording Secretary

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

An audio recording of this meeting is available on www.Carson.org/minutes.

A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:49:01) – Chairperson Bonkowski called the meeting to order. Roll was called and a quorum was present.

Attendee Name	Status	Left
Chairperson Brad Bonkowski	Present	
Vice Chairperson Jim Smolenski	Absent	
Commissioner Robert Crowell	Present	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Present	

B. PUBLIC COMMENT (4:49:33) – None.

C. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

C-1 FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE APRIL 8, 2015 MEETING.

(4:49:37) – MOTION: I move to approve the minutes of the April 8, 2015 RTC meeting as amended.

RESULT:	APPROVED (4-0-0)
MOVER:	Crowell
SECONDER:	Kimbrough
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

D. AGENDA MANAGEMENT NOTICE

(4:50:52) – Chairperson Bonkowski requested hearing item F-6 immediately after item F-1 and before item F-2.

E. DISCLOSURES

(4:51:16) – None.

F. PUBLIC HEARING ITEMS

F-1 FOR POSSIBLE ACTION: TO ADOPT RESOLUTION 215-RTC-R-1, A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS TO ISSUE HIGHWAY REVENUE REFUNDING BONDS IN THE AMOUNT NECESSARY TO EFFECT THE REFUNDING PROJECT; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE THEREOF.

(4:51:21) – Chairperson Bonkowski introduced the item.

(4:51:40) – Nick Providente, Carson City Finance Director, presented the agenda materials, including the 2015 Highway Revenue Refunding Bond Request Resolution, all of which are incorporated into the record. Commissioner Crowell inquired whether the terms of the original bond would remain in place and was informed that the debt will not be extended, and the terms would stay the same.

There were no public comments.

(4:55:04) – MOTION: I move to adopt Resolution 215-RTC-R-1, a Resolution requesting the Board of Supervisors to issue Highway Revenue Refunding bonds in the amount necessary to effect the refunding project; providing other details in connection therewith; and providing the effective date thereof.

RESULT:	APPROVED (4-0-0)
MOVER:	Crowell
SECONDER:	Kimbrough
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

F-2 FOR POSSIBLE ACTION: TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE MICROSURFACE AND STRIPING OF OLD HOT SPRINGS ROAD FROM GONI ROAD TO THE WESTERN TERMINUS.

(4:58:57) – Chairperson Bonkowski introduced the item.

(4:59:16) – Mr. Pittenger presented the agenda materials, incorporated into the record, and clarified for Chairperson Bonkowski that the crack filling would take place prior to the micro paving.

There were no public comments.

(5:01:42) – MOTION: I move to approve an interlocal agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the microsurface and striping of Old Hot Springs Road from Goni Road to the western terminus.

RESULT:	APPROVED (4-0-0)
MOVER:	Kimbrough
SECONDER:	McQueary
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

F-3 FOR POSSIBLE ACTION: TO AUTHORIZE THE TRANSPORTATION MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) FOR THE CARSON CITY FREEWAY MULTI-USE PATH PROJECT AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS OR A CHANGE IN THE VALUE OF FUNDING OF UP TO 20% (\$130,000) OF THE INITIAL FUNDING AMOUNT.

(5:02:09) – Chairperson Bonkowski introduced the item.

(5:02:35) – Mr. Pittenger presented the agenda items which are incorporated into the record. Commissioner Kimbrough was informed that the environmental evaluations were included in the NDOT freeway studies, and would be extended to this project.

There were no public comments.

(5:06:47) – MOTION: I move to authorize the Transportation Manager to execute a cooperative agreement between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Carson City Freeway Multi-Use Path Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% (\$130,000) of the initial funding amount.

RESULT:	APPROVED (4-0-0)
MOVER:	McQueary
SECONDER:	Crowell
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

F-4 For Possible Action: To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration/Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2015 Certifications and Assurances sections of the RTC application for 5339 funds.

(5:07:34) – Chairperson Bonkowski introduced the item.

(5:08:00) – Mr. Dollarhide presented the agenda materials which are incorporated into the record.

There were no Commissioner or public comments.

(5:11:17) – MOTION: I move to adopt a Resolution authorizing the filing of an application for a Federal Transit Administration/Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2015 Certifications and Assurances sections of the RTC application for 5339 funds.

RESULT:	APPROVED (4-0-0)
MOVER:	Kimbrough
SECONDER:	McQueary
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

F-5 INFORMATION ON AN ADMINISTRATIVE REVISION TO THE JAC ASSIST ADA COMPLEMENTARY PARATRANSIT POLICIES & PROCEDURES DOCUMENT.

(5:12:10) – Chairperson Bonkowski introduced the item.

(5:12:18) – Mr. Pittenger gave background and presented the agenda items, incorporated into the record. He highlighted two minor changes, also incorporated into the record, and informed Chairperson Bonkowski that there were no consequences to the RTC for the excessive no shows and cancellations, adding that the policy changes would be heard for approval in a future RTC meeting.

There were no public comments.

F-6 FOR POSSIBLE ACTION: TO DETERMINE THAT JUSTIN WILSON CONSTRUCTION, LLC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1415-169, “LONG STREET PEDESTRIAN IMPROVEMENTS” FOR A BID AMOUNT OF \$147,924, PLUS A CONTINGENCY AMOUNT OF \$14,776, FOR A TOTAL NOT TO EXCEED PRICE OF \$162,700 TO BE FUNDED FROM THE GRANT FUND, CAPITAL PROJECTS/CONSTRUCTION ACCOUNT AS PROVIDED IN FY 2014/2015 AUGMENTED BUDGET.

(4:55:35) – Chairperson Bonkowski introduced the item.

(4:55:54) – Mr. Pittenger presented the agenda materials which are incorporated into the record. He also noted a bid tabulation error for both contractors, which had been corrected.

There were no Commissioner or public comments.

(4:58:06) – MOTION: I move to determine that Justin Wilson Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract Number 1415-169, “Long Street Pedestrian Improvements” for a bid amount of \$147,924, plus a contingency amount of \$14,776, for a total not-to-exceed price of \$162,700 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 augmented budget.

RESULT:	APPROVED (4-0-0)
MOVER:	McQueary
SECONDER:	Kimbrough
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

F-7 FOR POSSIBLE ACTION: TO APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 0910-182 WITH MV TRANSPORTATION TO ADD 1,500 SERVICE HOURS TO THE CONTRACT FOR THE OPERATION OF JAC FIXED ROUTE AND JAC ASSIST PARATRANSIT SERVICE, FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015, FORA TOTAL COST OF \$682,098.

(5:15:39) – Chairperson Bonkowski introduced the item.

(5:15:55) – Mr. Pittenger presented the agenda materials which are incorporated into the record, and noted two already-corrected errors in Section 5.1.3, adding that the contractor is “already clear on what the amount is”.

There were no Commissioner and public comments.

(5:19:40) – MOTION: I move to approve Amendment No. 4 to Contract No. 0910-182 with MV Transportation to add 1,500 service hours to the contract for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2014 to September 30, 2015, fora total cost of \$682,098.

RESULT:	APPROVED (4-0-0)
MOVER:	Crowell
SECONDER:	McQueary
AYES:	Bonkowski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Smolenski

(5:20:18) – Mr. Pittenger noted that they were currently in negotiations with this transit operator to exercise the third option year of the contract, adding that a new contract would be “up for bid” in Spring 2016.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1: STREET OPERATIONS REPORT – APRIL 2015.

(5:21:09) – Mr. Pittenger presented the Street Operations Report which is incorporated into the record, and noted that Staff had been busy with “signs and markings” activities.

G-2: PROJECT STATUS REPORT.

(5:21:48) – Mr. Pittenger presented the Project Status Report, also incorporated into the record. Commissioner Kimbrough inquired about the work being done on Fifth Street and Carson River Road, and was informed that shoulder work was being done, as Carson River Road was now owned by the City. Mr. Pittenger also noted that they were working with Carson City Open Space regarding future improvements north of Prison Hill.

G-3: FUTURE AGENDA ITEMS.

(5:27:56) – Mr. Pittenger informed the Commission that the work on Little Lane and a review of upcoming projects utilizing the upcoming fiscal year funds would be part of the following month’s meeting agenda. He also announced that the grant funding the free bus passes for Carson City seniors had been renewed.

H. COMMISSION COMMENTS

(5:30:11) – Commissioner Kimbrough was informed that the grant funding the free bus passes for seniors was awarded by the State Aging Disability Services Division.

I. PUBLIC COMMENT

(5:31:39) – None.

J. FOR POSSIBLE ACTION: ADJOURNMENT

(5:31:52) – MOTION: Commissioner Kimbrough moved to adjourn the meeting. The meeting adjourned at 5:32 p.m.

The Minutes of the June 10, 2015 Carson City Regional Transportation Commission meeting are so approved this 12th day of August, 2015.

BRAD BONKOWSKI, Chair

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 23, 2015

Meeting Date: August 12, 2015

To: Regional Transportation Commission

From: Graham Dollarhide, Transit Coordinator

Subject Title: For possible action: To determine the selection of the eligible governmental agency or non-profit organization to which retired JAC Bus 4228 will be donated.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being donated to an eligible governmental agency or non-profit organization. A total of two applications were received: one from the Carson City Boxing Club, and one from Nye Communities Coalition, both of which are non-profit agencies.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to determine the selection of the eligible governmental agency or non-profit organization to which retired JAC Bus 4228 will be donated.

Explanation for Information Item: This bus is rated by Federal Transit Administration (FTA) standards as a 5 year/150,000 mile vehicle, but has been in service for eight (8) years, and has thus exceeded its useful life in transit service.

When a grant recipient disposes of vehicles purchased with FTA assistance, FTA claims an interest in any remaining value exceeding \$5,000. However, we do not reasonably expect to recover more than \$4,000 for a bus of this type and age. Therefore, there is no longer any Federal interest in this vehicle, and Carson City may determine how to dispose of this property pursuant to NRS 244.1505.


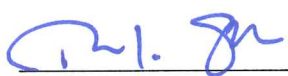

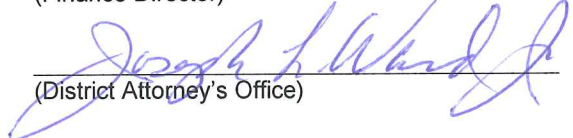
Staff has publicly advertised that Bus 4228 is available. Eligible governmental entities or 501(c)(3) non-profit agencies have had the opportunity to submit a request for the

vehicle, award of which will be at the discretion of the RTC. A letter of intent that includes details about why the vehicle is needed, and a statement of willingness to accept the vehicle "as is" and to remove all JAC logos and related decals within 30 days was required, along with an application to receive donation of surplus property, no later than 5:00 P.M. on Monday, July 27, 2015. Staff has made available all letters of interest and applications received for the RTC's consideration and award.

Applicable Statute, Code, Rule or Policy: FTA Circular 5010.1D, "Grant Management Requirements;" and NRS 244.1505.

Fiscal Impact: N/A
Explanation of Impact: N/A
Funding Source: N/A
Alternatives: N/A
Supporting Material: N/A

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: <u></u>	Date: <u>8/3/15</u>
(Transportation Manager)	
<u></u>	Date: <u>8/4/15</u>
(Public Works Director)	
<u></u>	Date: <u>8/3/15</u>
(Finance Director)	
<u></u>	Date: <u>8/3/15</u>
(District Attorney's Office)	

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

Carson City Boxing Club
3579 US HWY 50E #219, Carson City, NV 89701
Telephone 775-560-4686 and 775-315-9698
Email: nancyl777@hotmail.com

July 17, 2015

To: Patrick Pittenger, Transportation Manager
c/o Graham Dollarhide, Transit Coordinator

My name is Michael Peralta and I am the head coach at Carson City Boxing Club. My father, Frank Peralta, and I established Carson City Boxing Club in 1992. Since opening 16 years ago, we have continued to operate the gym for the love of the sport and the people in our community. Carson City Boxing Club is a 501(C) non-profit organization; however, to keep the doors open and the lights on, we find it necessary to charge each member a small fee of \$30 per month to cover these expenses. Since many members cannot afford this fee we happily invite any and all, young and old, and offer training at no charge. The gym is open Monday through Friday from 6:00 pm – 8:00 pm; and at this time, each night there are 30 – 40 members, ages ranging from 7 to 60, actively has, attending training each night.

Carson City Boxing Club is designed to keep kids off the streets, active, and out of trouble. We teach the art of boxing, encourage team spirit, academics, and sportsman-like conduct. We do not allow smoking, drinking, or drugs. Each member is given the opportunity to train with professional coaches and professional boxers to learn the art of boxing, self-defense, discipline, and dedication. We also encourage our members to pursue boxing as a professional career currently quite a few display raw talent and their boxing careers look promising! To encourage school-aged members to stay and school, and to reiterate the importance of academics and education, tutors are available for members who need help with homework.

All coaches offer transportation to and from the gym for members that require it by using their personal vehicles. Additionally, coaches also offer transportation to boxing tournaments; when tournaments are there are times when tournaments held out of the city or state, many fighters require transportation...currently the club does not have one vehicle large enough to transport all the fighters, and it becomes necessary to use 3 - 4 vehicles this becomes quite costly. Moreover, coaches cover all expenses out-of-pocket when attending tournaments. Unfortunately, due to these high costs the club is unable to attend and compete in some tournaments.

We are asking you to help us with a tax deductible donation to keep our program running, as it has been a difficult year. Carson City Boxing Club can only achieve its goals with the assistance of generous donations from members of our community. Since our organization relies on the generosity of individuals like you, we write to ask you to consider a donation to our cause. We hope that you will help support our efforts.

Carson City Boxing Club understands the JAC Shuttle Bus will be transferred "as is" with no warranty expressed or implied by the Regional Transportation Committee. Carson City Boxing Club will remove all JAC logos and related decals within 30 days or before the shuttle bus is used in transportation service. The removal of all JAC logos and related decals will be at the expense of Carson City Boxing Club

Thank you in advance for your generosity.

Michael Peralta/Head Coach, Carson City Boxing Club



Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

Organization Name: Carson City Boxing Club

created for religious purposes - complete & return pages 1 & 2
charitable purposes - complete & return pages 1 & 3
educational purposes - complete & return pages 1 & 4

Plus you must attach copy of 501(c) status as provided by IRS.

Mailing Address: 3579 US Hwy 50E #219

City: Carson City State: NV Zip Code: 89701

Our Organization would prefer that notifications of surplus property be done via

FAX Number: n/a or E-mail address: nancyL777@hotmail.com

Contact Person: Michael Peralta

Title: Head Coach

Telephone Number: 775-315-9698

Fax Number: n/a

E-mail address: nancyL777@hotmail.com

Organization Head or Designee: Frank Peralta

Title: Owner

Telephone Number: 775-560-4686

Fax Number: n/a

E-mail address: fperalta4040@live.com

Please describe the services your organization provides for the community (Use additional pages if necessary).

We provide a safe place for adolescents and adults to train and learn the art of boxing. We promote a positive environment free of alcohol, and drugs. A place where people can belong.


[Signature]
Signature of Organization Head or Designee

7/20/15
Date


Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

My signature certifies that we are a nonprofit organization created for religious purposes that meets the requirements set forth in NRS 372.3261.

1. No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity.
2. The business of the organization is not conducted for profit.
3. No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation.
4. The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
5. Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious purposes of the organization.
6. The sole or primary purpose of the organization is the operation of a church, synagogue or other place of religious worship at which nonprofit religious services and activities are regularly conducted. Such an organization includes, without limitation, an integrated auxiliary or affiliate of the organization, men=s, women=s or youth groups established by the organization, a school or mission society operated by the organization, an organization of local units of a church and a convention or association of churches.



Signature of Organization Head or Designee



Date

Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

My signature certifies that we are a nonprofit organization created for charitable purposes that meets the requirements set forth in NRS 372.3261.

- 7. No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity.
- 8. The business of the organization is not conducted for profit.
- 9. No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation.
- 10. The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
- 11. Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the charitable purposes of the organization.
- 12. The sole or primary purpose of the organization is to:

Advance a public purpose, donate or render gratuitously or at a reduced rate a substantial portion of its services to the persons who are the subjects of its charitable services, and benefit a substantial and indefinite class of persons who are the legitimate subjects of charity;

Provide services that are otherwise required to be provided by a local government, this State or the Federal Government; or

Operate a hospital or medical facility licensed pursuant to chapter 449 or 450 of NRS; and

- 13. The organization is operating in this State.



Signature of Organization Head or Designee



Date

Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

My signature certifies that we are a nonprofit organization created for educational purposes that meets the requirements set forth in NRS 372.3261.

14. No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity.
15. The business of the organization is not conducted for profit.
16. No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation.
17. The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
18. Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the educational purposes of the organization.
19. The sole or primary purpose of the organization is to:

Provide athletic, cultural or social activities for children;

Provide displays or performances of the visual or performing arts to members of the general public;

Provide instruction and disseminate information on subjects beneficial to the community;

Operate a school, college or university located in this State that conducts regular classes and provides courses of study required by accreditation or licensing by the State Board of Education or the Commission of Postsecondary Education, or for membership in the Northwest Association of School and Colleges;

Serve as a local or State apprenticeship committee to advance programs of apprenticeship in this State; or

Sponsor programs of apprenticeship in this State through a trust created pursuant to 29 U.S.C. § 186.



Signature of Organization Head or Designee

7/20/15

Date



NyE Communities Coalition

7/24/15

NYE COMMUNITIES COALITION

COMMUNITY INTERVENTION COALITION

Joining agencies, organizations and individuals in a coordinated & cooperative effort for the provision of services and opportunities in Nye & Esmeralda Counties.

1020 East Wilson Road ☞ Pahrump, Nevada 89048
Ph (775) 727-9970 ☞ FAX (775) 727-9971 ☞ www.nyecc.org

MANAGING BOARD

Attn: City of Carson
Jump Around Carson
Regional Transportation Commission Board

President –Linda Fitzgibbons
Treasurer –Tim Sutton
Past President – Tom Metscher
James Oscarson
Dina Williamson-Erdag
Tyann James



NyE Communities Coalition (NyECC) would like to request consideration to receive the donation of the ADA accessible bus that the Carson City Regional Transportation Commission is retiring from use with JAC.

NyE Communities Coalition provides services to Nye, Esmeralda and Lincoln Counties in the areas of coalition building and prevention and wellness; and in Nye and Esmeralda Counties in workforce development for youth and adults.

There is no public transportation in these communities and this bus could be especially effective in Pahrump, the largest community of the three counties.

NyECC's program Youth WERKS is focused on providing vocational training, assistance with education, tutoring, service learning, paid work experience, and on the job training for youth in the community. The distances within Pahrump limits the youth's ability to participate in the program and complete the worksite and training opportunities provided for them.

This vehicle will allow for NyECC to pick up youth from their homes and school and transport them to the NyECC campus (housed on an old elementary school) or their worksites. Additionally, to pursue the STEM (Science, Technology, Engineering and Mathematics) goals of the program, monthly field trips are planned to mining sites, solar plants, museums and colleges. This vehicle will allow NyECC to transport more youth and avoid the cost of a car rental.

Your assistance with this project will allow us to serve more youth by removing the transportation barrier and giving them access to our services and the community. NyECC will accept the vehicle as is and will remove all JAC logos and decals before use or within 30 days. Your generosity in supplying this is much appreciated. Our 501c3 Tax ID is 45-049-6090 and NyECC is a Nevada registered nonprofit.

Please contact me with any questions you may have and thank you again.

Sincerely,

Stacy Smith, Executive Director
stacy@nyecc.org

Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

Organization Name: NyE Communities Coalition

created for religious purposes - complete & return pages 1 & 2
charitable purposes - complete & return pages 1 & 3
educational purposes - complete & return pages 1 & 4

Plus you must attach copy of 501(c) status as provided by IRS.

Mailing Address: 1020 East Wilson Road

City: Pahrump State: NV Zip Code: 89048

Our Organization would prefer that notifications of surplus property be done via

FAX Number: _____ or E-mail address: Stacy@nyecc.org

Contact Person: Stacy Smith

Title: Executive Director

Telephone Number: 775 727-9970 x240

Fax Number: 775 727-9971

E-mail address: Stacy@nyecc.org

Organization Head or Designee: Stacy Smith

Title: Executive Director

Telephone Number: 775 727-9970

Fax Number: 775 727-9971

E-mail address: Stacy@nyecc.org

Please describe the services your organization provides for the community (Use additional pages if necessary).

Please see the attached document.

Stacy Smith
Signature of Organization Head or Designee

7/24/15
Date

Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

My signature certifies that we are a nonprofit organization created for charitable purposes that meets the requirements set forth in NRS 372.3261.

7. No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity.
8. The business of the organization is not conducted for profit.
9. No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation.
10. The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
11. Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the charitable purposes of the organization.
12. The sole or primary purpose of the organization is to:

Advance a public purpose, donate or render gratuitously or at a reduced rate a substantial portion of its services to the persons who are the subjects of its charitable services, and benefit a substantial and indefinite class of persons who are the legitimate subjects of charity;

Provide services that are otherwise required to be provided by a local government, this State or the Federal Government; or

Operate a hospital or medical facility licensed pursuant to chapter 449 or 450 of NRS; and

13. The organization is operating in this State.



Signature of Organization Head or Designee

7-24-15

Date

Application for Non-Profit Organization to Receive Donation of Surplus Property from Carson City

My signature certifies that we are a nonprofit organization created for educational purposes that meets the requirements set forth in NRS 372.3261.

14. No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity.
15. The business of the organization is not conducted for profit.
16. No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation.
17. The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
18. Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the educational purposes of the organization.
19. The sole or primary purpose of the organization is to:

Provide athletic, cultural or social activities for children;

Provide displays or performances of the visual or performing arts to members of the general public;

Provide instruction and disseminate information on subjects beneficial to the community;

Operate a school, college or university located in this State that conducts regular classes and provides courses of study required by accreditation or licensing by the State Board of Education or the Commission of Postsecondary Education, or for membership in the Northwest Association of School and Colleges;

Serve as a local or State apprenticeship committee to advance programs of apprenticeship in this State; or

Sponsor programs of apprenticeship in this State through a trust created pursuant to 29 U.S.C. § 186.



Signature of Organization Head or Designee

7-24-15

Date

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 27, 2015

Meeting Date: August 12, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information from NDOT regarding the recently passed SB144, which modified state law regarding several traffic safety issues.

Staff Summary: NDOT staff will provide information to the RTC regarding the Department's efforts to promote consistency and uniformity in the application of the provisions of SB 144.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Explanation for Information Item: During the 2015 legislative session, SB 144 passed. This bill modified several laws regarding traffic safety in the state. NDOT traffic operations division is reaching-out to RTC's in the state to introduce the concepts associated with the new laws and to set the stage for future cooperative efforts.

In summary, the three areas impacted by SB 144 are as follows:

- Authorized the establishment of pedestrian safety zones.
- Clarifies the requirement of a motorist to yield to a pedestrian at an intersection with a flashing yellow arrow equipped signal.
- Makes it unlawful for a motorist to make a U-turn or pass another vehicle in school zones and school crossing zones at certain times.

Applicable Statute, Code, Policy, Rule or Policy: SB 144 as passed in 2015 legislative session.

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

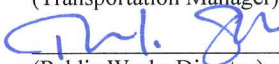
Alternatives: N/A

Supporting Material: N/A

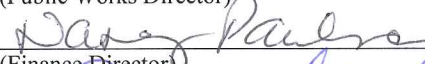
Prepared By: Patrick Pittenger, Transportation Manager

Reviewed By: 
(Transportation Manager)

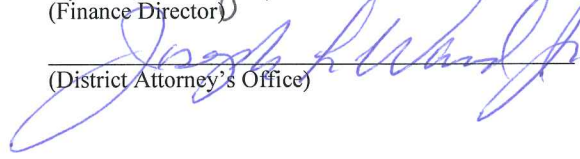
Date: 8/3/15


(Public Works Director)

Date: 8/4/15


(Finance Director)

Date: 8/3/15


(District Attorney's Office)

Date: 8/3/15

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 29, 2015

Meeting Date: August 12, 2015

To: Regional Transportation Commission

From: Dirk Goering, Transportation Planner

Subject Title: Information on the status of the Federal Lands Access Program (FLAP) grant application submitted in May, for the reconstruction of 2.5 miles of Sierra Vista Lane including three recreational improved parking areas.

Staff Summary: The Carson City FLAP grant application, worth approximately two million dollars has been tentatively approved. Final approval and a construction schedule should be announced in October, upon completion of a project scoping report.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: A reimbursement agreement, for project scoping, between Central Federal Lands (CFL) and Carson City has been signed. The agreement commits Carson City to reimbursing CFL for 5% of the cost of project scoping; in an amount not to exceed \$5,000. Upon final approval, a memorandum of understanding will be drafted and presented to the RTC for consideration. If the grant is awarded and accepted by the RTC, a 5% match (approximately \$100,000) will be required.

Applicable Statute, Code, Rule or Policy: Grants Coordination and Tracking Policy

Fiscal Impact: A decrease to the RTC fund of up to \$5,000 for project scoping. Future action would reduce RTC budget by about \$100,000.


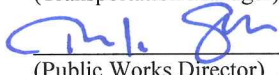
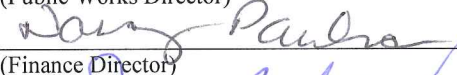
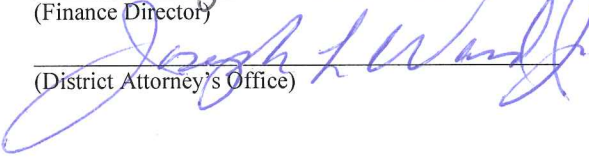
Explanation of Impact: N/A

Funding Source: Central Federal Lands, Federal Lands Access Program

Alternatives: N/A

Supporting Material: Notification letter from Central Federal Lands

Prepared By: Dirk Goering, Transportation Planner

Reviewed By:  Date: 8/3/15
(Transportation Manager)
 Date: 8/4/15
(Public Works Director)
 Date: 8/3/15
(Finance Director)
 Date: 8/3/15
(District Attorney's Office)



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

Central Federal Lands Highway Division

July 2, 2015

12300 West Dakota Avenue
Suite 380A
Lakewood, CO 80228-2583
Office: 720-963-3733
Fax: 720-963-3596
christopher.longley@dot.gov

In Reply Refer To:
HFPP-16

Mr. Brad Bonkowski
Chairperson
Carson City Regional Transportation Commission
3505 Butti Way
Carson City, NV 89701
bbonkowski@carson.org

Re: Project – NV FLAP 100(1) Sierra Vista Lane
Nevada Federal Lands Access Program Project Application

Dear Bonkowski:

Congratulations. The Nevada Program Decisions Committee (PDC) has accepted your application for the Sierra Vista Lane project – NV FLAP 100(1), into the short list of potential projects for the Nevada Federal Lands Access Program (NV FLAP). Your application was accepted per the scope of your application to include the reconstruction of 2.5 miles of Sierra Vista Lane including three improved parking areas. The application estimated a total project cost of \$2,099,520 with a proposed cash match of 5%.

As specified under the conditions of the NV FLAP Project Application, a scoping Reimbursable Agreement (RA) will be required between Central Federal Lands (CFL) and Carson City to be executed within 45 business days in the amount not to exceed \$10,000 as the 5% minimum local share of match funds for NV FLAP funding. Execution of the RA and scoping efforts will be coordinated by the CFL Project Manager, Brian Dabling, who will be contacting you shortly to finalize an RA and to schedule the scoping trip.

This scoping effort will yield a Project Scoping Report detailing the proposed scope, schedule, and budget anticipated for the project to allow the PDC to finalize the program of projects. In addition to the RA, a preliminary Memorandum of Understanding (MOA) will be developed, which will document the proposed scope, as summarized above, and outline roles and responsibilities by all participating agencies.

If the PDC and Carson City agree with the estimated project scope and cost estimate, the PDC will place the project in the final program of projects, the RA will be modified to include all projected project costs, and the MOA will be finalized and signed by all of the project partners. The PDC determines the program year for funding based on total available funding and other needs in the program.

We appreciate your interest in the Federal Lands Access Program and look forward to working with Carson City and the Bureau of Land Management on this project.

Sincerely,

Christopher Longley, P.E.
Federal Lands Access Program Manager

Cc: Patrick Pittenger, Transportation Manager, Carson City Public Works, PPittenger@carson.org
Victoria Wilkins, Acting Field Manager, BLM Carson City District vwilkins@blm.gov
Brian Dobling, Project Manager, CFLHD brian.dobling@dot.gov

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 29, 2015

Meeting Date: August 12, 2015

To: Regional Transportation Commission

From: Dirk Goering, Transportation Planner

Subject Title: Information on the introduction of a student taxicab voucher program between Western Nevada College (WNC), Capital Cab Company, Inc., and the Jump Around Carson (JAC) Transit System.

Staff Summary: Due to the level of use of the 2014/2015 WNC bus services, JAC Transit is implementing a taxicab voucher program to provide transportation to students in need. Users of the 2014/2015 bus service and WNC staff found the services to be invaluable in getting students home safely. The program will partner with Capital Cab Company, which operates regular and handicap accessible vehicles.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: Staff is introducing a student taxicab voucher program to provide WNC students transportation from the Carson City WNC campus, after JAC's bus services conclude at 7:30 p.m., to a destination within Carson City. The program will operate when school is in session between August 31, 2015 and May 21, 2016. The program will require students to provide the taxicab driver with a one dollar fare along with a voucher, which students obtain from the WNC's Student Life Department. The vouchers are funded by JAC Transit. The program is being implemented as a more cost effective method to provide WNC students with transportation after JAC's bus services conclude for the day. The program will replace the 2014/2015 school year bus services that were provided to WNC students through the use of JAC transit buses.

Applicable Statute, Code, Rule or Policy: N/A

Fiscal Impact: While exact fiscal impact is unknown, the contract and program utilize safeguards to limit liability, including a maximum annual contract cost of \$15,000. The voucher program is reimbursable at a rate of 50% by the Federal Transit Administration (FTA).

Explanation of Impact: Expected reduction in cost compared to last school year.

Funding Source: FTA 5307 Grant Funds.

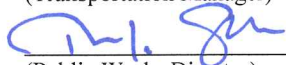
Alternatives: N/A

Supporting Material: N/A

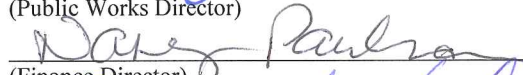
Prepared By: Dirk Goering, Transportation Planner

Reviewed By: 
(Transportation Manager)

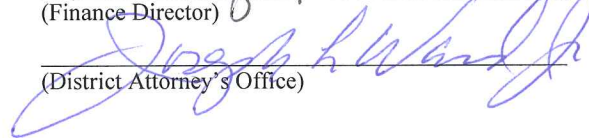
Date: 8/3/15


(Public Works Director)

Date: 8/4/15


(Finance Director)

Date: 8/3/15


(District Attorney's Office)

Date: 8/3/15

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 29, 2015

Meeting Date: August 12, 2015

To: Carson City Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve Amendment 1 to Cooperative (LPA) Agreement No. PR165-14-063 between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the East William Street Shared Use Path Project.

Staff Summary: An amendment to the agreement is required to increase the amount of grant funding available for the project due to the contract amount awarded to the winning bidder being higher than the original cost estimate.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve Amendment 1 to Cooperative (LPA) Agreement No. PR165-14-063 between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the East William Street Shared Use Path Project.

Explanation for Recommended Action: A contract was recently awarded to A & K Earth Movers, Inc. at the July 8 RTC meeting to construct the East William Street Shared Use Path project. Their bid was higher than the original estimate, primarily due to a recent increase in the cost of materials, which is a significant portion of the scope of the project. Consequently, the cooperative agreement must be amended to increase the amount of grant funding available for the project for completion.

An additional \$80,000 in Transportation Alternatives Program (TAP) funds are being allocated to the project for a total grant amount of \$279,500. The TAP funds require a 5% match which amounts to \$14,711. This is an increase of \$4,211 in City funds from the initial agreement. This amendment is being brought to the RTC as the increase in the grant amount exceeds the 20% threshold that would otherwise allow the Transportation Manager to sign.

Applicable Statute, Code, Rule or Policy: N/A

Fiscal Impact: An increase in TAP funds of \$80,000 and in City funds of \$4,211.

Explanation of Impact: The total amount of the agreement is \$294,211, which is enough funding to cover the cost of the contract award including contingency and staff preliminary and construction engineering costs.

Funding Source: TAP grant and City (RTC) funds.

Alternatives: N/A

Supporting Material: Amendment and original Cooperative Agreement.

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: *Anton Pittler* Date: 8/3/15
(Transportation Manager)
Paul J. ... Date: 8/4/15
(Public Works Director)
Dave Paulson Date: 8/3/15
(Finance Director)
Joseph L. Ward Jr. Date: 8/3/15
(District Attorney's Office)

Board Action Taken:

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

_____ (Vote Recorded By)

Amendment No. 1 to
Cooperative (LPA) Agreement No. PR165-14-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the Carson City Public Works, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on April 25, 2014, the parties entered into Agreement No. PR164-14-063 to delegate authority to the CITY to design, advertise, award and manage the construction of curb, gutter, and sidewalk with signing, striping and lighting infrastructure; and

WHEREAS, this amendment increases the funding for the PROJECT by Eighty Thousand and No/100 Dollars (\$80,000.00) in Federal TAP funds; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR165-14-063; and

NOW, THEREFORE, the parties agree as follows:

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

“3. To obligate Federal TAP funding for a maximum amount of Two Hundred Seventy-Nine Thousand, Five Hundred and No/100 Dollars (\$279,500.00).”

- B. Article II, Paragraph 18, is amended by deleting it in its entirety and inserting in its place:

“18. To be responsible for the five percent (5%) match of Federal funds in the amount of Fourteen Thousand, Seven Hundred Eleven and No/100 Dollars (\$14,711.00) and for one hundred (100%) of all costs exceeding the obligated Federal funds subject to the CITY’s budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.”

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 16,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 27,921.00
Construction Costs:	<u>\$ 240,290.00</u>

Total Estimated PROJECT Costs: \$ 294,211.00

Available Funding Sources:

Federal TAP Funds:	\$ 279,500.00
CITY Match Funds:	<u>\$ 14,711.00</u>
<u>Total Project Funding:</u>	\$ 294,211.00

- D. All of the other provisions of Agreement No. PR164-14-063, dated April 25, 2014, shall remain in full force and effect as if set forth herein.

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

Carson City Regional Transportation
Commission

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

Patrick Pittenger, AICP, PTP
Transportation Manager

Director

Attest:

Approved as to Legality & Form:

Susan Merriwether, City Clerk

Deputy Attorney General



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

April 30, 2014

In Reply Refer to:

Robert D. Fellows, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Highway Agreement No. PR164-14-063

Dear Mr. Fellows,

Please find enclosed a fully executed copy of Agreement No. PR164-14-063 between Carson City Public Works and the State of Nevada to advertise, award and administer a contract to construct the East William Street Shared Use Path Project.

A separate Notice to Proceed will be issued once the Federal Funding for the project has been programmed. Any work completed on this project prior to the Notice to Proceed will not be eligible for reimbursement or counted towards the match.

If you have any questions or require more information, please feel free to contact Dean Morton at (775) 888-7595 or me at (775) 888-7669.

Sincerely,

Kirsten E. Kehe, P.E.
Principal Road Design Engineer
Local Public Agency Program

KK:ll

Enclosure

Cc: Dean Morton, LPA Coordinator, w/attach

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
EAST WILLIAM STREET SHARED USE PATH PROJECT

This Agreement is made and entered the 25TH day of APRIL, 2014, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City Public Works, 3505 Butti Way, Carson City, NV 89701 (hereinafter "CITY").

WITNESSETH:

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

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

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

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

WHEREAS, the CITY will design, adjust and/or relocate utility facilities, advertise, award, and manage construction of curb, gutter, and sidewalk, and shared use path, with signing, striping and lighting infrastructure as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Transportation Alternatives Program funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (C.F.D.A.) Number 20.205 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

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

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Transportation Alternatives Program funding for a maximum amount of One Hundred Ninety-Nine Thousand, Five Hundred and No/100 Dollars (\$199,500.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications and estimates) in 15 working days from receipt of submittal and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
10. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
11. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
12. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
13. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".
14. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

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

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

17. To reimburse the CITY upon receipt of an invoice ninety-five percent (95%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT ELIGIBLE PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT ELIGIBLE PROJECT COSTS as established in ARTICLE III, Paragraph 5. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein, and the State Administrative Manual (SAM), incorporated herein by reference.

ARTICLE II - CITY AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then

follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

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

17. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The final invoice must be submitted within 90 calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT ELIGIBLE PROJECT COSTS, as established in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B attached hereto and incorporated herein, and the SAM.

18. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Ten Thousand, Five Hundred and No/100 Dollars (\$10,500.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

19. To accept maintenance responsibilities for the improvements consisting of curb, gutter, and sidewalk, and pedestrian path, with signing, striping and lighting infrastructure constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

20. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2016, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and

except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 225 and other guidance including but not limited to those listed in Attachment B. Indirect costs are not eligible for reimbursement unless the CITY's indirect rate is approved by the cognizant federal agency and that approval is provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

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

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

5. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000
CITY Preliminary Engineering Costs:	\$ 16,000
DEPARTMENT Construction Engineering Costs:	\$ 5,000
CITY Construction Engineering Costs:	\$ 22,000
Construction Costs:	<u>\$162,000</u>

<u>TOTAL ESTIMATED PROJECT COSTS:</u>	\$210,000
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AVAILABLE FUNDING SOURCES:

Federal Transportation Alternatives Funds:	\$199,500
CITY Match Funds:	<u>\$ 10,500</u>

<u>TOTAL PROJECT FUNDING:</u>	\$210,000
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6. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed."

7. The TOTAL PROJECT COSTS shall be determined by adding the total direct costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those

listed on Attachment B.

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

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

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

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

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

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

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn: Dean C. Morton, P.E., C.P.M.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
E-mail address: dmorton@dot.state.nv.us

FOR CITY:

Robert D. Fellows, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7370
Fax: (775) 283-2164
E-mail: rfellows@carson.org

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

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

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

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

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

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

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

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

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

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

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

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

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

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

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

Carson City Regional Transportation
Commission

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




Patrick Pittenger, AICP, PTP
Transportation Manager



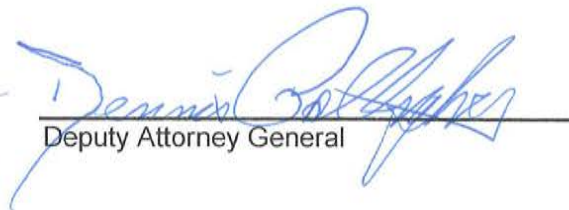
Director

Attest:

Approved as to Legality & Form:

for: 

Kathleen King, Deputy
Alan Glover, City Clerk



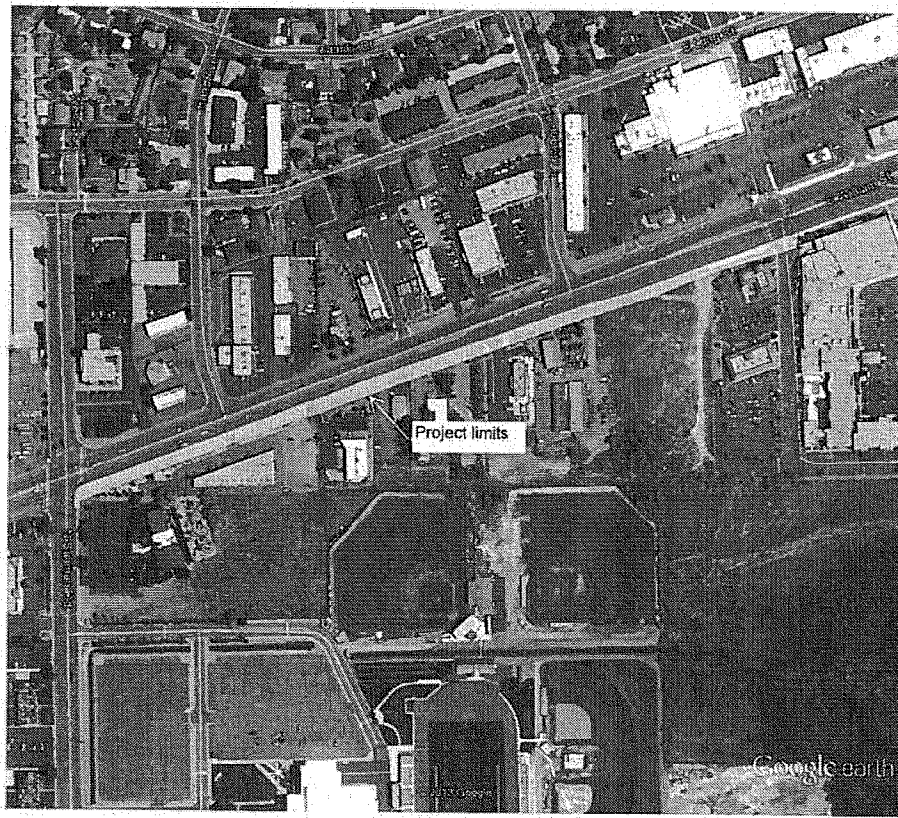
Deputy Attorney General

Attachment A

SCOPE OF WORK PROJECT

The project consists of construction of a shared use path, curb, gutter, and sidewalk transitions, signing, striping, and lighting infrastructure. The limits of the Project are along the south side of William St (US-50), from North Saliman Rd. to the traffic signal at Gold Dust West Casino, in Carson City, NV as depicted on the attached drawing.

Exhibit A



East William Street Shared-Use Path
Project

Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

<http://www.whitehouse.gov/OMB/circulars/index.html>

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

** Or local agency equivalent

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

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

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

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

2. Equal Employment Opportunity Policy

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

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

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

8. Unions

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

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

9. Subcontracting

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

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

10. Records and Reports

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

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

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

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

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

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;
 - a. Black (a person having origins in any of the black racial groups of Africa);
 - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);
 - e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).
2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.
 - (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } SS

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

being duly sworn do depose and say: That _____

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

Notary Public, Judge or

(SEAL)
other Official

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

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if know:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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

Contract No.: _____ Contractor: _____
 Project No(s): _____ Address: _____
 Total Bid Amount \$ _____

Contract DBE/SBE Goal: _____ %.

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

DBE/SBE SUBCONTRACTORS:

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

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

DBE/SBE SUPPLIERS:

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

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

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

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

_____ Contractor's Signature _____ Date

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

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

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

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

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

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

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s):: _____ Address: _____

Bid Amount \$ _____

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

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

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

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

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

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: _____ Contractor: _____

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

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

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

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987.

STATE OF Nevada } COUNTY OF Carson City }

SS

I, Patrick Pittenger (Name of party signing this affidavit and the Proposal Form) Transportation Manager (title).

being duly sworn do depose and say: That Carson City RTC

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

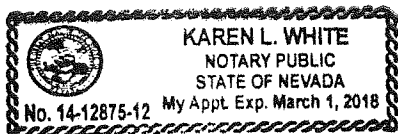
(Insert Exceptions, attach additional sheets)

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

Patrick Pittenger Signature Transportation Manager Title

Sworn to before me this 27th day of March, 2014

Karen L. White Signature Notary Public Notary Public, Judge or other Official



Attachment E

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

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

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

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

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

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

Patrick Pittenger
Name (please type or print)

Patrick Pittenger
Signature

Transportation Manager
Title

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 22, 2015

Meeting Date: August 12, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve Amendment No. 5 to Contract No. 0910-182 with MV Transportation to exercise the third and final of three (3) one-year options for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2015 to September 30, 2016, for a total cost of \$701,802.00.

Staff Summary: Contract No. 0910-182, approved by RTC on July 14, 2010, was a three-year contract that expired on September 30, 2013. The original contract provided for three (3) one-year extensions that could be exercised by RTC. On June 10, 2015, RTC approved Amendment 4, which increased the estimated total service hours due to the additional hours of service provided by JAC beginning in September of 2014. Amendment No. 5 would include these additional service hours for the final contract option year, as well as an increase of 1.9% to the overall annual cost.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve Amendment No. 5 to Contract No. 0910-182 with MV Transportation to exercise the third and final of three (3) one-year options for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2015 to September 30, 2016, for a total cost of \$701,802.00.

Explanation for Recommended Action: Staff is pleased with the performance of the contract operator and recommends exercising the third and final of these option years, so as to retain MV Transportation as the contract operator through September 30, 2016. Staff has performed an independent cost estimate, and determined that the price proposal of \$27.63 per revenue service hour for Year 6 of the contract – an increase of 1.9% over the previous year – is fair, reasonable and a good value to Carson City.

Applicable Statute, Code, Rule or Policy: N/A

Fiscal Impact: \$701,802.00 cost to the Transit Fund in FY 2016.

Explanation of Impact: Costs for fixed route, paratransit and miscellaneous service hours provided by the contract operator are paid monthly from the Transit Fund, and then reimbursed by FTA at varying rates: 80% for paratransit service (up to 10% of the annual appropriation by FTA); 80% for service that enhances the mobility of the elderly and individuals with disabilities (a source of FTA funds, of which Carson City is making use as a subrecipient of NDOT); and 50 percent for all operating expenses once these previous sources of funds are expended.

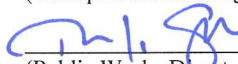
Funding Source: FTA operating assistance and local contributions as matching funds.

Alternatives: N/A

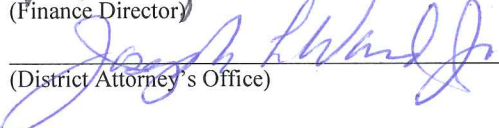
Supporting Material: Contract No. 0910-182; Amendment No. 1; Amendment No. 2; Amendment No. 3; Amendment No. 4; proposed Amendment No. 5.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By:  Date: 8/3/15
(Transportation Manager)

 Date: 8/4/15
(Public Works Director)

 Date: 8/3/15
(Finance Director)

 Date: 8/3/15
(District Attorney's Office)

Board Action Taken:

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

_____ (Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0910-182**

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 12th day of August, 2015, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "**RTC**", and MV Contract Transportation, Inc., hereinafter referred to as the "**CONTRACTOR**"

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "**CONTRACT**".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, **RTC** and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of **RTC**.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 6 - October 1, 2015 through September 30, 2016 - for a Grand Total of \$701,802.00 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 15,500
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 500
Estimated Annual Total Service Hours – 25,400
Operating Cost Per Hour - \$27.63
Estimated Total Annual Cost - \$701,802.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

Purchasing and Contracts Department
Attn: Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Nancy Paulson, Finance Director

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
DSchulz@carson.org

By: _____
DARREN SCHULZ
Public Works Director

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Robert A Pagorek being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment 5; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Robert A. Pagorek

TITLE: CFO

FIRM: MV Contract Transportation, Inc.

Attn: Office of the General Counsel

CARSON CITY BUSINESS LICENSE #: 14-18284

Address: 5910 N Central Expressway, Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 972-391-4600 **Fax #:** 972-391-4779

E-mail Address: patricia.mcardle@mvtransit.com

(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _____)

) ss

County of _____)

Signed and sworn (or affirmed) before me on this _____ day of _____, 2015,
by _____.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of June 10, 2015 approved Amendment 5 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 12th day of August, 2015

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 12th day of August, 2015

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 10th day of June, 2015, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "**RTC**", and MV Contract Transportation, Inc., hereinafter referred to as the "**CONTRACTOR**"

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "**CONTRACT**".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, **RTC** and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of **RTC**.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 5 - October 1, 2014 through September 30, 2015 - for a Total of \$ 642,625.50 be increased by \$40,672.50 to include an additional 1,500 service hours to the Annual Fixed Route Category, this would adjust the cost to a grand total of \$683,298 with a breakdown as follows:

Original Breakdown

JAC Fixed Route Service and JAC Assist Paratransit Service

Estimated Annual Fixed Route Service Hours – 14,000

Estimated Annual Paratransit Service Hours – 9,400

Estimated Annual Miscellaneous Service Hours – 300

Estimated Annual Total Service Hours – 23,700

Operating Cost Per Hour - \$27.115

Estimated Original Annual Cost - \$642,625.50

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Additional Hours

Estimated Annual Fixed Route Service Hours – 1,500

Operating Cost Per Hour - \$26.315

Estimated Total Additional Cost - \$39,472.50

Estimated Total Annual Cost - \$682,098.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

Purchasing and Contracts Department
Attn: Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Nick Providenti, Finance Director

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
DSchulz@carson.org

By: _____
DARREN SCHULZ
Public Works Director

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of June 10, 2015 approved Amendment 4 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 10th day of June, 2015

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 10th day of June, 2015

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 9th day of July, 2014, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 5 - October 1, 2014 through September 30, 2015 - for a Grand Total of \$642,625.50 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$27.115
Estimated Total Annual Cost - \$642,625.50

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

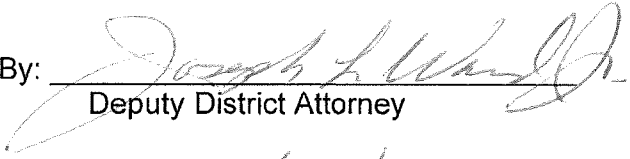
Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and
approve to its legal form.

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 6/30/14

DATED 6/30/14

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
DSchulz@carson.org

By: 
DARREN SCHULZ
Public Works Director

DATED 6/30/14

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

David B. Brown being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment 3; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: David B. Brown

TITLE: Interim CFO

FIRM: MV Contract Transportation, Inc.

Attn: Office of the General Counsel

CARSON CITY BUSINESS LICENSE #: 14-18284

Address: 5910 N Central Expressway, Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 972-391-4600 **Fax #:** 972-391-4779

E-mail Address: patricia.mcafdle@mvtransit.com

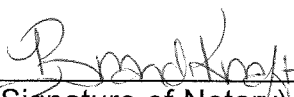


(Signature of **CONTRACTOR**)

DATED 6/24/2014

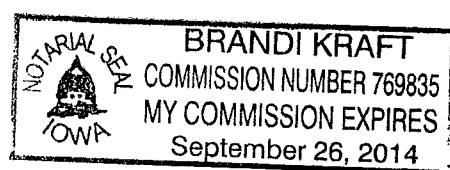
STATE OF Iowa)
County of Shelby) ss

Signed and sworn (or affirmed) before me on this 24 day of June, 2014,
by David B. Brown.



(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of July 9, 2014 approved Amendment 3 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



JOHN MCKENNA, CHAIRPERSON

DATED this 9th day of July, 2014

ATTEST:


for: **ALAN GLOVER, CLERK-RECORDER**

DATED this 9th day of July, 2014

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 10th day of July, 2013, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, RTC and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 4 - October 1, 2013 through September 30, 2014 - for a Grand Total of \$633,121.80 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$26.714
Estimated Total Annual Cost - \$633,121.80

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and
approve to its legal form.

By: _____
Kim Belt

By: _____
Deputy District Attorney

DATED _____.

DATED _____.

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

By: _____
ANDY BURNHAM
Public Works Director

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Brad Cornelsen being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment 2; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brad Cornelsen

TITLE: CFO

FIRM: MV Contract Transportation, Inc.

CARSON CITY BUSINESS LICENSE #: 13-18284

Address: 5910 N Central Expressway, Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 707-863-8722 **Fax #:** 707-863-8722

E-mail Address: bcornelsen@mvtransit.com



(Signature of **CONTRACTOR**) *DDZ*

DATED 6/13/13

STATE OF Iowa)
County of Shelby) ss

Signed and sworn (or affirmed) before me on this 13 day of June, 2013,
by Brad Cornelsen + Daniel Lee.



(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of July 10, 2013 approved Amendment 1 for **CONTRACT No.0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

JOHN MCKENNA, CHAIRPERSON

DATED this 10th day of July, 2013

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 10th day of July, 2013

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

THIS AMENDMENT is made and entered into this 13th day of February, 2013, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "RTC", and MV Contract Transportation, Inc., hereinafter referred to as the "CONTRACTOR"

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions of Contract No. 0910-182, hereinafter referred to as "CONTRACT".

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, RTC and **CONTRACTOR** desires to amend Article 5 Consideration of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said Amendment is both necessary and in the best interests of RTC.

NOW, THEREFORE, in consideration of the aforesaid promises, **RTC** and **CONTRACTOR** agree as follows:

5 CONSIDERATION

5.1.3 Year 3 - October 1, 2012 through September 30, 2013 - for a Grand Total of \$623,949.90 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Fixed Route Service Hours – 14,000
Estimated Annual Paratransit Service Hours – 9,400
Estimated Annual Miscellaneous Service Hours – 300
Estimated Annual Total Service Hours – 23,700
Operating Cost Per Hour - \$26.327
Estimated Total Annual Cost - \$623,949.90

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC

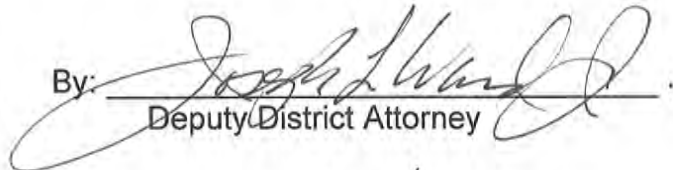
Purchasing and Contracts Department
Attn: Kim Belt
Purchasing & Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and
approve to its legal form.

By: _____
Kim Belt

By:  _____
Deputy District Attorney

DATED _____

DATED 2/4/13

CITY'S/RTC's ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

By:  _____
ANDY BURNHAM
Public Works Director

DATED 2/4/13

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

Brad Cornelsen being first duly sworn, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment No. 1; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brad Cornelsen

TITLE: CFO

FIRM: MV Contract Transportation, Inc.

CARSON CITY BUSINESS LICENSE #: 13-18284

Address: 2024 College Street

City: Elk Horn **State:** IA **Zip Code:** 51531

Telephone: 712-764-3771 **Fax #:** 712-764-3842

E-mail Address: bcornelsen@mvtransit.com

[Handwritten Signature]

(Signature of **CONTRACTOR**)

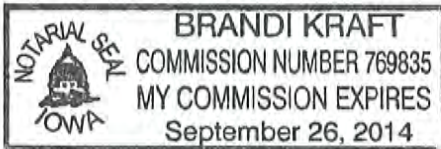
DATED 1/30/13

STATE OF Iowa)
) ss
County of Shelby)

Signed and sworn (or affirmed) before me on this 30 day of January, 2013,
by Brad Cornelsen and Daniel Lee.

[Handwritten Signature]
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 0910-182

**Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at its publicly noticed meeting of February 13, 2013 approved Amendment No. 1 for **CONTRACT No. 0910-182**. Further, the Carson City Regional Transportation Commission authorizes the Chairman to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



CHAIRMAN

DATED this 13th day of February, 2013

ATTEST:



ALAN GLOVER, CLERK-RECORDER

DATED this 13th day of February, 2013

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

THIS CONTRACT, made and entered into this 9th day of June, 2010, by and between Carson City Regional Transportation Commission, a political subdivision of the State of Nevada, hereinafter referred to as the "**RTC**", and MV Contract Transportation, Inc., hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the Carson City Regional Transportation Commission is authorized, pursuant to Nevada Revised Statutes Chapter 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, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0910-182** are both necessary and in the best interests of **RTC**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 This Contract shall be effective from October 1, 2010 subject to Carson City Regional Transportation Commission's approval to September 30, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**. **RTC** shall reserve the right to renew for three (3) additional one-year periods, subject to negotiation.

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
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For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

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

MV Transportation, Inc.
Attn: Daniel Lee
2024 College Street
Elk Horn, IA 51531
712-764-3779
dlee@mvtransit.com

3.3 Notice to **RTC** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 **SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services as set forth below and in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **RTC** hereinafter referred to as the "**SERVICES**".

4.1.1 **CONTRACTOR** shall provide transit service from 6:30 a.m. to 6:30 p.m., Monday through Friday and 8:30 a.m. to 4:30 p.m. on Saturday.

4.2 **SYSTEM MANAGEMENT AND OPERATION:**

4.2.1 **CONTRACTOR** shall manage and operate the transit system in accordance with the policies and procedures established by **RTC** and with good management practices.

4.2.2 Management of day-to day operations of the transit system shall be vested in a local on-site supervisor who shall be well experienced in all aspects of fixed route and ADA complementary paratransit operations.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
Transportation System

4.2.3 A responsible senior employee of the **CONTRACTOR** shall be available at all times, either by telephone or in person, to make major decisions, resolve problems or provide coordination as necessary.

4.2.4 **CONTRACTOR** shall establish a legal entity, licensed to do business in the State of Nevada, for the purpose of employing personnel.

4.2.5 **CONTRACTOR** shall be responsible for the operation of the transit system, although designated City Staff shall provide general oversight and support. **RTC** reserves the right to monitor system operations at any time and make appropriate recommendations for adjustments, which **CONTRACTOR** shall implement in an efficient and timely manner.

4.2.6 Performance measures shall include but not be limited to the annual percentage of increase (decrease) in ridership, farebox revenue, collisions, trips on time, complaints, and accidents per 100,000 miles.

4.2.7 **CONTRACTOR** shall determine the appropriate structure, staffing levels, scheduling, compensation and benefit programs, etc., to operate the service efficiently and effectively.

4.2.8 **CONTRACTOR** shall provide properly trained employees, including supervisors, dispatchers and bus operators, needed to operate the transit system effectively.

4.2.9 **CONTRACTOR** shall be responsible for all aspects of human resources management, including but not limited to: recruitment, hiring, training, compensation, payroll taxes, benefit plans, dispatching, supervision, incentives, discipline and termination of employees.

4.2.10 **CONTRACTOR** shall ensure that all bus operators successfully complete a DOT physical, national criminal background investigation, and pre-employment drug test per 49 CFR Part 655 before being allowed to start working.

4.2.11 **CONTRACTOR** shall perform a motor vehicle record check on all bus operators at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving **RTC** vehicles.

4.2.12 All bus operators shall be trained to proficiency by **CONTRACTOR** before being allowed to operate **RTC** vehicles or work with the public. Training shall include but not be limited to: Commercial Driver License (CDL) of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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(including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, and emergency management.

4.2.13 **CONTRACTOR** shall provide other training that would be beneficial to bus operators, including but not limited to: First Aid/CPR, which shall be provided at the appropriate intervals in order for bus operators to maintain their certified status - usually every two years; blood-borne pathogen training, which shall be provided at least annually; and personal safety training, which shall be provided at least once in a bus operator's tenure.

4.2.14 **CONTRACTOR** shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees that complies with 49 CFR Parts 40 and 655. The program shall include at least pre-employment, reasonable suspicion, post-accident and random testing, per FTA requirements.

4.2.15 If **CONTRACTOR** has a "second chance" policy and employs return to duty and follow-up testing in its drug and alcohol testing policy, the program shall comply with FTA requirements.

4.2.16 **CONTRACTOR** shall be responsible for securing the services of a collection site and Medical Review Officer (MRO) that satisfies FTA requirements.

4.2.17 **CONTRACTOR** shall prepare and submit the annual Management Information System (MIS) report, based on **CONTRACTOR'S** drug and alcohol testing program. The statistical data shall include the annual number of tests conducted, reasons for testing, information on positive results and what drugs caused the positive results. The same information shall be compiled and submitted for alcohol tests. The report for the previous year shall be submitted on the DAMIS website (<http://damis.dot.gov>) by March 1 each year, with a copy of the report provided to the City.

4.2.18 **CONTRACTOR** shall be responsible for the scheduling and dispatching of their own employees, doing so in such a way that adequate staffing levels are maintained at all times and continuous service is provided to the public during all scheduled hours of operation.

4.2.19 **CONTRACTOR** shall ensure that all dispatch employees are trained to proficiency in the use of automated scheduling software that is provided by **RTC** to assist with the efficient and effective operation of fixed-route and paratransit services.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Titled: Operating Service for the Jump Around Carson (JAC) Public
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4.2.20 **CONTRACTOR** shall establish and enforce a personal appearance policy for all employees of the operating contract. The personal appearance policy shall be subject to **RTC** approval.

4.2.21 **CONTRACTOR** shall issue uniforms for bus operators that provide a uniform and professional appearance; and shall establish and enforce a policy for uniform wear. The uniform design and type, as well as the uniform policy, shall be subject to **RTC** approval.

4.2.22 Uniforms are not required for office staff, but a neat and professional appearance is nevertheless required at all times.

4.2.23 **RTC** shall provide office space, bus storage and employee parking at the Public Works yard (3303 Butti Way) at no cost to the operating service.

4.2.24 **RTC** shall provide all furnishings, office equipment, computer hardware and software, and utilities at no cost to the operating service.

4.2.25 **RTC** shall provide all technology required to conduct business under the contract, and shall remain the sole owner and overseer of such technology. **CONTRACTOR** shall train its employees to proficiency in the proper use of such technology.

4.2.26 **CONTRACTOR** may access web-based programs using the internet, but shall not have remote access to **RTC**-owned computers nor install applications on **RTC** computers without the express written consent of **RTC**.

4.2.27 **RTC** shall provide two-way radio communication capabilities between the dispatch office and system vehicles at no cost to the operating service. **CONTRACTOR** shall train its employees to proficiency on the proper use of radio equipment, in keeping with **RTC** and FCC requirements.

4.2.28 **RTC** shall provide all vehicles, fuel and other vehicle-related materials and supplies required for the service.

4.2.29 **RTC** shall provide all vehicle maintenance for the service. **CONTRACTOR** shall coordinate with designated **RTC** maintenance staff for scheduled preventive maintenance, the correction of reported vehicle defects, and necessary road calls.

4.2.30 **CONTRACTOR** shall maintain independent records related to vehicle maintenance by establishing a separate file for each vehicle by unit number. The files shall contain a history of all maintenance performed on each vehicle and shall be retained until such time **RTC** disposes of the vehicle. **RTC** may inspect vehicle maintenance records at any time.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Titled: Operating Service for the Jump Around Carson (JAC) Public
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4.2.31 **CONTRACTOR** shall keep the vehicles clean at all times (weather permitting) for the sake of public image and customer satisfaction. **RTC** may inspect for bus cleanness at any time. Each year, **CONTRACTOR** may use up to 250 of the service hours specified in Section 5.1 of this Contract for the purpose of employing a service worker to assist with bus cleaning.

4.2.32 **CONTRACTOR** shall clean bus interiors daily, including but not limited to emptying trash receptacles, sweeping floors, cleaning the glass, and wiping all surfaces, seats and handrails with a damp, clean cloth. Particular attention shall be paid to keeping the driver compartment and passenger entry area clean and free of debris. Floors shall be mopped as needed, but no less than once per week.

4.2.33 **CONTRACTOR** shall clean bus exteriors as needed, but no less than once per week. Particular attention shall be paid to cleaning the glass and bumpers, washing the body without leaving soap or water spots, and keeping the wheels clean and free of dirt and grime.

4.2.34 **CONTRACTOR** shall perform bus washing and fueling during non-revenue service times.

4.2.35 **RTC** shall repair damage for normal wear and tear on vehicles at no cost to the operating service.

4.2.36 **CONTRACTOR** shall be responsible for all vehicle damage arising or resulting in performance of this Agreement, excluding normal wear and tear, and damage caused by the **RTC**.

4.2.37 **CONTRACTOR** shall require bus operators to perform a daily pre- and post-trip inspection of the vehicle, using a standardized inspection checklist. The checklist shall cover all items inside and outside the bus that affect the safe operation of the vehicle, and provide space where the operator may indicate vehicle defects that need to be corrected. At least one copy of the inspection/defect form shall be provided to **RTC** maintenance staff. When the defect has been corrected, **CONTRACTOR** shall obtain a copy of the work order from **RTC** maintenance staff, attach this to the original vehicle defect form, and retain it in the vehicle's maintenance file.

4.2.38 **RTC** shall provide bus stop signs, passenger shelters, benches and trash receptacles at no cost to the operating service. **CONTRACTOR** may recommend appropriate locations for bus stop signs and other passenger amenities, and shall immediately report to **RTC** staff when these items are damaged or missing.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0910-182
Titled: Operating Service for the Jump Around Carson (JAC) Public
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4.2.39 **CONTRACTOR** shall develop and enforce its own policies and procedures related to human resources management.

4.2.40 **RTC**, with appropriate input from **CONTRACTOR**, shall develop policies and procedures directly related to the operation of the transit system. **CONTRACTOR** shall implement these policies and procedures in a precise and timely manner. **CONTRACTOR** shall not alter standard operating procedures, service configuration or timetables without the express written consent of **RTC**.

4.2.41 **CONTRACTOR** shall collect fares, as directed by **RTC**.

4.2.42 The fare charged to passengers shall be determined by **RTC**.

4.2.43 **RTC** may alter the fare policy at any time with fourteen (14) days' written notice to the **CONTRACTOR**.

4.2.44 **CONTRACTOR** shall keep a count of passengers by fare type.

4.2.45 **CONTRACTOR** and **RTC** shall jointly develop protocols to protect system generated revenues and to accurately account for all revenues, including but not limited to handling of cash fares, pass sales at main office and designated service outlets, count security, farebox reconciliation, deposit procedures, and notification to **RTC** of daily receipts.

4.2.46 **CONTRACTOR** shall provide office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday; and 8:00 a.m. to 4:00 p.m. on Saturday.

4.2.47 **CONTRACTOR** shall provide dispatch and/or street supervision during all hours of operation for the purpose of safety, security and/or emergency preparedness.

4.2.48 There shall be no bus service and the office shall be closed on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

4.2.49 **CONTRACTOR** shall operate demand response service according to the ADA Paratransit Policy and Procedures developed by **RTC**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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4.2.50 **CONTRACTOR** shall take the lead in certifying individuals for paratransit service, using the ADA Paratransit Policy and Procedures, Paratransit Eligibility Review Guide, and parameters established within the paratransit scheduling software. **RTC** shall have a role in eligibility determinations per the ADA policy.

4.2.51 **CONTRACTOR** shall perform the customer service aspect of the transit system, including but not limited to: outreach, disseminating information, answering questions, receiving visitors, responding to requests, distribution of route brochures, and pass sales at the main office and at designated service outlets. **RTC** shall determine the locations where bus passes will be sold and distributed to the general public, and the procedures for the transmittal of fare media and collection of receipts at these locations. **RTC** shall limit the number of service outlets to no more than five (5) locations; and shall minimize or eliminate the need for **CONTRACTOR** to collect and handle cash from the sale of fare media at these locations.

4.2.52 **CONTRACTOR** shall handle all customer complaints regarding the transit service, and shall develop and maintain a system for taking, recording and resolving complaints in a timely manner. **CONTRACTOR** shall have a standardized form on which information may be collected, and ensure that a supervisor responds to all customer complaints within one (1) business day, if at all possible. **CONTRACTOR** shall report all serious customer-related problems to **RTC** as soon as practicable.

4.2.53 **CONTRACTOR** shall cooperate, as needed, with **RTC** or Emergency Operations Center personnel on the execution of any local plan or transportation annex that may be implemented in the event of an emergency. **CONTRACTOR** shall retain full control over the scheduling and dispatching of its own employees in the event of an emergency.

4.2.54 **RTC** shall provide all marketing, public relations and media relations for the transit system, although **CONTRACTOR** shall cooperate with and support these efforts.

4.2.55 **CONTRACTOR** shall direct all media inquiries to designated **RTC** staff.

4.2.56 **CONTRACTOR** shall strive to maximize ridership, farebox recovery and on-time performance; while minimizing road calls, collisions and complaints. This shall be accomplished by initial and ongoing employee training, street supervision, random checks, corrective personnel actions, and standards that may be established by **RTC**.

4.2.57 **RTC** reserves the right to establish reporting systems and requirements as it sees fit, and may request reports on transit system performance at any time.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0910-182

Titled: Operating Service for the Jump Around Carson (JAC) Public Transportation System

4.2.58 Changes to this Contract shall be effective only upon written agreement between the parties to Contract. Each change to this contract shall be sequentially numbered as an Amendment hereto and signed by authorized representatives of the District and Contractor. Amendments shall only amend the specific portions of this Contract as written in the Amendment and shall not change any other portion of this Contract.

4.2.58.1 **RTC** may, at any time, request changes within the general scope of this Contract. If any such change will cause an anticipated increase in the cost of, or the time required for, the performance or any part of the Contract, or results in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual revenue services hours of 20,450 annual vehicle service hours, the parties shall meet to negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly by an Amendment.

4.2.58.2 In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating cost, to include, but not limited to, laws, rules, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes being imposed based on energy consumption, changes in the Americans with Disabilities Act; of governmental required increases to employee wages and/or benefits, to include health care benefits, **RTC** and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

4.3 BILLING AND REPORTING:

4.3.1 **CONTRACTOR'S** effective billing period will be for the calendar month.

4.3.2 **CONTRACTOR** shall submit all invoices to **RTC** by the 5th business day of each month – for services performed the preceding month.

4.3.3 Billable time shall be for **ACTUAL** – not scheduled – revenue service hours.

4.3.4 **CONTRACTOR** shall track revenue service hours separately for each vehicle, and account for variations in revenue hours including but not limited to lost runs due to bus breakdowns or inclement weather; unforeseeable delays that push service time beyond regularly scheduled hours; etc.

4.3.5 For fixed route service, revenue service hours shall begin when each distinct vehicle is at its starting point at the Downtown Transfer Point and ready to begin service – but not earlier than the scheduled starting time. Revenue service hours shall end when each distinct vehicle reaches the end of its run for the day at the Downtown Transfer Point.

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4.3.6 For paratransit service, revenue service hours shall begin when each distinct vehicle arrives for its first passenger pickup – even if the passenger is a no-show. Revenue service hours shall end when each distinct vehicle drops off its last passenger for the day – as long as the vehicle remains in continuous service. **CONTRACTOR** shall schedule paratransit trips to optimize revenue service hours and make the most efficient use of the vehicle(s), particularly at the beginning and end of driver shifts. If there is a gap in time of 90 minutes or more between clients, the vehicle shall go out of revenue service and return to the yard until the next scheduled pickup.

4.3.7 **CONTRACTOR** shall submit to **RTC** all required monthly reports along with its invoice.

4.4 INVOICES:

4.4.1 **CONTRACTOR** shall submit invoices to **RTC** by the 5th business day of each month as follows:

4.4.2 Invoices shall be sent using **RTC'S** accounting procedures for claim payments that shall include documentation of the actual costs.

4.4.3 Each claim form submitted is subject to **RTC** audit.

4.4.4 Charges shall be submitted monthly.

4.4.5 Each invoice shall contain a certification that all amounts billed are in accordance with this Contract.

4.4.6 Revenue service hours provided for the billing period indicated on each invoice.

4.5 PAYMENT:

4.5.1 All payments by **RTC** shall be made in arrears, after the service has been provided.

4.5.2 All invoices shall be paid by **RTC** on or before the last working weekday of the month.

4.5.3 If **RTC** disputes any item on an invoice for a reasonable cause, **RTC** may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions.

4.5.4 The amounts and reasons for such deletions shall be documented to **CONTRACTOR** within 15 working days after receipt of invoice by **RTC**.

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4.5.5 **RTC** shall assign a sequential reference number to each deletion.

4.6 INFORMATION AND DOCUMENTS:

4.6.1 All information, data, reports, records, maps, survey results that are existing, available and necessary for carrying out the Scope of Work, shall be furnished to **CONTRACTOR** without charge by **RTC**, and **RTC** shall cooperate in every way possible in carrying out the work without undue delay.

4.7 SHORTAGES AND DELAYS:

4.7.1 In the event that **RTC** fails to provide or delays providing items as herein described, in the number and size required, then **CONTRACTOR** shall not be responsible for any delays or resulting decline in the quality of service.

4.8 MUTUAL COOPERATION:

4.8.1 **CONTRACTOR** recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of **RTC**.

4.8.2 **CONTRACTOR** shall be responsible for maintaining a cooperative and good faith attitude in all relations with **RTC** and shall actively foster a public image of mutual benefit to both parties.

4.8.3 **CONTRACTOR** shall not make any statements or take any actions detrimental to this effort.

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

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **RTC** agrees to pay **CONTRACTOR** based on the following costs:

5.1.1 Year 1 - October 1, 2010 through September 30, 2011 - for a Grand Total of \$529,369 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service

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Estimated Annual Vehicle Service Hours –20,450
Estimated Operating Cost Per Hour - \$25.886
Total Annual Cost - \$-529,369

5.1.2 Year 2 - October 1, 2011 through September 30, 2012- for a Grand Total of \$530,412 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Vehicle Service Hours - 20,450
Estimated Operating Cost Per Hour - \$25.937
Total Annual Cost - \$530,412

5.1.3 Year 3 - October 1, 2012 through September 30, 2013 - for a Grand Total of \$538,387 with a breakdown as follows:

JAC Fixed Route Service and JAC Assist Paratransit Service
Estimated Annual Vehicle Service Hours - 20,450
Estimated Operating Cost Per Hour - \$26.327
Total Annual Cost - \$538,387

5.1.4 **RTC** 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 **RTC** 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 **RTC** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **RTC** 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, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

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7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Regional Transportation Commission. **RTC** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

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:

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

7.3.4 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 required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

7.3.7 If it is found by **RTC** 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 **RTC** 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

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

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7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

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 paragraph survive termination:

7.5.2 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;

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

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

7.5.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into RTC possession all proprietary information in accordance with **Section 23 RTC Ownership of Proprietary Information**.

7.5.5 No more than 60 days and no less than 30 days prior to any expiration or termination of this Contract, the parties shall conduct a joint inspection of the vehicle fleet and mutually agree upon what vehicle repairs are needed prior to the expiration or termination of the contract. The parties shall document the date of the inspection, vehicle number, and inspection findings on a form to be mutually agreed upon by the parties. After the inspection, **CONTRACTOR** shall make all repairs identified and mutually agreed upon during the inspection. On or about the day prior to the effective date of expiration or termination of this Contract, the parties shall perform a follow-up inspection of the vehicle repairs. In the event **CONTRACTOR** has completed all repairs, the parties will indicate on the vehicle inspection form that all repairs have been completed, and sign the vehicle inspection which shall thereafter release **CONTRACTOR** from any further obligation to make repairs to the vehicle.

8 REMEDIES:

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8.1 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 attorneys' 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. **RTC** may set off consideration against any unpaid obligation of **CONTRACTOR** to **RTC**.

9 LIMITED LIABILITY:

9.1 **RTC** will not waive and intends to assert available Nevada Revised Statutes 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 specified in the incorporated attachments. Damages for any **RTC** 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:

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

11 INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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 paragraph.

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11.2 Except as otherwise provided in Subsection 11.2.4 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 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 other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **RTC** 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 **RTC** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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12.4 **CONTRACTOR** shall indemnify and hold **RTC** harmless from, and defend **RTC** 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 **RTC**.

12.6 **CONTRACTOR** and **RTC** intend and agree that **CONTRACTOR**, and any of its employees, shall not be considered as an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and any Nevada revenue and taxation laws, and that **CONTRACTOR** shall solely be responsible for the following for **CONTRACTOR** and its employees:

- withholding of income taxes, FICA, FUTA or any other taxes or fees.
- workers compensation and employers liability coverage.
- health or other benefit plans.
- participation or contribution to any retirement plan.
- sick leave, vacation leave or any other type of leave.
- unemployment compensation coverage.
- wages or overtime compensation due its employees in rendering services pursuant to this contract.

12.7 **RTC**, except as specifically provided in the Contract, shall not control or interfere with the right of **CONTRACTOR** to manage the day to day operations in an independent and autonomous manner;

12.8 the arrangement with **CONTRACTOR** does not contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration);

12.9 **RTC** shall not incur liability of any kind to any employee of **CONTRACTOR** if the Contract is terminated for any reason.

12.10 If any employee of the **CONTRACTOR** brings any employment related suit or action against **RTC** for any reason, **CONTRACTOR** shall defend, indemnify, and hold **RTC** harmless from such suit or action; and

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12.11 **CONTRACTOR** is not restricted from offering its services to the general public while engaged in this work relationship with **RTC** provided such service is not in direct competition with service provided under this Contract, nor interferes in any way with the service provided to **RTC**, nor uses any resources specifically provided by **RTC** for the operating service.

13 INSURANCE REQUIREMENTS:

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

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

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

13.4 Insurance Coverage:

13.4.1 **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 **RTC**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **RTC** of the completion of this Contract; or

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

13.4.2 Any insurance or self-insurance available to **RTC** 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 **RTC**, **CONTRACTOR** shall provide **RTC** with renewal or replacement evidence of insurance prior to 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

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failure, **CONTRACTOR** shall immediately notify **RTC** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **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. Blanket additional insured endorsements shall be allowed to satisfy this requirement.

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

13.5.4 **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 **RTC**. 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 per occurrence, unless otherwise approved by **RTC**.

13.5.5 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium; the Certificates of Insurance shall provide thirty (30) calendar days notice of cancellation to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.6 **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 acceptable to the State 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.

13.5.7 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

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13.5.7.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.7.2 **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 & Contracts to evidence the endorsement of CITY as an additional insured per Subsection 13.5.2.

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

13.5.8 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **RTC** 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 **RTC** or others, and shall be in addition to and not in lieu of any other remedy available to **RTC** under this Contract or otherwise. **RTC** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Five Million Dollars (\$5,000,000.00) - General Aggregate

14.1.2 Five Million Dollars (\$5,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 **AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

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15.2 Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage

15.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.4 **VEHICLE TOTAL LOSS** – Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most Contractor will pay for any one loss is the lesser of; 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the RTC as a loss payee, and shall be primary and in no respect excess to, contributory to, of contingent upon any physical damage coverage carried by RTC. Contractor shall provide RTC with a Certificate of Insurance showing compliance with the requirements of this paragraph.

16 **FIDELITY BOND OR CRIME INSURANCE:**

16.1 Bond or Policy Limit: One Million Dollars (\$100,000.00)

17 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **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 Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

18 **BUSINESS LICENSE:**

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18.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of its Carson City business license to Carson City Purchasing & Contracts.

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

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **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 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 Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **RTC** may set-off against consideration due any delinquent government obligation.

20 WAIVER OF BREACH:

20.1 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.

21 SEVERABILITY:

21.1 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.

22 ASSIGNMENT/DELEGATION:

22.1 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 **RTC**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer

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nor delegate any rights, obligations or duties under this Contract without the prior written approval of **RTC**.

23 RTC OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 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 **RTC** and all such materials shall be delivered into **RTC** 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 **RTC**. Notwithstanding the foregoing, **RTC** shall have no proprietary interest in any materials licensed for use by **RTC** that are subject to patent, trademark or copyright protection.

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

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

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **RTC** 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 Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **RTC** for honoring such a designation. The failure to so label any document that is released by **RTC** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

25.1 **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.

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26 FEDERAL FUNDING:

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

26.1.1 **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.

26.1.2 **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.

26.1.3 **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 shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26.1.4 **Nondiscrimination Assurance** - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR**, and each subcontract the prime **CONTRACTOR** signs with a subcontractor, will include the following statement:

26.1.5 **CONTRACTOR**, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. **CONTRACTOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by **CONTRACTOR** to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

26.1.6 **Prompt Payment Policy and Provisions** - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR** will include the following provision:

26.1.7 The prime **CONTRACTOR** must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the prime **CONTRACTOR** by the CAMPO and/or RTC. Prompt return of retainage payments from

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the prime **CONTRACTOR** to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or RTC's prior written approval. If the prime **CONTRACTOR** determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime **CONTRACTOR** to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.

27 NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

27.1 **CONTRACTOR** agrees to comply with the following Federal certifications and clauses for third-party contracts.

27.1.1 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.

27.1.2 The Contractor agrees to include the above clause in each subcontract finance 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.

27.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

27.2.1 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.

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27.2.2 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.

27.2.3 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.

27.3 ACCESS TO RECORDS AND REPORTS:

The following access to records requirements applicable to this Contract:

27.3.1 Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA 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.

27.3.2 Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA 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 \$100.00.

27.3.3 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 FTA City or a subgrantee of the FTA 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

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which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

27.3.4 Where the Purchaser which is the FTA City or a subgrantee of the FTA 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.

27.3.5 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

27.3.6 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).

27.3.7 FTA does not require the inclusion of these requirements in subcontracts.

27.4 FEDERAL CHANGES:

27.4.1 Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced 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.

27.5 TERMINATION:

27.5.1 **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.

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27.5.2 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.

27.5.2.1 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.

27.5.3 Opportunity to Cure (General Provisions) 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.

27.5.3.1 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.

27.5.4 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.

27.5.5 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.

27.5.6 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

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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.

27.5.6.1 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 the City.

27.5.7 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.

27.5.7.1 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 in the Dispute clause.

27.5.7.2 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.

27.6 CIVIL RIGHTS REQUIREMENTS:

The following requirements apply to the underlying contract:

27.6.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 200d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.

27.6.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

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27.6.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 FTA may issue.

27.6.2.2 Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

27.6.2.3 Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

27.6.3 The Contractor also 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.

27.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

27.7.1 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 0%. A separate contract goal has not been established for this procurement.

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27.7.2 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)).

27.7.3 The successful Bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

27.7.4 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.

27.7.5 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.

27.8 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

27.8.1 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. 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.

27.9 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

27.9.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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27.9.2 The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

27.9.3 By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

27.9.4 The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.10 BREACHED AND DISPUTE RESOLUTION:

27.10.1 **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 (Transportation Manager). 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 Transportation Manager. 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 Transportation Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

27.10.2 **Performance During Dispute** – Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

27.10.3 **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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

27.10.4 **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and the 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.

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27.10.5 **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.

28 LOBBYING:

28.1 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:

28.2 Any federal, state, county or local agency, legislature, commission, counsel or board;

28.3 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

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

28.5 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 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.

29 APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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(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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

30 CLEAN AIR:

30.1 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.

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30.2 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.

31 CLEAN WATER REQUIREMENTS:

31.1 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.

31.2 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.

32 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS:

32.1 The Contractor agrees to comply with applicable transit employee protective requirements as follows:

32.1.1 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.

32.2 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.

33 CHARTER BUS REQUIREMENTS:

33.1 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

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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 provisions of mass transportation.

34 SCHOOL BUS REQUIREMENTS:

34.1 Pursuant to 69 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.

35 DRUG AND ALCOHOL TESTING:

35.1 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 1 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.

36 ENERGY CONSERVATION REQUIREMENTS:

36.1 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.

37 GENERAL WARRANTY:

37.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

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38 PROPER AUTHORITY:

38.1 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 are performed at the sole risk of **CONTRACTOR**.

39 ALTERNATIVE DISPUTE RESOLUTION:

39.1 Pursuant to NRS 338.150, 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 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, in the event that a dispute arising between **RTC** and **CONTRACTOR** cannot otherwise be settled, **RTC** and **CONTRACTOR** agree that, before judicial action may be initiated, **RTC** and **CONTRACTOR** will submit the dispute to non-binding mediation. **RTC** 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 **RTC**. The person selected as mediator shall determine the rules governing the mediation.

40 GOVERNING LAW; JURISDICTION:

40.1 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.

41 ENTIRE CONTRACT AND MODIFICATION:

41.1 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

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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission.

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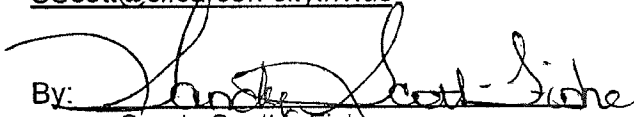
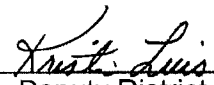
42 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY/RTC
Purchasing and Contracts Department
Attn: Sandy Scott-Fisher
Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S/RTC'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By:  Sandy Scott-Fisher By:  Deputy District Attorney

DATED 7/1/10

DATED 7/14/10

CITY'S/RTC ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2164
ABurnham@carson.org

^{FOR} By: 

DATED 7/14/10

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 29, 2015

Agenda Date Requested: August 12, 2015

To: Regional Transportation Commission

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1516-018 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Ecolane USA, Inc., to provide Transit Service Software and Support Software for the Jump Around Carson's (JAC) bus system through December 17, 2017, for a not to exceed amount of \$69,666.00 with two (2) additional two (2) year maintenance options at \$6,500 per year to be reimbursed by Federal Transit Administration (FTA) 5307 grant funds at a rate of 80%.

Staff Summary: Staff is requesting approval of a contract with Ecolane USA, Inc. for transit service software and software support. The software will provide operations and administrative support to Jump Around Carson's (JAC) bus system, including its dial-a-ride program that provides transportation for individuals with disabilities. Development of the customized software and implementation, including staff training, will take several months. The new software will go into effect on December 17, 2015, and will have performance advantages from the current software provider. JAC will terminate the current software provider's contract on December 31, 2015, allowing for an overlap in contracts to ensure JAC operations have continued use of transit software during this transition. Additionally, the City is contracting separately with Bishop Peak Technology, as a complementary contract, to provide mobile applications for transit customers and additional administrative analytical software for JAC operations.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Commission Action: I move to approve Contract No. 1516-018 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Ecolane USA, Inc., to provide Transit Service Software and Software Support for the Jump Around Carson's (JAC) bus system through December 17, 2017, for a not to exceed amount of \$69,666.00 with two (2) additional two (2) year maintenance options at \$6,500 per year.

Explanation for Recommended Commission Action: Pursuant to **NRS 332.115(1)(b)**: (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$69,666.00


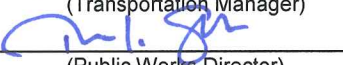
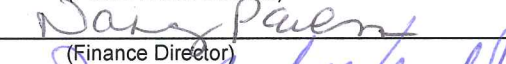

Explanation of Impact: \$69,666.00 with 80% reimbursement from FTA 5307 funds

Funding Source: FTA 5307 grant funds in account 225-3026-430.06-76 will fund the initial invoice of \$34,272, as provided for in FY 2015/2016. FY 2015/2016 budget is \$36,000. The remaining cost of \$35,394 will be funded by FY 2015 ending fund balance.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1516-018 and Exhibit A and B.

Prepared By: Laura Tadman, Purchasing and Contracts Administrator

Reviewed By:  Date: 8/3/15
(Transportation Manager)
 Date: 8/4/15
(Public Works Director)
 Date: 8/3/15
(Finance Director)
 Date: 8/3/15
(District Attorney's Office)

Commission Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

THIS CONTRACT made and entered into this _____ day of _____ 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Ecolane USA, Inc. hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1516-018** (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 approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

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

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

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

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

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from August 13, 2015, subject to Carson City Regional Transportation Commission to December 17, 2017, with two (2) additional two (2) year maintenance options, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

4. NOTICE:

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

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

(Rex A Clark, III, Vice President of Sales
Ecolane USA, Inc.
1150 First Avenue, Suite 910
King of Prussia, PA 19406
610-312-0033 Ext 123/ 712-764-6101
email: rex.clark@ecolane.com

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty-Nine Thousand Six hundred and Sixty-six Dollars and 00/100 (\$69,666.00), with two (2) additional two (2) year maintenance options at Six Thousand Five Hundred Dollars and 00/100 (\$6,500) per year and hereinafter referred to as "Contract Sum".

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

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

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

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

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Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** 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 first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Bus Service Software (Ecolane USA, INC.)

work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as

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defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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governmental entity.

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

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

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, 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 shall provide for a waiver of subrogation as to additional insured, unless:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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 3, Carson City, NV 89701.

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 acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

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

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

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its 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:**

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

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

13.22.4 Discovery period: 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:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

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

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally

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and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. **WAIVER OF BREACH:**

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

17. **SEVERABILITY:**

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

18. **ASSIGNMENT / DELEGATION:**

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

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

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

20. **PUBLIC RECORDS:**

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

21. **CONFIDENTIALITY:**

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

22. **FEDERAL FUNDING (See Exhibit B):**

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

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are

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presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors 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.

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

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

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

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

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

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

24. **GENERAL WARRANTY:**

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

25. **PROPER AUTHORITY:**

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

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

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a

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judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Finance Director
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Finance Director

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

BY: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

Funding Source: 225-3026-430.06-76
Project # N/A

By: _____

Dated _____

PROJECT CONTACT PERSON:

Graham Dollarhide, Transit Coordinator
Telephone: 775-283-7583

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

CONSULTANT

BY: Steve Ross

TITLE: Chief Executive Officer

FIRM: Ecolane USA, Inc.

CARSON CITY BUSINESS LICENSE #: 15-

Address: 1150 First Avenue, Suite 910

City: King of Prussia **State:** PA_ **Zip Code:** 19406

Telephone: (610) 312-0033 EXT 156/ Fax: (712) 764-6101

E-mail Address: steve.ross@ecolane.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)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 12, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-018**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

Brad Bonkowski, Chairperson

DATED this 12th day of August, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 12th day of August, 2015.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Bus Service Software (Ecolane USA, INC.)

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Ecolane DRT Price Proposal for Carson City, NV

Effective June 22, 2015



Number of Demand Response Vehicles	7
Fixed Route Vehicles	7
Fixed Routes	4
1. Ecolane DRT system	
Ecolane DRT Software System - Includes all advanced reporting	\$ 13,300
Includes map data for service area - typically for their service area <5 counties	
Ecolane Fixed Route Software including manual passenger counting	\$ 8,000
Includes static GTFS data	
Carson City 25% discount off FR Software	\$ (2,000)
2. Ecolane Touch Screen MDT Software	
Ecolane MDT Software for Android platform includes turn by turn navigation	\$ 11,200
Centers View Portal	\$ 6,995
Self Service Web Requests	\$ 12,995
3. Hardware	
Tablets using Android OS Carson City supplied	
Ecolane mounting hardware \$199 per vehicle	\$ 2,786
4. Installation/Implementation/Training/Go Live	
Installation of Ecolane DRT System and MDT's	\$ 9,900
Training/Go Live Support	\$ 11,880
Other: Travel (Three on-site trips)	\$ 8,100
5. Maintenance and Support and System Hosting	
First year Hosting included	\$ -
First year Support included	\$ -
Annual Map License (match with row 9) included	\$ -
Annual Maintenance (Years 3-6, per year) Includes updates and hosting	\$ 6,500
Annual Hosting included	\$ -
Annual Support included	\$ -
Upgrades included	\$ -
Updates included	\$ -
PURCHASE TOTAL COST	
DRT Licenses and MDT Software Licenses (Item 1 + Item 2)	\$ 52,490
Year 2 License including all support, updates and hosting	\$ 6,500
Carson City guarantee 25% of license fee, balance to be due if guarantee is met	
40% (not added to total again)	\$ 23,596.00
60% (not added to total again)	\$ 35,394.00
Carson City discount	\$ (21,990)
Hardware ****	\$ 2,786
Services (Item 4)	\$ 29,880
Total System Purchase Costs before guarantee is met	\$ 34,272
Total System Purchase Costs after guarantee is met	\$ 69,666
Annual Costs Yrs. 3-6	\$ 6,500

Implementation/Training assumes 8 hours per day on-site excluding weekends and holidays.

Prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.

Customer may purchase Android tablets and airtime for Tablets through cellular provider. Prices for Tablets range from \$0 to \$499 depending on carrier. Please coordinate your cellular provider with Ecolane prior to ordering hardware.

Customer responsible for Google Earth (see:earth.google.com)

*Data plan does not include web browsing, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for any overages.

**Upgrade and webinar training is included for upgrades, additional on site or new employee training is charged at Refresher Training rate plus travel as applicable.

*** SMS Text messaging also includes text messaging costs of \$1500 per every 10,000 text messages

**** Client may purchase tablets and deduct cost from this estimate. Hardware includes factort warranty only.

Pricing is valid for 60 days

Pricing terms: \$34,272 due at contract signing; \$35,394 due at due upon acceptance of guarantee no longer than 90 days from go live

EXHIBIT A

Signed
Name
Title
Date

Rex A. Clark III
Vice President of Sales
July 16, 2015

**REQUIRED FEDERAL CLAUSES
(Procurements Exceeding \$25,000)**

Vendor agrees to comply with the following required clauses for this FTA-assisted procurement:

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.

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.

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 FTA City or a subgrantee of the FTA 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 FTA City or a subgrantee of the FTA 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 FTA City or a subgrantee of the FTA 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 FTA City or a subgrantee of the FTA 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.

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.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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 FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also 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.

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.

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.

TERMINATION PROVISIONS

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

DEBARMENT AND SUSPENSION

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 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. 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 0.34%. A separate contract goal has not been established for this procurement.

b. 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)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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.

e. 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.



**Carson City Regional Transportation Commission
Item for Commission Information**

RTC Meeting Date: August 12, 2015
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: July 23, 2015
Subject Title: Street Operations Activity Report.
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of June 2015**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	620 blocks applied
Street Patching Operation	30 tons of asphalt
Pot Hole Repairs	3

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	7
Tree Removal	2
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	645 gallons of Glyphosate (Round up) applied

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	12.5
Curb & Gutter Linear Feet	13
Sidewalk & Flat Work Sq/Ft	547
Wheel Chair Ramps	N/A

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	<ul style="list-style-type: none"> Graded unpaved road Nichols Ln. Graded unpaved Alley way between Robinson St and Telegraph St. Graded unpaved road Gardner Ln.
Shoulder Work on Asphalt Roads	<ul style="list-style-type: none"> Improved the drainage and 400 feet of shoulder on Carson River Rd south of E. 5th St.
Debris cleaned up	N/A

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	N/A
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	739
Total sediment removed from system	20 yards
Line Locations Performed	242

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	808.2
Yards of Material Picked Up	284 Yards
City Parking Lots Swept	Safety Complex, 3 rd St, Ann St City Hall, Mills Park, Governors Field, Cemetery and the Senior Center.

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	20
Bins Hauled for Fire Department	32
Bins Hauled for Sweeping Operation	65
Bins Hauled for Other Operations	7 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	14
Signs Replaced	15
Sign Post Replaced	6
Signs Replaced due to Graffiti Damage	11
Delineators	3
Cross Walks Painted	49
Stop Bars Painted	101
Yield Bars Painted	25
Right Arrows Painted	4
Left Arrows Painted	8
Straight Arrows Painted	98
Stop (word)	13
Only (word)	4
Bike Symbol & Arrow	N/A
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	2
Wind	N/A

Item G-2



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: August 12, 2015
Time Requested: 15 Minutes

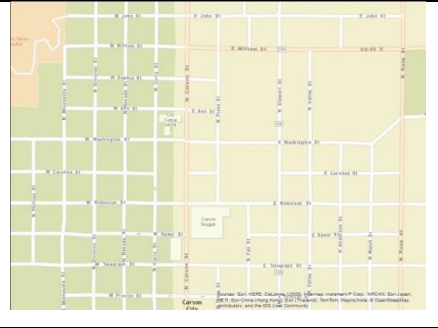
To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: July 29, 2015
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	East/West Water Transmission Main Phase 2A-2		
Department Responsible:	Public Works		
Project Description:	East/West Water Transmission Main Phase 2A-2 involves construction of approximately 2,800 linear feet of 24 inch diameter water transmission main along Washington Street from just west of Roop Street to Phillips Street. As part of this project, there will be sidewalk improvements, including ADA-accessible improvements, on the north side of Washington Street from approximately Plaza Street to Phillips Street.		
Justification:			
Project Location:	Washington Street from just west of Roop Street to Phillips Street.	Project No:	
Total Estimated Cost:	\$2,100,000	Project to Date Cost: \$100,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
Status: Currently out to bid. Construction to start late September.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program


Project Description Report

Project Name:	William Street (Route 50) Path Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of removing and replacing approximately 1,600 feet of a substandard asphalt concrete path with an elevated 10-ft wide concrete path. The new path would be about 7 to 12 inches above the existing path grade. Other project components include improvements to drainage, raising utility boxes, installing signs and striping and other common improvements related to the project.		
Justification:	This project will replace sections of the existing path that have deteriorated that currently pose barriers to accessibility. The project will also incorporate striping and signage to further demarcate the path from adjacent land uses.		
Project Location:	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	Project No: 3.1403	
Total Estimated Cost:	\$290,000 to be amended	Project to Date Cost: \$20,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$210,000*	\$0
Status: Project to begin early August.				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



Carson City, Nevada 2010/11-2014/15 Capital Improvement Program Project Description Report

Project Name:	Long Street Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	Construct new ADA-compliant sidewalk.		
Justification:	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
Project Location:	Long Street between Stewart Street and Carson Street.	Project No:	
Total Estimated Cost:	\$140,000	Project to Date Cost: \$0.00	


Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$0	\$140,000*
Status: Project was awarded and construction will start early August.				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Clear Creek Avenue Sanitary Sewer Extension		
Department Responsible:	Public Works		
Project Description:	Construct approximately 2,300 feet of sewer main, along with water main and storm drain improvements, including roadway reconstruction and related improvements.		
Justification:	This project will complete the sewer connection that will bypass the Bigelow Sewer Pump Station.		
Project Location:	Clear Creek Avenue between Horatio Lane and Center Drive.	Project No: 050023	
Total Estimated Cost:	\$1,200,000	Project to Date Cost: \$100,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
515	SEWER FUND	\$0	\$0	\$1,200,000
Status: Project is under construction.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Little Lane Roadway Reconstruct		
Department Responsible:	Public Works		
Project Description:	Remove and rebuild roadway on Little Lane from Janas Way to Saliman Road. Project includes replacement of curb ramps on the south side of the roadway.		
Justification:	This project will replace a section of roadway that has exceeded its useful life and provide for a safe and connected pedestrian facility that on the south side of the road.		
Project Location:	Little Lane between Janas Way and Saliman Road.	Project No: ST0006	
Total Estimated Cost:	\$280,000	Project to Date Cost: \$8,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$280,000
Status: Project has been awarded, construction to start in August.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

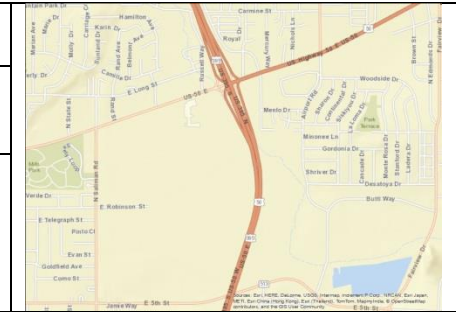
Project Name:	Division Street Roadway Repaving		
Department Responsible:	Public Works		
Project Description:	Pulverize and repave the roadway on Division Street from Fifth Street to King Street. Project includes curb and gutter and sidewalk improvements on both sides of the roadway.		
Justification:	This project will repave a section of roadway that has significantly degraded and provide for drainage improvements and a safe and connected pedestrian facility where there are currently gaps.		
Project Location:	Division Street between Fifth Street and King Street.	Project No: ST0005	
Total Estimated Cost:	\$300,000	Project to Date Cost: \$4,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$300,000
Status: At 100% design. Construction estimated to start in October.				



Carson City, Nevada 2010/11-2014/15 Capital Improvement Program Project Description Report

Project Name:	Carson City Freeway Multi-Use Path	
Department Responsible:	Public Works	
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No:
Total Estimated Cost:	\$684,000	Project to Date Cost: \$0



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
Status: Notice to proceed to design given.				

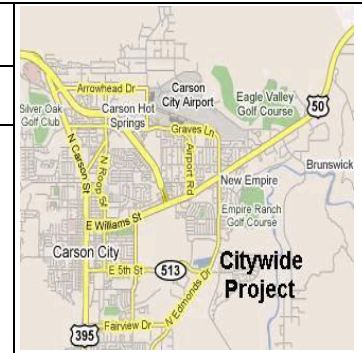


Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Slurry Seal Program	
Department Responsible:	Public Works	
Project Description:	The work consists of notification to residents, asphalt crack preparation, furnishing and placing asphalt crack seal material, furnishing and placing emulsion with aggregate (slurry seal/chip seal), layout and painting of traffic striping and symbols, and traffic control.	
Justification:	Slurry seal maintenance extends pavement life. Although the serviceability of an untreated asphalt pavement may be adequate for some time, pavement deterioration continues.	
Project Location:	Citywide	Project No: 3.0804
Total Estimated Cost:	\$700,000 (annually)	Project to Date Cost: \$920,000



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$686,007	\$1,006,000	\$1,005,407
Status:				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Traffic Line Markings (Long Line)		
Department Responsible:	Public Works		
Project Description:	Paint traffic line markings.		
Justification:	Safety of motoring/cycling public.		
Project Location:	Citywide	Project No: 3.0805	
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$119,760	\$173,000	\$141,691
Status:				