



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

**Day:** Wednesday  
**Date:** August 9, 2017  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

**AGENDA NOTES:** The 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 Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [dgoering@carson.org](mailto:dgoering@carson.org), or call Dirk Goering at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Dirk Goering, Senior Transportation Planner, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

**2. AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**3. DISCLOSURES:** Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

**4. PUBLIC COMMENT:** Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. 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 RTC 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.

## 5. APPROVAL OF MINUTES:

5.A (For Possible Action) July 12, 2017 Draft Minutes

## 6. PUBLIC MEETING ITEM(S):

**6.A (For Possible Action)** To accept award of a grant through the Nevada Aging and Disability Services Division (ADSD) in the amount of \$50,000 for the period July 1, 2017 to June 30, 2018, and to authorize the Transportation Manager to sign the quarterly Request for Funds.

**Staff Summary:** An Independent Living Grant (ILG) has been awarded to the RTC for Fiscal Year 2018. The grant funds will be used to partially underwrite the cost of the Senior Bus Pass Program, which provides free rides to senior citizens (60+) on the JAC fixed route system. Acceptance of the award requires signature by the RTC Chair of the Notification of Grant Award and Confidentiality Addendum.

**6.B (For Possible Action)** To approve Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for a not to exceed amount of \$87,950 to be funded from the RTC Account.

**Staff Summary:** Carson City has selected Lumos and Associates from their professional services On Call List in order to gather and provide survey data relating to topography, right-of-way, and design support along Carson Street between the intersection of Stewart and the intersection of Hwy 50 West. The survey data will be necessary in order to begin the design of the South Carson St. resurfacing project.

**6.C (For Possible Action)** To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-021 Carson City Pavement Preservation-Micro-Surfacing Project for base bid of \$664,007.00, plus a 10% contingency amount of up to \$66,400.70 for a total not to exceed amount of \$730,407.70 to be funded from the RTC Account as provided in the FY18 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Carson City Pavement Preservation-Micro-Surfacing Project. The project consists of completing approximately 191,700 square yards of micro-surfacing on multiple streets in Carson City. The Engineer's estimate for this project was \$740,000.00.

**6.D (For Possible Action)** To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5310 funds.

**Staff Summary:** Staff has prepared an application for the fiscal year 2017 partial apportionment of FTA Section 5310 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 2017 5310 partial apportionment will be used to fund costs associated with operating the Jump Around Carson (JAC) transit system.

**6.E (For Possible Action)** To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5339 funds.

**Staff Summary:** Staff has prepared an application for the fiscal year 2017 partial apportionment of FTA Section 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 2017 5339 partial apportionment will be used to fund capital costs associated with updating the JAC vehicle fleet.

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):**

- 7.A Street Operations Activity Report
- 7.B Project Status Report
- 7.C Future Agenda Items

**8. BOARD COMMENTS (Information only):** Status reports and comments from the members of the RTC Board.

**9. PUBLIC COMMENT:** Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. 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 RTC 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.

**10. The Next Meeting is Tentatively Scheduled:** 4:30 p.m., Wednesday, September 13, 2017, at the Sierra Room - Community Center, 851 East William Street.

**11. ADJOURNMENT: For Possible Action**

This agenda has been posted at the following locations on Thursday, August 3, 2017, before 5:00 p.m.:  
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  
Carson City Planning Division, 108 E. Proctor Street  
Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden  
Lyon County Manager's Office, 27 South Main Street, Yerington  
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City  
City Website: [www.carson.org/agendas](http://www.carson.org/agendas)  
State Website: <https://notice.nv.gov>

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**Minutes of the July 12, 2017 Meeting**

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**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled for 4:30 p.m. on Wednesday, July 12, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
Vice Chairperson Jim Smolenski  
Commissioner Lori Bagwell  
Commissioner Mark Kimbrough

**STAFF:** Darren Schulz, Public Works Department Director  
Dirk Goering, Senior Transportation Planner  
Graham Dollarhide, Transit Coordinator  
J. Daniel Yu, Deputy District Attorney  
Tamar Warren, Deputy Clerk

**NOTE:** A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Carson City Clerk's Office, during regular business hours.

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:29:48)** - Chairperson Bonkowski called the meeting to order at 4:29 p.m. Ms. Warren called the roll; a quorum was present. Commissioner Zenteno was absent.

**2. AGENDA MANAGEMENT NOTICE (4:30:21)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

**3. DISCLOSURES (4:30:34)** - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

**4. PUBLIC COMMENT (4:30:49)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**5. POSSIBLE ACTION ON APPROVAL OF MINUTES - June 14, 2017 (4:31:11)** - Chairperson Bonkowski entertained suggested revisions to the minutes and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to approve the minutes. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

**6. PUBLIC MEETING ITEMS**

**6(A) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1617-151, "CARSON CITY PAVEMENT PRESERVATION - SLURRY PROJECT," FOR A BASE BID OF \$153,007.00, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$15,300.70, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$168,307.70, TO BE FUNDED FROM THE RTC ACCOUNT, AS PROVIDED IN THE FY 18 BUDGET (4:31:34)** - Chairperson Bonkowski introduced this item. Mr. Goering reviewed

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the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional commissioner questions or comments and public comments. When no additional questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Vice Chairperson Smolenski moved to determine Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1617-151, “Carson City Pavement Preservation - Slurry Project,” for a base bid of \$153,007, plus a contingency amount of up to \$15,300.70, for a total not-to-exceed amount of \$168,307.70, to be funded from the RTC account, as provided in the FY18 budget. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

<b>RESULT:</b>	Approved [4 - 0]
<b>MOVER:</b>	Vice Chairperson Jim Smolenski
<b>SECOND:</b>	Commissioner Lori Bagwell
<b>AYES:</b>	Vice Chair Smolenski, Commissioners Bagwell, Kimbrough, Chair Bonkowski
<b>NAYS:</b>	None
<b>ABSENT:</b>	Commissioner Jack Zenteno
<b>ABSTAIN:</b>	None

**6(B) POSSIBLE ACTION TO DIRECT STAFF TO ALLOCATE CARSON CITY’S 2018 SHARE OF SURFACE TRANSPORTATION BLOCK GRANT (“STBG”) FUNDS TO THE SOUTH CARSON STREET COMPLETE STREETS PROJECT (4:35:11)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Mr. Goering and Mr. Schulz responded to questions of clarification. Chairperson Bonkowski entertained additional commissioner questions or comments and, when none were forthcoming public comments. When no public comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Kimbrough moved to direct staff to allocate Carson City’s 2018 share of the Surface Transportation Block Grant funds to the South Carson Street Complete Streets Project. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion. Chairperson Bonkowski and Mr. Schulz responded to additional questions of clarification. Chairperson Bonkowski entertained additional discussion and, when none was forthcoming, called for a vote on the pending motion.

<b>RESULT:</b>	Approved [4 - 0]
<b>MOVER:</b>	Commissioner Mark Kimbrough
<b>SECOND:</b>	Commissioner Lori Bagwell
<b>AYES:</b>	Commissioners Kimbrough, Bagwell, Vice Chair Smolenski, Chair Bonkowski
<b>NAYS:</b>	None
<b>ABSENT:</b>	Commissioner Jack Zenteno
<b>ABSTAIN:</b>	None

**6(C) INFORMATION ONLY TO UPDATE THE COMMISSION ON A CONTRACT WITH THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF HEALTHCARE FINANCING AND POLICY (“DHCFP”), PERTAINING TO PARTIAL REIMBURSEMENT OF TRANSPORTATION SERVICES FOR ELIGIBLE MEDICAID RECIPIENTS (4:40:31)** - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. At Commissioner Bagwell’s request, Mr. Dollarhide reviewed the most recent invoice and the reimbursement history. He responded to additional questions of clarification. Chairperson

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**DRAFT**

Bonkowski entertained additional questions or comments and, when none were forthcoming, public comment. No public comment was forthcoming.

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:**

**7(A) STREET OPERATIONS ACTIVITY REPORT (4:44:43)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the report which was included in the agenda materials. In response to a question, Mr. Goering provided background information on installation of the stop sign at Conte Drive. Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

**7(B) PROJECT STATUS REPORT (4:46:24)** - Chairperson Bonkowski introduced this item. Mr. Goering reviewed the agenda materials, and responded to questions of clarification regarding the status of the Sierra Vista Lane reconstruction project. Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

**7(C) FUTURE AGENDA ITEMS (4:53:18)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the tentative agenda for the August commission meeting.

**8. COMMISSIONER COMMENTS (4:54:12)** - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

**9. PUBLIC COMMENT (4:53:57)** - Mr. Schulz advised that the Public Works Department Open House was scheduled for Saturday, July 15<sup>th</sup> from 10:00 a.m. to 2:00 p.m. (4:54:18) Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR 4:30 P.M. ON WEDNESDAY, AUGUST 9, 2017 AT THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY, NEVADA (4:54:28)** - Chairperson Bonkowski read this item into the record.

**11. ACTION ON ADJOURNMENT (4:54:46)** - Chairperson Bonkowski adjourned the meeting at 4:54 p.m.

The Minutes of the July 12, 2017 Carson City Regional Transportation Commission are so approved this \_\_\_\_\_ day of August, 2017.

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BRAD BONKOWSKI, Chair



## STAFF REPORT

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

**Meeting Date:** August 9, 2017

**Staff Contact:** Graham Dollarhide, Transit Coordinator

**Agenda Title: (For Possible Action)** To accept award of a grant through the Nevada Aging and Disability Services Division (ADSD) in the amount of \$50,000 for the period July 1, 2017 to June 30, 2018, and to authorize the Transportation Manager to sign the quarterly Request for Funds.

**Staff Summary:** An Independent Living Grant (ILG) has been awarded to the RTC for Fiscal Year 2018. The grant funds will be used to partially underwrite the cost of the Senior Bus Pass Program, which provides free rides to senior citizens (60+) on the JAC fixed route system. Acceptance of the award requires signature by the RTC Chair of the Notification of Grant Award and Confidentiality Addendum.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to accept award of a grant through the Nevada Aging and Disability Services Division (ADSD) in the amount of \$50,000 for the period July 1, 2017 to June 30, 2018, and to authorize the Transportation Manager to sign the quarterly Request for Funds.

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

This will be the 10<sup>th</sup> straight year that JAC has offered free bus passes to seniors through the Senior Bus Pass Program via an ILG grant through ADSD. This program has proven to be highly beneficial for those in need of transportation. Seniors have taken over 70,000 trips annually and comprise about 1/3 of the fixed route system's total ridership. A local match of \$7,500 is required, which will be paid for out of the Transit Fund.

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

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 225-0000-334.80-00.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: An increase in the Transit Fund equal to the amount of the grant award; a match amount of \$7,500 is required.

**Alternatives**

N/A

**Supporting Material**

Nevada Aging and Disability Services Division (ADSD) Notification of Grant Award (NGA) and Confidentiality Addendum (CA).

**Board Action Taken:**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**NOTIFICATION OF GRANT AWARD**

**Grantee:** Carson City RTC **Date:** June 20, 2017  
**Program Name:** Jump Around Carson **New / Revised Award:** New  
**Grant Number:** 01-006-43-LX-18 **Award Fiscal Year:** 2018  
**Grant Period:** 7/1/2017 - 6/30/2018

**Vendor #:** T80990941 **Funded Service:** Voucher Services  
**DUNS #:** 073787152 **Grant Type:** Categorical

CFDA #				Total
Funding Source	Independent Living			
Award	\$50,000.00			\$50,000.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Required Match	\$7,500.00	\$0.00	\$0.00	\$7,500.00

**Standard Grant Conditions**

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with SAMs will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or grant funds will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

NOTIFICATION OF GRANT AWARD


Grant Number: 01-006-43-LX-18

Date: June 20, 2017

- J. All Division funded programs must be listed on the Nevada 2-1-1 website - www.Nevada211.org.
- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will de-obligate all funds not obligated by the end of the grant award period. Grantees must request funding for reimbursements within a month of the end of the grant period unless otherwise directed by ADSD.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
  - Revised Budget
  - Revised Projected Output Form

  
 \_\_\_\_\_  
 Edward Ableser, Administrator

6/27/17  
 \_\_\_\_\_  
 Date

**STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.**

\_\_\_\_\_

Signature, Title

\_\_\_\_\_

Date

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING & DISABILITY SERVICES DIVISION  
CONFIDENTIALITY ADDENDUM**

BETWEEN

Aging & Disability Services Division

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Hereinafter referred to as "Division"  
and

Carson City RTC

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hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR


1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Edward Ableser  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Administrator  
\_\_\_\_\_



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** August 9, 2017

**Staff Contact:** Darren Anderson, Project Manager

**Agenda Title: (For Possible Action)** To approve Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for a not to exceed amount of \$87,950 to be funded from the RTC Account.

**Staff Summary:** Carson City has selected Lumos and Associates from their professional services On Call List in order to gather and provide survey data relating to topography, right-of-way, and design support along South Carson Street between the intersection of Stewart Street and South Carson Street and the intersection of Hwy 50 West. The survey data will be necessary in order to begin the design of the South Carson Street resurfacing project.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for a not to exceed amount of \$87,950 to be funded from the RTC Account.

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

The survey data that will be gathered and provided by Lumos and Associate will be used to design the roadway improvements along South Carson Street including re-configuring traffic lanes, improving intersections, adding a multi-use path and median island, as well as completing bike and pedestrian improvements.

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

NRS Chapter 332

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: RTC / 250-3035-431.70-40

Is it currently budgeted?  Yes  No,

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by \$87,950.

**Alternatives** - N/A

**Supporting Material**

-Draft contract

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Lumos & Associates, Inc., hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

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

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1718-046** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

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

**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. 1718-046

Title: South Carson Street Survey

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

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

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

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

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

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

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.8 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 9, 2017 to December 31, 2018, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

## 4. NOTICE:

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

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

Michael Bennett  
Lumos & Associates, Inc.  
800 E. College Parkway  
Carson City, NV 89706  
775-883-7077  
mbennett@lumosinc.com

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

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7263 / FAX 775-887-2286  
[LRader@carson.org](mailto:LRader@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 Eighty Seven Thousand Nine Hundred Fifty Dollars and 00/100 (\$87,950.00), and hereinafter referred to as "Contract Sum".

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

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the 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 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**.

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## 7. CONTRACT TERMINATION:

### 7.1 Termination Without Cause:

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

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

### 7.2 Termination for Nonappropriation:

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

### 7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

### 7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

### 7.6 Notice of Termination:

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

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period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 8. REMEDIES:

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

## 9. LIMITED LIABILITY:

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

## 10. FORCE MAJEURE:

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

## 11. INDEMNIFICATION:

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

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



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

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

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

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

## 12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

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

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and

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having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

## 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1718-046

Title: South Carson Street Survey

insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

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

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

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

### 13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

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

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

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

13.22.5 A certified copy of this policy may be required.

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

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1718-046

Title: South Carson Street Survey

with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 14. BUSINESS LICENSE:

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

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

## 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

## 16. WAIVER OF BREACH:

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

## 17. SEVERABILITY:

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

## 18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1718-046

Title: South Carson Street Survey

Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

## 20. PUBLIC RECORDS:

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

## 21. CONFIDENTIALITY:

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

## 22. FEDERAL FUNDING:

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

22.1.1 **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.

22.1.2 **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.

22.1.3 **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 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).

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1718-046

Title: South Carson Street Survey

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

### 23. **LOBBYING:**

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

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

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

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

### 24. **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 for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

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

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **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.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

**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. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

**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**

Chief Financial Officer  
Attn: Laura Tadman, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2286  
[LTadman@carson.org](mailto: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, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**  
**CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY: Laura Rader, CPPB**

Account: 250-3035-431.70-40

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Darren Anderson, Project Manager  
Telephone: 775-283-7584

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

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:** Michael Bennett

**TITLE:** Principal

**FIRM:** Lumos & Associates, Inc.

**CARSON CITY BUSINESS LICENSE #:** 17-0471

**Address:** 800 E. College Parkway

**City:** Carson City **State:** NV **Zip Code:** 89706

**Telephone:** 775-883-7077

**E-mail Address:** mbennett@lumosinc.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**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 9, 2017 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-046** and titled **South Carson Street Survey**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
BRAD BONKOWSKI CHAIRPERSON

DATED this 9th day of August, 2017.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 9th day of August, 2017.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1718-046**

**Title: South Carson Street Survey**

**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 \$\$
<b>Total for this invoice</b>				

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**



Carson City • Fallon • Lake Tahoe • Reno

[www.LumosInc.com](http://www.LumosInc.com)

**Carson City**  
800 E. College Parkway  
Carson City, Nevada 89706  
775.883.7077

June 30, 2017

LA17.261

Mr. Darren Anderson, P.E.  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701  
(775) 283-7584

**RE: South Carson Street Corridor, Carson City, NV**

Dear Mr. Anderson,

Lumos & Associates, Inc. (Lumos), appreciates the opportunity to submit this proposal to provide professional surveying services for this project. Based upon our understanding of the project we propose to provide the following tasks.

**Topographic Survey**

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. Additionally, field shots will be collected at areas of known crosswalk and sidewalk improvements to achieve a higher degree of vertical accuracy. A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Carson City Control Network, Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be reference to NAVD88. The area to be mapped will be along Carson Street from the intersection of Stewart Street to 200' south of the intersection of Appion Way and including the frontage road to the east of Carson St.

**Right of Way Survey**

Lumos will review Right of Way Mapping from the Nevada Department of Transportation (N.D.O.T.). The mapping for the entire alignment to be surveyed will be calculated prior to beginning field work. During the ground survey portion of this project existing highway monuments and property corners will be located along the project corridor. A best fit of the existing right of way will be made based upon found monuments and record mapping. This task will not include any verification or research of existing ownership. There may be areas discovered that could have a material discrepancy in the record to what is found in the field. If this occurs we will present the findings. If the proposed improvements are close to any possible conflicts additional field work and research may be needed and ultimately a Record of Survey may be required. If this happens, we would appreciate the opportunity to provide a proposal for a modification to our scope and fees accordingly.

An information request was made to N.D.O.T. for the preparation of this proposal. In addition to right of way and alignment details, we requested existing lease areas along this corridor. A spread sheet of 16 leases was provided. If detailed exhibits are available, Lumos can incorporate these areas into our project basemap.

**Design Support Survey**

After delivery of the topographic and right of way survey it is anticipated that the design team will need periodic additional survey as the project evolves. We have budgeted 40 hours of field crew time with additional office support to assist during the design if needed.

<b>Total Proposed Fees:</b>	<b>Topographic &amp; Right of Way Survey</b>	<b>\$76,300</b>
	<b>Design Support Survey</b>	<b>\$11,650</b>

Mapping can be completed and delivered within 10 weeks of notice to proceed, weather depending. Our final deliverables will be a digital terrain model, topographic basemap, color orthophoto, and a comma delimited ASCII file of survey points collected, all in a digital format. We do not anticipate setting up sheet sets or plotting the existing alignment conditions.

We look forward to working with you on this project, and if you have any questions or require any additional information, please contact me.

Sincerely,



Greg Phillips, P.L.S., W.R.S.  
Director – Surveying Division



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** August 9, 2017

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

**Agenda Title: (For Possible Action)** To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-021 Carson City Pavement Preservation-Micro-Surfacing Project for base bid of \$664,007.00, plus a 10% contingency amount of up to \$66,400.70 for a total not to exceed amount of \$730,407.70 to be funded from the RTC Account as provided in the FY18 budget.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Carson City Pavement Preservation-Micro-Surfacing Project. The project consists of completing approximately 191,700 square yards of micro-surfacing on multiple streets in Carson City. The Engineer's estimate for this project was \$740,000.00.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to determine Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-021 Carson City Pavement Preservation-Micro-Surfacing Project for base bid of \$664,007.00, plus a 10% contingency amount of up to \$66,400.70 for a total not to exceed amount of \$730,407.70 to be funded from the RTC Account as provided in the FY18 budget.

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

NOTICE TO CONTRACTORS was published in the Nevada Appeal and on the Carson City website on July 8, 2017. The bids were opened at approximately 11:10 a.m. on July 25, 2017 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter: Sierra Nevada Construction; Spencer Hughes, VSS International; Brian Elder, Carson City Public Works; Rachel Porcari; Carson City Executive Offices, and Laura Rader; Purchasing and Contracts.

Bids were received from the following bidders.

**Name of Bidder**

Sierra Nevada Construction, Inc.  
VSS International, Inc.  
Intermountain Slurry Seal, Inc.

**Total Bid (Base + Additive Alternate)**

\$539,222.00 + \$124,785.00 = \$664,007.00  
\$721,860.25 + \$149,139.75 = \$871,000.00  
\$736,736.00 + \$170,462.70 = \$907,198.70

Staff recommends award to Sierra Nevada Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 250-3035-431.70-40

Is it currently budgeted?  Yes  No,

Explanation of Fiscal Impact: If approved the above referenced account will be decreased by \$730,407.70. Partial FY18 budget and partial FY17 roll forward of undesignated projects budget.

**Alternatives** - N/A

**Supporting Material**

- Bid tabulation report and draft contract

**Board Action Taken:**

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

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

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

Aye/Nay

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

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



**Bid Tabulation Report from Carson City Purchasing & Contracts**  
**775-283-7137**

<http://www.carson.org/index.aspx?page=998>

**Notice to Contractors Bid# 1718-021 CC Pavement Preservation-Micro Surfacing Project**

**Date and Time of Opening: July 25, 2017 @ 11:10am**

Description			Bidder # 1		Bidder # 2		Bidder #3		
			SNC		VSS		Intermountain		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$15,000.00	\$15,000.00	\$40,250.00	\$40,250.00	\$25,642.25	\$25,642.25
2	Temporary Erosion Control	1	LS	\$2,500.00	\$2,500.00	\$1,410.45	\$1,410.45	\$5,000.00	\$5,000.00
3	Traffic Control	1	LS	\$84,337.55	\$84,337.55	\$71,500.00	\$71,500.00	\$60,000.00	\$60,000.00
4	Micro-Surfacing Type III	191,700	SY	\$1.85	\$354,645.00	\$2.73	\$523,341.00	\$2.95	\$565,515.00
5	Pavement Striping – 4" Solid White Line	82,216	LF	\$0.31	\$25,486.96	\$0.32	\$26,309.12	\$0.30	\$24,664.80
6	Pavement Striping – 4" Solid Yellow Line	5,139	LF	\$0.31	\$1,593.09	\$0.32	\$1,644.48	\$0.30	\$1,541.70
7	Pavement Striping – 4" Broken Yellow Stripe	4,602	LF	\$0.26	\$1,196.52	\$0.27	\$1,242.54	\$0.25	\$1,150.50
8	Pavement Striping – 4" Broken White Stripe	2,483	LF	\$0.26	\$645.58	\$0.27	\$670.41	\$0.25	\$620.75
9	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	7,540	LF	\$0.51	\$3,845.40	\$0.53	\$3,996.20	\$0.50	\$3,770.00
10	Pavement Striping – 4" Double Solid Yellow Line	38,268	LF	\$0.51	\$19,516.68	\$0.53	\$20,282.04	\$0.50	\$19,134.00
11	Pavement Striping – 8" Solid White Line	5,160	LF	\$0.51	\$2,631.60	\$0.53	\$2,734.80	\$0.50	\$2,580.00
12	Pavement Striping – 24" Solid White Crosswalk Line	4,020	LF	\$2.05	\$8,241.00	\$2.10	\$8,442.00	\$2.00	\$8,040.00
13	Pavement Striping – 24" Solid White Stop Bar Line	508	LF	\$2.05	\$1,041.40	\$2.10	\$1,066.80	\$2.00	\$1,016.00
14	Pavement Symbol – Left and Right Turn Arrows	69	EA	\$51.00	\$3,519.00	\$52.50	\$3,622.50	\$50.00	\$3,450.00
15	Pavement Symbol – Thru Arrows	6	EA	\$51.00	\$306.00	\$52.50	\$315.00	\$50.00	\$300.00
16	Pavement Symbol – Merge Arrows	3	EA	\$145.00	\$435.00	\$147.00	\$441.00	\$140.00	\$420.00
17	Pavement Symbol – "ONLY"	38	EA	\$67.00	\$2,546.00	\$68.25	\$2,593.50	\$65.00	\$2,470.00
18	Pavement Symbol – Bike & Arrow	17	EA	\$130.00	\$2,210.00	\$131.25	\$2,231.25	\$125.00	\$2,125.00
19	Pavement Striping – 4" White Shared Bike Lane Skip Stripe (2' Long with 6' Gap)	712	LF	\$0.51	\$363.12	\$0.53	\$377.36	\$0.50	\$356.00
20	Pavement Striping – 8" White Shared Bike Lane Skip Stripe (2' Long with 6' Gap)	560	LF	\$0.51	\$285.60	\$0.53	\$296.80	\$0.50	\$280.00
21	Pavement Symbol - Shark Teeth Yield Line 24"x36"	433	EA	\$20.50	\$8,876.50	\$21.00	\$9,093.00	\$20.00	\$8,660.00
<b>BP.2 Total Base Bid Price (Schedule A)</b>					\$539,222.00		\$721,860.25		\$736,736.00
<b>Additive Alternate - Schedule B</b>									
22	AA1) Sawcut, Remove and Permanents Patch AC on Edmonds Drive. Full 12 Foot Lane Width, 4" AC on 8" Type II Aggregate Base. (For Full Lance AC Patching, Contractor Shall Use Paver)	4,200	SF	\$11.00	\$46,200.00	\$14.28	\$59,976.00	\$16.32	\$68,544.00
23	AA2) Sawcut Remove and Replace AC Pavement, 4" AC on 8" Type II Aggregate Base. (Patch Width of 2 to 6 Feet)	6,045	SF	\$13.00	\$78,585.00	\$14.75	\$89,163.75	\$16.86	\$101,918.70
<b>BP.3 Total Alternate Bid Price (Schedule B)</b>					\$124,785.00		\$149,139.75		\$170,462.70
<b>Total Bid Price written in words? y/n</b>									
				Y		Y		Y	
<b>Bidder Information provided? y/n</b>									
				Y		Y		Y	
<b>Sub Contractors listed? y/n or none</b>									
				Y		Y		Y	
<b>Bid Document executed? y/n</b>									
				Y		Y		Y	

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

THIS CONTRACT is made and entered into this 9<sup>th</sup> day of August, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

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

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(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**, **CONTRACTOR'S** compensation under this agreement (does\_\_\_) (does not X\_\_\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1718-021**, titled; **Carson City Pavement Preservation-Micro-Surfacing Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

#### 1. REQUIRED APPROVAL:

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

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1718-021 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/bids>.

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

For P&C Use Only

CCBL expires \_\_\_\_\_

NVCL expires \_\_\_\_\_

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

WC expires \_\_\_\_\_

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

Title: Carson City Pavement Preservation-Micro-Surfacing Project

### 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

### 4. NOTICE:

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

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

Kevin Robertson, President  
Sierra Nevada Construction, Inc.  
P.O. Box 50760  
Sparks, NV 89435  
775-335-0535  
email: bids@snc.biz

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

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

### 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Six Hundred Sixty Four Thousand Seven Dollars and 00/100 (\$664,007.00).

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

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

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

### 6. CONTRACT TERMINATION:

#### 6.1 Termination Without Cause:

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

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

#### 6.2 Termination for Nonappropriation:

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

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

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

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

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

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

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

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

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

### 8. FAIR EMPLOYMENT PRACTICES:

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

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

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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### 9. PREFERENTIAL EMPLOYMENT:

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

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

### 10. REMEDIES:

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

### 11. LIMITED LIABILITY:

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

### 12. FORCE MAJEURE:

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

### 13. INDEMNIFICATION:

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

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

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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## Title: Carson City Pavement Preservation-Micro-Surfacing Project

claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

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

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

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

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

### 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

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required to waive subrogation against City with respect to any loss paid under the policy

### 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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## Title: Carson City Pavement Preservation-Micro-Surfacing Project

### 16. BUSINESS LICENSE:

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

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

### 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

### 18. WAIVER OF BREACH:

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

### 19. SEVERABILITY:

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

### 20. ASSIGNMENT / DELEGATION:

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

### 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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## Title: Carson City Pavement Preservation-Micro-Surfacing Project

others without expressed permission of **CONTRACTOR**.

### 22. **PUBLIC RECORDS:**

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

### 23. **CONFIDENTIALITY:**

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

### 24. **FEDERAL FUNDING:**

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

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

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

24.1.3 **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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

### 25. **LOBBYING:**

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

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

25.1.2 Any federal, state, county or local legislator, commission member, council member, board

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

## Title: Carson City Pavement Preservation-Micro-Surfacing Project

member, or other elected official; or

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

### 26. GENERAL WARRANTY:

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

### 27. PROPER AUTHORITY:

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

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

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

### 29. GOVERNING LAW / JURISDICTION:

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

### 30. ENTIRE CONTRACT AND MODIFICATION:

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

### 31. ACKNOWLEDGMENT AND EXECUTION:

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



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1718-021**

**Title: Carson City Pavement Preservation-Micro-Surfacing Project**

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Chief Financial Officer  
Attn: Laura Rader, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2107  
Lrader@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, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Laura Rader, CPPB  
Purchasing and Contracts Administrator

Account #250-3035-431.70-40

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

Dated: \_\_\_\_\_

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1718-021**

**Title: Carson City Pavement Preservation-Micro-Surfacing Project**

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

**CONTRACTOR**

**BY:** Kevin Robertson

**TITLE:** President

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

**CARSON CITY BUSINESS LICENSE #:** 17-0004425

**NEVADA CONTRACTORS LICENSE #:** 25565

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

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

**Telephone:** 775-355-0420

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

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

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

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

)**ss**

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

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

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

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-021**

**Title: Carson City Pavement Preservation-Micro-Surfacing Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 9, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-021** and titled **Carson City Pavement Preservation-Micro-Surfacing Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
BRAD BONKOWSKI CHAIRPERSON

DATED this 9<sup>th</sup> day of August, 2017.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 9<sup>th</sup> day of August, 2017.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-021

Title: Carson City Pavement Preservation-Micro-Surfacing Project

## PERFORMANCE BOND

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

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

\_\_\_\_\_ a corporation duly organized under the laws of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ \_\_\_\_\_ (state sum in Words) \_\_\_\_\_ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID # 1718-021** and titled **Carson City Pavement Preservation-Micro-Surfacing Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID # 1718-021** and titled **Carson City Pavement Preservation-Micro-Surfacing Project**

<b>BY:</b>	<b>(Signature of Principal)</b>     <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest By:</b>	<b>(Signature of Notary)</b>
<b>Subscribed and Sworn before me this          day of          ,20____</b>	

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## NOTICE:

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

# LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called  
CONTRACTOR, and  
\_\_\_\_\_ a  
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter  
called CITY, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
\_\_\_\_\_ for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID #1718-021** and titled **2 Carson City Pavement Preservation-Micro-Surfacing Project** in  
accordance with drawings and specifications prepared by CITY and which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1718-021** and titled **Carson City Pavement Preservation-Micro-Surfacing Project**

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

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

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

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

**NOTICE:**

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

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 3**  
**Carson City, NV 89701**  
**775-283-7137/FAX 887-2107**  
**<http://www.Carson.org/CurrentBids>**  
**NOTICE TO CONTRACTORS**  
**BID #1718-021 PWP #2017-230**  
**Carson City Pavement Preservation – Micro-Surface Project**

**Addendum No. 1**

- Asphalt pavement patching has been added as an alternate bid item. Please fill out the following bid summary form and replace with page BP-2 of the bid document.
- Both alternate bid items shall include traffic control, saw cutting, removal of existing improvements, installation and compaction of aggregate base material and permanent patch work. Where full lane widths are to be patched (AA1), the contractor shall use a paver. Areas of patching will be on Edmonds Drive, between S. Lompa Lane and 340 feet south of Damon Road.





**BID # 1718-021****BID TITLE: "Carson City Pavement Preservation-Micro-Surfacing Project"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

**A COPY OF CONTRACTOR'S "CERTIFICATE"** of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addendums.

**BP.1 SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Base Bid - Schedule A:</b>				
1	Mobilization, Demobilization and Clean-Up	1	LS		
2	Temporary Erosion Control	1	LS		
3	Traffic Control	1	LS		
4	Micro-Surfacing Type III	191,700	SY		
5	Pavement Striping – 4" Solid White Line	82,216	LF		
6	Pavement Striping – 4" Solid Yellow Line	5,139	LF		
7	Pavement Striping – 4" Broken Yellow Stripe	4,602	LF		
8	Pavement Striping – 4" Broken White Stripe	2,483	LF		
9	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	7,540	LF		
10	Pavement Striping – 4" Double Solid Yellow Line	38,268	LF		
11	Pavement Striping – 8" Solid White Line	5,160	LF		
12	Pavement Striping – 24" Solid White Crosswalk Line	4,020	LF		
13	Pavement Striping – 24" Solid White Stop Bar Line	508	LF		
14	Pavement Symbol – Left and Right Turn Arrows	69	EA		
15	Pavement Symbol – Thru Arrows	6	EA		
16	Pavement Symbol – Merge Arrows	3	EA		
17	Pavement Symbol – "ONLY"	38	EA		
18	Pavement Symbol – Bike & Arrow	17	EA		
19	Pavement Striping – 4" White Shared Bike Lane Skip Stripe (2' Long with 6' Gap)	712	LF		
20	Pavement Striping – 8" White Shared Bike	560	LF		

	Lane Skip Stripe (2' Long with 6' Gap)				
21	Pavement Symbol – Shark Teeth Yield Line 24"x36"	433	EA		
<b>BP.2 Total Base Bid Price (Schedule A)</b>					
<b>Additive Alternate - Schedule B:</b>					
22	AA1) Sawcut, Remove and Permanents Patch AC on Edmonds Drive. Full 12 Foot Lane Width, 4" AC on 8" Type II Aggregate Base. (For Full Lane AC Patching, Contractor Shall Use Paver)	4,200	SF		
23	AA2) Sawcut Remove and Replace AC Pavement, 4" AC on 8" Type II Aggregate Base. (Patch Width of 2 to 6 feet)	6,045	SF		
<b>BP.3 Total Alternate Bid Price (Schedule B)</b>					

**BP.4** Total Base (Schedule A) Bid Price Written in Words:

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**BP.5** Total Alternate (Schedule B) Bid Price Written in Words:

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# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five percent of bid dollars (\$\*\*5%\*\*) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 1718-021, PWP # 2017-230, for the Project Title: Carson City Pavement Preservation - Micro Surfacing Project

NOW, THEREFORE,

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

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

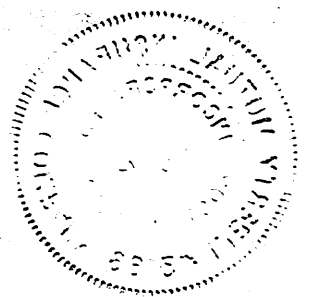
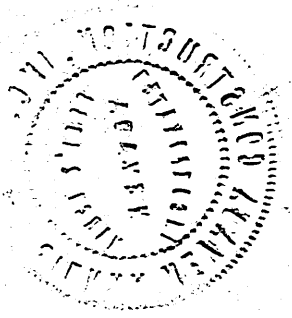
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

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

Signed, Sealed and dated: July 18, 2017

Sierra Nevada Construction, Inc.  
 Principal  
 By: *Kevin L. Robertson*  
 Kevin L. Robertson  
 Liberty Mutual Insurance Company  
 Surety  
 By: *Lori Jones*  
 Lori Jones, Attorney-In-Fact





THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Exhibit A

Certificate No. 7803206

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of June, 2017.



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

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of July, 2017.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**BID # 1718-021****BID TITLE: "Carson City Pavement Preservation-Micro-Surfacing Project"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

**A COPY OF CONTRACTOR'S "CERTIFICATE"** of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of 1 Addendums.

**BP.1 SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Base Bid - Schedule A:</b>			—	—
1	Mobilization, Demobilization and Clean-Up	1	LS	15,000.00	15,000.00
2	Temporary Erosion Control	1	LS	2,500.00	2,500.00
3	Traffic Control	1	LS	84,337.55	84,337.55
4	Micro-Surfacing Type III	191,700	SY	1.85	354,645.00
5	Pavement Striping – 4" Solid White Line	82,216	LF	0.31	25,486.96
6	Pavement Striping – 4" Solid Yellow Line	5,139	LF	0.31	1,593.09
7	Pavement Striping – 4" Broken Yellow Stripe	4,602	LF	0.26	1,196.52
8	Pavement Striping – 4" Broken White Stripe	2,483	LF	0.26	645.58
9	Pavement Striping – 4" Solid Yellow with 4" Broken Yellow Line	7,540	LF	0.51	3,845.40
10	Pavement Striping – 4" Double Solid Yellow Line	38,268	LF	0.51	19,516.68
11	Pavement Striping – 8" Solid White Line	5,160	LF	0.51	2,631.60
12	Pavement Striping – 24" Solid White Crosswalk Line	4,020	LF	2.05	8,241.00
13	Pavement Striping – 24" Solid White Stop Bar Line	508	LF	2.05	1,041.40
14	Pavement Symbol – Left and Right Turn Arrows	69	EA	51.00	3,519.00
15	Pavement Symbol – Thru Arrows	6	EA	51.00	306.00
16	Pavement Symbol – Merge Arrows	3	EA	145.00	435.00
17	Pavement Symbol – "ONLY"	38	EA	67.00	2,546.00
18	Pavement Symbol – Bike & Arrow	17	EA	130.00	2,210.00
19	Pavement Striping – 4" White Shared Bike Lane Skip Stripe (2' Long with 6' Gap)	712	LF	0.51	363.12
20	Pavement Striping – 8" White Shared Bike	560	LF	0.51	285.60

	Lane Skip Stripe (2' Long with 6' Gap)			—	—
21	Pavement Symbol – Shark Teeth Yield Line 24"x36"	433	EA	20.50	8,876.50
BP.2	Total Base Bid Price (Schedule A)				539,222. <sup>00</sup>
	Additive Alternate - Schedule B:			—	—
22	AA1) Sawcut, Remove and Permanents Patch AC on Edmonds Drive. Full 12 Foot Lane Width, 4" AC on 8" Type II Aggregate Base. (For Full Lane AC Patching, Contractor Shall Use Paver)	4,200	SF	11.00	46,200.00
23	AA2) Sawcut Remove and Replace AC Pavement, 4" AC on 8" Type II Aggregate Base. (Patch Width of 2 to 6 feet)	6,045	SF	13.00	78,585.00
BP.3	Total Alternate Bid Price (Schedule B)				124,785.00

BP.4 Total Base (Schedule A) Bid Price Written in Words:

Five hundred thirty nine thousand two hundred twenty two dollars

BP.5 Total Alternate (Schedule B) Bid Price Written in Words:

One hundred twenty four thousand seven hundred eighty five dollars

# BID PROPOSAL

Delete per Add #1-7/18/17 <sup>66</sup>Exhibit A

<b>BP.2</b>	<b>Total Base Bid Price (Schedule A)</b>	
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**BP.3** Total Base (Schedule A) Bid Price Written in Words:

**BP.4 BIDDER INFORMATION:**

<b>Company Name:</b>	Sierra Nevada Construction, Inc.
<b>Federal ID No.:</b>	88-0245093
<b>Mailing Address:</b>	P.O. Box 50760
<b>City, State, Zip Code:</b>	Sparks, Nevada 89435
<b>Complete Telephone Number:</b>	775-355-0420
<b>Complete Fax Number:</b>	775-355-0535
<b>Fax Number including area code:</b>	775-355-0535
<b>E-mail:</b>	bids@snc.biz

<b>Contact Person / Title:</b>	Kevin L. Robertson, President
<b>Mailing Address:</b>	P.O. Box 50760
<b>City, State, Zip Code:</b>	Sparks, Nevada 89435
<b>Complete Telephone Number:</b>	775-355-0420
<b>Complete Fax Number:</b>	775-355-0535
<b>E-mail Address:</b>	bids@snc.biz

**BP.5 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>	25565
<b>License Classification(s):</b>	A, general engineering
<b>Limitation(s) of License:</b>	unlimited
<b>Date Issued:</b>	7/5/88
<b>Date of Expiration:</b>	7/31/19
<b>Name of Licensee:</b>	Sierra Nevada Construction, Inc.
<b>Carson City Business License Number:</b>	17-00004425



# BID PROPOSAL

Date Issued:	12/12/16
Date of Expiration:	12/31/17
Name of Licensee:	Sierra Nevada Construction, Inc.

## BP.6 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name: _____
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name: _____
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title: _____
Name
Other 2) Title: _____
Name:

### Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt

# BID PROPOSAL

Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer
------------------------	---------------------------------------

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions <i>see attached</i>	Years With Firm
Name 1)	

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)

**Sierra Nevada Construction, Inc.  
PO Box 50760  
Sparks, NV 89435  
775-355-0420**

Name	Position	Date Started with this organization	Date started in construction	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Project Management	2005	2004	
Fred Courier	Vice President Estimating	2005	1985	
Mark Gordine	Vice President Business Development	2005	1990	
Alex Faust	Vice President Pavement Preservation	2002	2000	

# BID PROPOSAL

**BP.8 REFERENCES:**

**Instructions:**

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

**Clients:** (if additional space is needed attach a separate page)

<b>Company Name 1):</b> see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BID PROPOSAL

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

## STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Visalia	2016 Reclamite Seal	\$ 976,676.81	Reclamite Seal	10/14/16	Norm Goldstrom	559-713-4186	336 N. Ben Maddox, Visalia, CA 93292
San Joaquin County	Slurry Seal of Local Roads 2015-16	\$ 637,997.90	Slurry Seal	09/23/16	Awri Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry Seal	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
City of Rocklin	2016 High Density Mineral Bond Resurfacing	\$ 695,548.40	High Density Mineral Bond	09/02/16	Zach Bosch	916-625-5511	4081 Alvis Court, Rocklin, CA 95677
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal with Flush Coat	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
City of Santa Clarita	2015-16 Annual Slurry Seal Project	\$ 832,318.05	Slurry Seal / Micro-Surfacing	08/19/16	Frank Lujan	661-286-4138	23920 Valencia Blvd., Santa Clarita, CA 91355
City of Brentwood	2016 Preventive Maintenance Program and Trail Pavement Management	\$ 1,142,817.00	Slurry Seal	08/11/16	James Campero	925-516-5158	150 City Park Way, Brentwood, CA 94513
City of Clovis	2016 Rubberized Cape Seal	\$ 844,007.00	Slurry / Rubberized Chip Seal	06/30/16	Thomas Cheng	559-324-2374	1033 Fifth Street, Clovis, CA 93612
Nevada Department of Transportation	NDOT #3563 Various Counties Chip Seal	\$ 4,958,680.00	Double Chip Seal	10/30/15	Randy Hesterlee	775-289-1703	1263 S. Stewart St, Carson City, NV 89712
City of Manteca	2015 Pavement Maintenance	\$ 1,833,735.00	Slurry Seal	09/30/15	Matie Holloway	209-456-8411	1001 W. Center Street, Manteca, CA 95337
Contra Costa County	2015 Contra Costa Cape Seal	\$ 504,278.00	Slurry Seal	09/15/15	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
Gardnerville Ranchos GID	2015-2016 Street Maintenance	\$ 388,367.80	Slurry Seal	08/30/15	Robert Spellberg	775-265-2048	931 Mitch Drive, Gardnerville, NV 89410
County of Fresno	Fresno County Slurry Seal	\$ 477,135.00	Slurry Seal	06/30/15	D'Andra Buchanan	559-696-9789	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Regional Transportation Commission	2014 Preventive Maintenance	\$ 2,322,007.11	Slurry/Micro/Chip Seal	01/01/15	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3569 Pyramid Hwy Chip	\$ 2,567,569.00	Double Chip Seal	12/31/14	Sam Lompa	775-888-3040	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	2014 Resurfacing Project	\$ 2,208,709.95	Slurry/Micro/Asphalt Rubber Chip Seal	12/19/14	Justin Nartker	916-625-5500	4081 Alvis Court, Rocklin, CA 95677
Contra Costa County	2014 Slurry Seal (Saranap Area)	\$ 407,000.00	Slurry Seal	10/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
Washoe County	2014/2015 Slurry Seal	\$ 1,529,450.00	Slurry/Micro/Chip Seal	10/01/14	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
Contra Costa County	2014 Discovery Bay Asphalt Rubber Cape Seal - Subcontractor to American Pavement Systems	\$ 603,000.00	Slurry Seal	08/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Brentwood	2014 Pavement Management Project	\$ 534,746.82	Slurry Seal	07/21/14	Anthony Salam	925-516-5168	150 City Park Way, Brentwood, CA 94513
City of Carson	2013 Street Maintenance Program	\$ 686,007.00	Slurry/Micro	10/15/13	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV 89701
Town of Mammoth	2013 Micro Surfacing Project	\$ 233,277.73	Slurry/Micro	10/15/13	Ron Fransler	760-934-8989	P.O. Box 1609, Mammoth Lakes, CA 93546
City of Reno	2013 Surface Treatment	\$ 468,007.00	Street Maintenance	10/01/13	Kerie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
California Department of Transportation	Caltrans 02-4E9704 Tehama	\$ 1,088,007.00	Slurry/Rubberized Chip Seal	09/30/13	Anthony Granados	530-949-1611	1727 - 30th Street, Sacramento, CA 95816
City of Sparks	2013 Preventative Maintenance Program	\$ 391,004.10	Micro Seal	09/20/13	Brent Quilici	775-671-7013	P.O. Box 857, Sparks, NV 89432-0857
City of Carlin	2013 City of Carlin Street Maintenance	\$ 301,468.65	Rubberized Cape Seal	09/15/13	Carlos Esparza	775-397-5720	810 Oak Street, Carlin, NV 89822
City of Elko	Microsurface Project 2013	\$ 182,007.00	Slurry/Micro	08/30/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Bonded Wearing Course	10/19/12	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	08/31/12	Michael Hollrigel	530-283-2492	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT D3-041-10 CIR & CHIP	\$ 6,077,007.00	Double Chip Seal	07/31/12	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	07/30/12	Bob Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Patching	\$ 733,007.00	Asphalt Maintenance	07/15/12	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
California Department of Transportation	Caltrans 03-4M3204 RT 70 Micro	\$ 619,007.00	Street Reconstruction	07/13/12	Bryan Johnson	530-895-5245	1727 - 30th Street, Sacramento, CA 95816

## STATEMENT OF EXPERIENCE

Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$ 409,007.00	Asphalt Overlay	06/30/12	Laura Tabman	775-827-7960	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	\$ 6,087,451.00	Chip Seal	06/21/12	Boyde Ratcliff	775-777-2701	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D2-047-10 CIR & CHIP	\$ 3,373,007.00	Double Chip Seal	12/31/11	Larry Boge	775-687-3376	310 Galletti Way, Sparks, NV 89431
Nevada Department of Transportation	NDOT D1-005-11 SR 147 & US 93 CHIP	\$ 1,811,007.00	Chip Seal	12/31/11	Glenn Petrenko	702-671-8860	123 E. Washington Street, Las Vegas, NV 89101
Nevada Department of Transportation	NDOT D3-006-11 Double Chip Seal	\$ 6,695,007.00	Double Chip Seal	12/31/11	Boyd Ratliff	775-777-2700	1951 Idaho Street, Elko, NV 89801
Nevada Department of Transportation	NDOT D2-011-11 Double Micro Surfacing	\$ 958,007.00	Microsurface	12/01/11	Steve Lani	775-720-4528	1263 S. Stewart Street, Carson City, NV 89712
Nevada Department of Transportation	NDOT D2-032-10 CHIP SEALS	\$ 687,007.00	Chip Seal	10/31/11	John Angel	775-687-3376	310 Galletti Way, Sparks, NV 89431
City of Carson City	2011 Carson City Street Maintenance	\$ 504,007.00	Slurry Seal	10/01/11	John Platt	775-887-2355	3505 Butti Way, Carson City, NV 89701
Valley Slurry Seal	RTC 2011 Preventative Maintenance	\$ 589,724.00	Slurry Seal	10/01/11	Jon James	916-416-6061	P.O. Box 981330, West Sacramento, CA 95798
Nye County	Beatty/Amargosa Slurry Seal	\$ 129,007.00	Slurry Seal	11/01/10	Judy Dodge	775-482-7256	P.O. Box 1952, Tonopah, NV 89049
Eureka County	2010 ARRA Street Maintenance	\$ 398,007.00	Asphalt Maintenance	08/20/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
White Pine County	Ely-White Pine County Airport	\$ 173,855.72	Asphalt Maintenance	11/30/09	Dana Hartshorn	303-782-0882	957 Campton Street, Ely, NV 89301
City of Yerington	FY 09-10 Street Project	\$ 262,007.00	Chip Seal	11/30/09	Roy McDonald	775-463-3511	102 S. Main Street, Yerington, NV 89447
Lander County	Battle Mountain Airport	\$ 228,007.00	Asphalt Maintenance	10/15/09	Greg Riley	775-635-2885	315 S Humboldt Street, Battle Mountain, NV 89820
Douglas County	2009 Road Seal	\$ 279,007.00	Chip Seal	10/15/09	Ed Mason	775-782-6201	P.O. Box 218, Minden, NV 89423
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	10/01/09	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Wilson/Gardnerville Ranchos Improv. Dist.	Gardnerville Ranchos General Improv. 2009	\$ 126,582.26	Slurry Seal	09/01/09	John Bird	775-265-2230	812 Short Court, Gardnerville, NV 89460
City of Carson City	2008 Carson City Slurry	\$ 494,832.76	Slurry Seal	09/30/08	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV 89701
Elko County Commissioners	Jiggs Road Chip Seal	\$ 414,007.00	Chip Seal	08/25/08	Otis W. Tipton, III	775-738-5036	994 River Street, Elko, NV 89801

# BID PROPOSAL

## BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
  - b) Have not within a three-year period preceding this bid 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.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
  
 Kevin L. Robertson  
 \_\_\_\_\_  
 Printed Name

President  
 \_\_\_\_\_  
 Title  
  
 July 25, 2017  
 \_\_\_\_\_  
 Date

I am unable to certify to the above statement. My explanation is attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S SAFETY INFORMATION**

**Bidder's Safety Factors:**

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2015	.85	1.02
2016	.72	2.61

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.



# BID PROPOSAL

## SUBCONTRACTORS

**BP.10 INSTRUCTIONS:** for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter **NONE** under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work <i>mobilization(partial), temp erosion control, micro-surfacing, traffic control(partial), patching</i>		
Name of Subcontractor <i>Intermountain Slurry Seal</i>	Address <i>1005 Terminal Way, Reno, NV 89502</i>	
Phone <i>775-358-1355</i>	Nevada Contractor License # <i>23657</i>	Limit of License <i>unlimited</i>
Description of work <i>mobilization(partial), traffic control(partial), striping</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.11 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.		Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited	
Description of work <i>mobilization (partial), temp erosion control, micro-surfacing, traffic control (partial), patching</i>			
Name of Subcontractor <i>Intermountain Slurry Seal</i>		Address <i>1005 Terminal Way, Reno, NV 89502</i>	
Phone <i>775-358-1355</i>	Nevada Contractor License # <i>23657</i>	Limit of License <i>unlimited</i>	
Description of work <i>mobilization (partial), traffic control (partial), striping</i>			
Name of Subcontractor <i>None</i>		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 12 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

BP. 13

<b>CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS</b>					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment:					CONTRACT NUMBER: _____
	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing			Date Submitted
The contractor attests that the information provided is accurate.					

# BID PROPOSAL

## Local Preference Affidavit

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

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc., swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. 2017-230, Project Name Carson City Pavement Preservation Micro-Surfacing Project, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

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

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

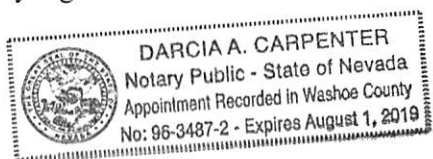
By: Kevin L. Robertson Title: President

Signature: [Handwritten Signature] Date: July 25, 2017

Signed and sworn to (or affirmed) before me on this 25th day of July, 2017, by Kevin L. Robertson (name of person making statement).

State of Nevada )  
 )ss.  
County of Washoe )

[Handwritten Signature] STAMP AND SEAL  
Notary Signature





# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2016 AND EXPIRES ON JULY 31, 2017 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI GREIN, EXECUTIVE OFFICER

7/1/2016  
DATE

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



# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2017 AND EXPIRES ON JULY 31, 2018 UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

*Nancy Mathias*

NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI GREIN, EXECUTIVE OFFICER

6/30/2017

DATE



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

# BID PROPOSAL

~~BP-14~~ **ACKNOWLEDGMENT AND EXECUTION:** \_\_\_\_\_

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Carson City Pavement Preservation-Micro-Surfacing Project**", contract number **1718-021**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

**BIDDER:**

PRINTED NAME OF BIDDER: Kevin L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

Address: P.O. Box 50760

City, State, Zip: Sparks, Nevada 89435

Telephone: 775-355-0420

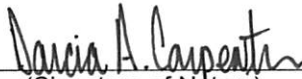
Fax: 775-355-0535

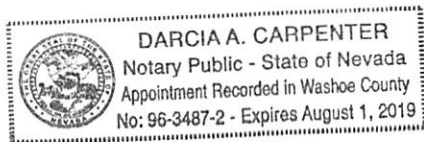
E-mail Address: bids@snc.biz

  
(Signature of Bidder)

DATED: July 25, 2017

Signed and sworn (or affirmed) before me on this 25th day of July, 2017, by Kevin L. Robertson.

  
(Signature of Notary)



(Notary Stamp)





## STAFF REPORT

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

**Meeting Date:** August 9, 2017

**Staff Contact:** Graham Dollarhide, Transit Coordinator

**Agenda Title: (For Possible Action)** To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5310 funds.

**Staff Summary:** Staff has prepared an application for the fiscal year 2017 partial apportionment of FTA Section 5310 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 2017 5310 partial apportionment will be used to fund costs associated with operating the Jump Around Carson (JAC) transit system.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5310 funds.

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

The grant application is requesting \$48,185, which is the full amount available. Applications for 5310 grant funds apportioned to Nevada for small urban areas are submitted to CAMPO as the administrator of the funds. A determination of funding allocation by CAMPO is estimated to take place at the September 13, 2017 CAMPO meeting. Any funding awarded to the RTC will be used for the purpose stated above. The RTC previously applied for, and was awarded by CAMPO the first part of the FFY 2017 apportionment, which was approximately 7/12 of the full year's apportionment.

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

49 U.S.C. 53

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 225-0000-331.80-02.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: An increase in the Transit Fund equal to the amount of the grant award; a 20% match is required.

**Alternatives**

N/A

**Supporting Material**

RTC 5310 Federal Grant Application.

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

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

# **Carson City Regional Transportation Commission**

**Application to Carson Area Metropolitan Planning Organization  
for Federal Transit Administration (FTA) Section 5310 Program Funds**

Any funds awarded to the Carson City RTC as a result of this application will be used to reimburse operating expenses of the Jump Around Carson transit system



## **PUBLIC NOTICE**

### **CARSON AREA METROPOLITAN PLANNING ORGANIZATION FEDERAL GRANT APPLICATION FOR SECTIONS 5310 & 5339 PROGRAM FUNDS FEDERAL FISCAL YEAR 2017 APPORTIONMENT**

Separate applications are required for each Federal Transit Administration Program applied for.  
For further information or assistance, please contact the Transit Coordinator at  
**775-283-7583**

**Applications must be received no more than 30 days after notice of availability of funds:**  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701

**All documents must be signed by persons with signature authority and their legal counsel.**



**Categories and Criteria** — Below are the categories which will be used to rank all submitted applications for Federal Transit Administration (FTA) funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

**Mission Statement/Vision (Page 12 of the application)**

Applicant's mission statement/vision: Include the organization's mission statement or vision which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

**Project Justification (Page 13)**

Please complete page 13 detailing your agency and its purpose in order to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI nondiscrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state and local access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please do not include brochures.

**Vehicle (Page 14 and 15 of the application)**

(Page 14) Identify vehicle(s) requested, providing a description of the desired vehicle. It should be noted whether the vehicle(s) is a replacement or an expansion of the existing vehicle fleet. Additionally, any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.) should be noted.

(Page 15) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through CAMPO or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and Carson City/CAMPO requires full coverage for the vehicle as long as Carson City/CAMPO holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.)

**Budget (Pages 16 & 17)**

All applicants must complete Page 16 for Capitalized Operating, Operating and Capital purchase funds they are requesting. If you are requesting both 5310 and 5339 funds, a separate application will need to be submitted for each. Page 17 is a summary of the budget to be completed for 5339

and 5310 capital funds separately. If you are unsure of which funds are most appropriate for your agency, please contact CAMPO staff prior to the application deadline.

**Revenue:** This section is distinguished from the match source in that this funding source offsets the overall budget, reducing the total project cost. It can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

**Match source documentation:** This section includes the source of funding that provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter, or other documentation, stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet.

### **Maintenance and Safety**

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

### **Training Policy**

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339 only)**

Sub-recipients of 5339 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339 and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. Applications for 5310 funds do not need to include a drug and alcohol policy.

### **Customer Satisfaction and Community Support**

**Letters of Support:** Provide any current (within the past 12 months) letters of support, if available, for the services.

**Survey Reports:** Include a summary of informal survey results and on-board rider satisfaction if available.

**Other:** Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, or documentation of high levels of interest by client groups.

## FTA Funding Sources

**For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.**

### **5310 (Capital/Vehicle) Funds \_\_\_ (20% match required)**

### **5310 (Operating) Funds \_\_\_ (50% match required)**

This program (49 U.S.C. 5310) provides formula funding to metropolitan planning organizations (MPOs) for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

### **5339 (Capital) Funds \_\_\_ (20% match required)**

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

**For more information on the programs above please refer to FTA's website:**

**<https://www.transit.dot.gov/grants>**

**If you have questions regarding which funding source is appropriate for your service please feel free to contact the CAMPO Transit Coordinator at (775) 283-7583.**

**Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received, which will be determined by the CAMPO Board during a regularly scheduled meeting occurring on the second Wednesday of each month.**



APPLICANT'S NAME \_\_\_\_\_

APPLICATION CHECKLIST				
*****INCOMPLETE APPLICATIONS WILL NOT BE APPROVED*****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
<input type="checkbox"/>	<input type="checkbox"/>	6	DETERMINATION OF ELIGIBILITY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	9	FTA FUNDING SOURCES	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	12	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	13	PROJECT JUSTIFICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	15	VEHICLE INVENTORY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	17	BUDGET SUMMARY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	18	AUTHORIZING RESOLUTION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	APPENDIX A	<a href="#">FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES</a>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	following certs & assurances	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	ADA POLICY (vehicle/passengers information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	EEO PLAN	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (5339 Only)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE/FACILITY MAINTENANCE POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE POLICY (driver/rider information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	COPY OF VEHICLE INSURANCE POLICY (Evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.)	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	PUBLIC NOTICE- (Please review Appendix A "Certifications and Assurances - Private Sector Protections")	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service )	<input type="checkbox"/>

**\*Please provide 1 original application and 1 copy**

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CAMPO STAFF SIGNATURE

**PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:**

**Quarterly Ridership Report (CAMPO approved form)**

**Quarterly Vehicle Performance Measurement Report (CAMPO approved form)**

**Quarterly written copies of current routes, schedules, and fares of the Transportation System**

**Quarterly written Progress Report (detailing any changes or additions to the System)**

**Insurance policy certificates, declaration pages and endorsements designating the Carson Area Metropolitan Planning Organization as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.**

**Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form**

**Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.**

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION  
FEDERAL GRANT APPLICATION  
FEDERAL FISCAL YEAR 2017 APPORTIONMENT**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Carson Area Metropolitan Planning Organization (CAMPO) 3505 Butti Way Carson City NV, 89701. Please retain 1 complete copy for your records.

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**Applicant** \_\_\_\_\_

\*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

**Physical Address** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Contact Person/Official** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Federal Tax ID#** \_\_\_\_\_

**DUNS #** \_\_\_\_\_

**Type of Agency** \_\_\_\_\_ **Private Non-Profit**  
\_\_\_\_\_ **Private For-Profit**  
\_\_\_\_\_ **Governmental Agency**  
\_\_\_\_\_ **Tribal Agency (Sovereign Nation)**  
\_\_\_\_\_ **Other (describe)**

**Type of Service** \_\_\_\_\_ **Senior Center/Disabled Workshop**  
\_\_\_\_\_ **Demand-Response (Dial-a-Ride, Door to Door)**  
\_\_\_\_\_ **Deviated Fixed-Route**  
\_\_\_\_\_ **Fixed route**  
\_\_\_\_\_ **Other (describe)**

**Mission/Vision Statement:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## PROJECT JUSTIFICATION

**1. Please describe in detail your transportation program and how this funding will enhance the services offered.**

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**2. Describe the transportation services currently being provided by your organization and/or others in the same region.**

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**3. Provide a detailed description of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.**

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**4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers.**

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The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body will not be considered as a factor in awarding this grant.

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low income individuals.  
Yes                                  No

**SERVICE**

- |                         |  |   |
|-------------------------|--|---|
| <b>Clientele Served</b> | <input type="checkbox"/> Elderly (60+ years old)   | <input type="checkbox"/> General Public (18-59 years old) |
|                         | <input type="checkbox"/> Persons with disabilities | <input type="checkbox"/> Children (under age 5)           |
|                         | <input type="checkbox"/> Low Income/Welfare        | <input type="checkbox"/> Children (5-7 years old)         |
|                         | <input type="checkbox"/> Minorities                | <input type="checkbox"/> Children (8-17 years old)        |
|                         | <input type="checkbox"/> Commuters                 |   |
|                         |  |   |

- Location (check all that apply)**
- Non-Urban Area (Rural under 50,000 population)
  - Small Urban Area (50,000 - 200,000 population)
  - Douglas County
  - Lyon County
  - Carson City

**Areas Served** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF VEHICLE(S)/BUS(ES) REQUESTED\***

Quantity	VEHICLE DESCRIPTION (including size, capacity, wheelchair positions, etc.)	Estimated Cost
<b>TOTAL QUANTITY</b>		<b>TOTAL ESTIMATED COST</b>

\*CAMPO staff will procure requested vehicle(s). Actual price will be based on bids received

Agency Name \_\_\_\_\_ Vehicle Inventory - FFY 2017

Vehicle Identification Number	License #	Condition Poor/Good/ Excellent	Year & Vehicle Mode (BU=Bus, CU=Cutaway, VN=Van, MV=Minivan)	Vehicle Length	Seating Capacity	ADA Accessible Vehicle Yes/No ; # of ADA Seats	Mileage	Funding Source*	Vehicle to be Replaced Yes/No	Lein-holder-- see title

\*Funding Source - Please provide the largest funding source used to purchase the vehicle. Please be specific. (i.e. FTA, other federal funds, private or other--describe).

## FTA BUDGET (1 of 2) ALL APPLICANTS 5310 or 5339

<b><u>CAPITALIZED OPERATING EXPENSES 5310</u></b>	
<b>Contract Operator Expenses</b>	\$ _____
(Defined as acquisition of transportation services under a contract, lease, or other arrangement)	
<b>(A) TOTAL CAPITAL EXPENSES</b>	

<b><u>OPERATING EXPENSES 5310</u></b>	
<b>Operator Expenses</b>	\$ _____
(Defined as the incremental cost of providing same day service or door-to-door service)	
<b>Fuel/Oil Fluids</b>	\$ _____
<b>Driver/Dispatcher Salaries</b>	\$ _____
<b>Other (Specify)</b>	\$ _____
<b>(B) TOTAL OPERATING EXPENSES</b>	

<b><u>CAPITAL PURCHASES (5339 or 5310)</u></b>	
<b>Buses/Van/Paratransit Vehicle</b>	\$ _____
<b>Radios/Comm Equipment</b>	\$ _____
<b>Bus Facilities (Shelters, Signs)</b>	\$ _____
<b>Vehicle Overhaul/Rehab/etc.</b>	\$ _____
<b>Other (Specify)</b>	\$ _____
<b>(C) TOTAL CAPITAL PURCHASES</b>	

<b><u>REVENUE</u></b>	
(MUST INCLUDE PROJECTED FAREBOX REVENUE)	
<b>Source</b>	<b>Dollar Amount</b>
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
<b>(D) TOTAL REVENUE</b>	

<b><u>MATCH</u></b>	
<b>Source</b>	<b>Dollar Amount</b>
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
<b>(E) TOTAL MATCH</b>	

**5310 Enhanced Mobility for Seniors & Individuals with Disabilities**

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.

**5339 Bus and Bus Facilities**

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

**5310 / 5339 BUDGET (2 of 2)**

<b>TOTAL CAPITALIZED OPERATING EXPENSES</b>	_____	<b>(A) On Budget Page 1 of 2</b>
<b>TOTAL FAREBOX REVENUE</b>	_____	<b>(D) On Budget Page 1 of 2</b>
<b>NET OPERATING EXPENSES</b>	_____	<b>Total expenses minus total revenue</b>
<b>FTA CAPITALIZED OPERATING AMOUNT</b>	_____	<b>80% of net expenses</b>
<b>SUB-RECIPIENT CAPITALIZED OPERATING MATCH</b>	_____	<b>20% of net expenses</b>

<b>TOTAL OPERATING EXPENSES</b>	_____	<b>(B) On Budget Page 1 of 2</b>
<b>TOTAL FAREBOX REVENUE</b>	_____	<b>(D) On Budget Page 1 of 2</b>
<b>NET OPERATING EXPENSES</b>	_____	<b>Total expenses minus total revenue</b>
<b>FTA OPERATING AMOUNT</b>	_____	<b>50% of net expenses</b>
<b>SUB-RECIPIENT OPERATING AMOUNT</b>	_____	<b>50% of net expenses</b>

<b>TOTAL CAPITAL PURCHASES</b>	_____	<b>(C) On Budget Page 1 of 2</b>
<b>FTA OPERATING AMOUNT</b>	_____	<b>80% of total</b>
<b>SUB-RECIPIENT OPERATING AMOUNT</b>	_____	<b>20% of total</b>

**PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS**

**TOTAL FTA FUNDS REQUESTED**

(FTA CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)

**SUBRECIPIENT MATCH**

(SUBRECIPIENT CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)



# AUTHORIZING RESOLUTION

APPLICANT \_\_\_\_\_  
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
(Printed Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)                      Dated \_\_\_\_\_

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.*

*We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.*

*We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.*

*FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

*but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.*

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.*

*It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

### **CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.*

#### **01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

#### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

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### 01.C. Intergovernmental Review Assurance.

*(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
  - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
  - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
  - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
  - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
  - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
  - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

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- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
  - (1) It implements its Award,
  - (2) It undertakes property acquisitions, and
  - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the federal assistance is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,

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- (3) Third party contract or subcontract at any tier,
  - (4) Lease, or
  - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
  - (1) Federal assistance is provided for its Award,
  - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
  - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
  - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
  - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
  - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.**

#### **01.E.1 Suspension and Debarment.**

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
    - (a) Debarred,
    - (b) Suspended,

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- (c) Proposed for debarment,
  - (d) Declared ineligible,
  - (e) Voluntarily excluded, or
  - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) 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,
  - (b) Violation of any federal or state antitrust statute, or
  - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is 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 listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
  - (b) Is for audit services, or
  - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
  - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
    - 1 Debarred from participation in any federally assisted Award,
    - 2 Suspended from participation in any federally assisted Award,
    - 3 Proposed for debarment from participation in any federally assisted Award,
    - 4 Declared ineligible to participate in any federally assisted Award,
    - 5 Voluntarily excluded from participation in any federally assisted Award, or
    - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

### 01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:



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- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

### **01.E.3. Felony Convictions.**

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

### **01.F. U.S. OMB Assurances in SF-424B and SF-424D.**

*The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
    - (1) The legal authority to apply for federal assistance,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
  - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) The State, through an appropriate authorized representative.
  - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
  - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest or personal gain, or
    - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
  - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
  - b. For FTA assisted construction Awards:

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- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
  - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
  - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
  - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
  - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
- c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
    - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
    - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

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- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
  - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
  - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
    - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
    - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
  - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
    - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - 1 Displaced families or individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      - 1 Displaced families and individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
    - (e) It will do the following:
      - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
    - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

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- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
  - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
  - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
  - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
  - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
  - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

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- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
  - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
  - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
  - (1) Participating in the federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
  - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation

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- system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
    - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
    - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
    - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
  - l. It will comply with all other federal laws, regulations, and requirements that apply.
  - m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

### CATEGORY 02. LOBBYING.

*Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
    - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
  - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
    - (1) The Applicant,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
  - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

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- (a) Federal grant or cooperative agreement, or
  - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
  - (1) An officer or employee of any federal agency regarding the award of a:
    - (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
  - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
    - (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
  - (1) Each third party contract,
  - (2) Each third party subcontract,
  - (3) Each subagreement, and
  - (4) Each third party agreement.
- 3. Your Applicant understands that:
  - a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.**

*We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).*

*Any provision of the Certification in Category 03 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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### CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

*Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.*

#### **04.A. Private Property Protections.**

*If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
  - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
  - a. It acquires the property or an interest in the property of a private provider of public transportation, or
  - b. It operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

#### **04.B. Charter Service Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.*



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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
  - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. §§ 133 or 142, or
    - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - b. FTA’s charter service restrictions extend to:
    - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
    - (2) Any Third Party Participant that receives federal assistance derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any tier, and
    - (4) Other Third Party Participant in its Award.
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
    - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
    - (3) Any other federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing.
  - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
      - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
  - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
  - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
  - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
  - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
  - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
  - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

### **04.C. School Bus Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. §§ 133 or 142, or
  - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
  - (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
  - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
  - c. Any other federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 05 that does not apply will not be enforced.*

#### **05.A. Rolling Stock Reviews.**

*If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.*

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
  - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
  - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **05.B. Bus Testing.**

*If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. § 5318, and
  - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
  - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
  - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),
    - (4) Structural integrity,
    - (5) Fuel economy,
    - (6) Emissions, and
    - (7) Noise, and
  - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

### **CATEGORY 06. DEMAND RESPONSIVE SERVICE.**

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*Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### **CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.**

*Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.*

*Any provision of the Assurances in Category 07 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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### CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

*Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.*

#### **08.A. Interest and Financing Costs.**

*If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive federal assistance for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
  - a. The Urbanized Area Formula Grants Program,
  - b. A Full Funding Grant Agreement,
  - c. An Early Systems Work Agreement,
  - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
  - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
  - f. Any other program as FTA may specify.

#### **08.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

### **CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.**

*Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 09 that does not apply will not be enforced.*

#### **09.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

#### **09.B. Public Transportation Safety Program.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

#### **09.C. State Safety Oversight Requirements.**

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### **CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 10 that does not apply will not be enforced.*

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

### **CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).**

*Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 11 that does not apply will not be enforced.*

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:



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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

### **CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 12 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS**

*Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.*

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*Any provision of the Certifications in Category 13 that does not apply will not be enforced.*

### **13.A. Grants for Buses and Bus Facilities Program**

*The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:*

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. As required by 49 U.S.C. § 5307(d):
    - (1) It has or will have the amount of funds required for the non-federal share,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
  - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
  - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
  - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
    - (1) The statewide transportation improvement program, and
    - (2) To the extent applicable, a metropolitan transportation improvement program.
  - g. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
    - (1) The Recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

### **13.B. Low or No Emission Vehicle Deployment.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the*

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*Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
    - a. It has or will have the amount of funds required for the non-federal share,
    - b. It will provide the non-federal share from sources approved by FTA, and
    - c. It will provide the non-federal share when needed.
  8. It will comply with:
    - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  9. It has a locally developed process to solicit and consider public comment before:
    - a. Raising a fare, or
    - b. Implementing a major reduction of public transportation service.
  10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 14 that does not apply will not be enforced.*

#### **14.A. Urbanized Area Formula Grants Program under the FAST Act.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
  - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
  - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
  - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
  - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
  - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **14.B. Passenger Ferry Grant Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 15 that does not apply will not be enforced.*



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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each Subrecipient is:
    - (1) A private nonprofit organization, or
    - (2) A state or local governmental authority that:
      - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
  - b. Your Applicant will comply with the following selection and planning requirements:
    - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated.
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public.
    - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
    - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
  - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
  - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
    - (1) The recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
  - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
  - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
  - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - e. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - f. It has complied or will comply and will require each Subrecipient to comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
  - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under*

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*49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.*

### **16.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
  - a. The statewide transportation improvement program, and
  - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
  - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
  - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus facilities,
    - (3) Joint-use facilities,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to FTA a Certification from the governor of the state that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
    - (2) The state's intercity bus service needs are being met adequately.

### **16.B. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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### CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

*Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 17 that does not apply will not be enforced.*

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
  - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
  - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
  - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Category 05.B (Bus Testing),
  - c. Category 06 (Demand Responsive Service),
  - d. Category 07 (Intelligent Transportation Systems), and
  - e. Category 10 (Alcohol and Controlled Substances Testing).

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### **CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 18 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
    - (1) Any federal assistance,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
  - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
  - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### **CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 19 that does not apply will not be enforced.*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

### **CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.*

*To the extent that any Certification in Category 20 does not apply, it will not be enforced.*

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.**

*Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.*

*If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.*

#### **21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.**

*If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
    - (1) The applicable provisions of 49 U.S.C. § 5323, and
    - (2) The applicable provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g.
    - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
  - a. It is eligible to receive federal assistance for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

### **21.B. State Infrastructure Banks (SIB) Program.**

*If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
  - a. 23 U.S.C. § 610,
  - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. § 610, as amended by the FAST Act,
  - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The SIB Cooperative Agreement establishing the state's SIB Program,
  - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. It has or will have or provide:
    - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
    - (2) The non-federal share from sources approved by FTA, and
    - (3) The non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
  - a. It is eligible to receive federal assistance for those expenses, and

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

### CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

*Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.*

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will consult with the appropriate federal land management agency during the planning process, and
  - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
  - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. Will maintain its equipment and facilities acquired or improved under its Award.
  - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
    - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
    - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
    - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
  - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
  - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
  - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
  - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
  - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
  - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
  - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
  - (2) It will provide the non-federal share from sources approved by FTA, and
  - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
  - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### **CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.**

*Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 23 that does not apply will not be enforced.*

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

**FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: \_\_\_\_\_

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. \_\_\_\_\_

**OR**

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

# FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

## FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

### AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_  
Authorized Representative of Applicant

### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_  
Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

- 225-0000-381.01-03
- Account miscellane
- Budget miscellane
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

**Account information**

Q GENERAL FUND / CC FTA 5907 OPS MATCH  
 Fiscal year: 2017 Cr  
 Estimated revenue: 400,000.00  
 Total receipts: 400,000.00  
 Q Unrealized revenue: .00

**Project Data**

Project Entry Optional

**Account Balance by Period**

Period/Month	Actuals	Cumulative Totals
Q 01 July	.00	.00
Q 02 August	400,000.00	400,000.00
Q 03 September	.00	400,000.00
Q 04 October	.00	400,000.00

**Payment information**

Vendor (\* indicates pending) Total

- Print
- Cancel
- Exit
- Previous acc...
- Next account
- 2016
- 2018
- Account activi...
- Pending trans...
- Subset transa...
- Budget alloca...

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group
AJ	GM	02	9/14/2016		400000.00	.00	00887

End of records reached



Commercial Lines - (206) 892-9200  
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0  
999 Third Ave, Suite 4100  
Seattle, WA 98104

JAC Bus of Carson City  
3303 Butti Way, Bldg. 1  
Carson City, NV 89701

\*\*\*\*\*

Would you like to receive this certificate via email or fax?

We offer expedited delivery to better serve our mutual clients.

To update the delivery method for revisions to this certificate and for next year's copy, please enter this information in your browser:

<https://www.cybersure.com/cybersure/forms/iyoc/cdmu.aspx>

When prompted, enter this information for security purposes:

Client ID: 262761  
Cert ID: 11238875  
Passcode: 4C27F51C

Follow the instructions and let us know your delivery preference. You'll receive future copies of this certificate via the method you provide.

Thank you for helping us provide certificates to you more quickly.

\*\*\*\*\*





# CERTIFICATE OF LIABILITY INSURANCE

262761

DATE (MM/DD/YYYY)  
12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 999 Third Ave, Suite 4100 Seattle, WA 98104	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hanover Insurance Company		22292
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 11238875                      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ZH2-8978723-06	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 JAC Bus of Carson City is Additional Insured under General Liability in accordance with the terms and conditions of the policy when required by written contract regarding their interest in the operations of the Named Insured.

<b>CERTIFICATE HOLDER</b> JAC Bus of Carson City 3303 Butti Way, Bldg. 1 Carson City, NV 89701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)



\*CYB01A2B/003564/02/02/0/0/0\*



April 26, 2017

Patrick Pittenger, AICP, PTP  
Transportation Manager  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application for Federal Transit Administration grant funds.

Dear Mr. Pittenger:

This letter is to inform you that Northern Nevada Veterans Resource Center fully supports additional Federal funding for the Carson City Regional Transportation Commission for the provision of transportation in the Carson City area.

It is understood that any funds awarded as a result of submittal of grant applications will be used to help continue service at current levels and to improve the vehicle fleet for Jump Around Carson, Carson City's public transit system. The consistent support provided to local and regional partners to plan and implement transportation options for the area's residents, particularly those who are most in need, including veterans, the elderly and individuals with disabilities has been invaluable to this community.

As an agency concerned with making veterans and individuals with disabilities a priority, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those who are in need.

Sincerely,

Natalie Stering

A handwritten signature in blue ink, appearing to read 'Natalie Stering', with a stylized flourish at the end.

**Natalie Stering**  
**Site Director - Carson City**  
**Veterans Resource Centers of America**  
106 E. Adams St., Ste. 203  
Carson City, NV 89706  
Office: (775) 360.2155  
Fax: (775) 360.2157

***"Serving those who served."***



## STAFF REPORT

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

**Meeting Date:** August 9, 2017

**Staff Contact:** Graham Dollarhide, Transit Coordinator

**Agenda Title: (For Possible Action)** To adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5339 funds.

**Staff Summary:** Staff has prepared an application for the fiscal year 2017 partial apportionment of FTA Section 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 2017 5339 partial apportionment will be used to fund capital costs associated with updating the JAC vehicle fleet.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to adopt a Resolution authorizing the filing of an application for a Federal Transit Administration (FTA) grant under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5339 funds.

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

The grant application is requesting \$43,154, which is the full amount available. Applications for 5339 grant funds apportioned to Nevada for small urban areas are submitted to CAMPO as the administrator of the funds. A determination of funding allocation by CAMPO is estimated to take place at the September 13, 2017 CAMPO meeting. Any funding awarded to the RTC will be used to help fund the purchase of a JAC vehicle. Because any amount awarded will not fully cover the cost of a vehicle purchase, these funds will be combined with additional funding sources. The FTA allows a special match provision for vehicle procurements with regards to those vehicles that are ADA accessible. As a result, the RTC will only be required to provide a 15% match as opposed to the standard 20% for this funding type. The RTC previously applied for, and was awarded by CAMPO the first part of the FFY 2017 apportionment, which was approximately 7/12 of the full year's apportionment.

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

49 U.S.C. 53

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 225-0000-331.80-04.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: An increase in the Transit Fund equal to the amount of the grant award; a 15% match is required.

**Alternatives**

N/A

**Supporting Material**

RTC 5339 Federal Grant Application.

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# **Carson City Regional Transportation Commission**

## **Application to Carson Area Metropolitan Planning Organization for Federal Transit Administration (FTA) Section 5339 Program Funds**

Any funds awarded to the Carson City RTC as a result of this application will be used to partially reimburse the cost of procuring a replacement vehicle for the Jump Around Carson transit system



## **PUBLIC NOTICE**

### **CARSON AREA METROPOLITAN PLANNING ORGANIZATION FEDERAL GRANT APPLICATION FOR SECTIONS 5310 & 5339 PROGRAM FUNDS FEDERAL FISCAL YEAR 2017 APPORTIONMENT**

Separate applications are required for each Federal Transit Administration Program applied for.  
For further information or assistance, please contact the Transit Coordinator at  
**775-283-7583**

**Applications must be received no more than 30 days after notice of availability of funds:**  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701

**All documents must be signed by persons with signature authority and their legal counsel.**





**Categories and Criteria** — Below are the categories which will be used to rank all submitted applications for Federal Transit Administration (FTA) funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

**Mission Statement/Vision (Page 12 of the application)**

Applicant's mission statement/vision: Include the organization's mission statement or vision which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

**Project Justification (Page 13)**

Please complete page 13 detailing your agency and its purpose in order to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI nondiscrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state and local access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please do not include brochures.

**Vehicle (Page 14 and 15 of the application)**

(Page 14) Identify vehicle(s) requested, providing a description of the desired vehicle. It should be noted whether the vehicle(s) is a replacement or an expansion of the existing vehicle fleet. Additionally, any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.) should be noted.

(Page 15) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through CAMPO or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and Carson City/CAMPO requires full coverage for the vehicle as long as Carson City/CAMPO holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.)

**Budget (Pages 16 & 17)**

All applicants must complete Page 16 for Capitalized Operating, Operating and Capital purchase funds they are requesting. If you are requesting both 5310 and 5339 funds, a separate application will need to be submitted for each. Page 17 is a summary of the budget to be completed for 5339

and 5310 capital funds separately. If you are unsure of which funds are most appropriate for your agency, please contact CAMPO staff prior to the application deadline.

**Revenue:** This section is distinguished from the match source in that this funding source offsets the overall budget, reducing the total project cost. It can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

**Match source documentation:** This section includes the source of funding that provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter, or other documentation, stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet.

### **Maintenance and Safety**

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

### **Training Policy**

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339 only)**

Sub-recipients of 5339 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339 and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. Applications for 5310 funds do not need to include a drug and alcohol policy.

### **Customer Satisfaction and Community Support**

**Letters of Support:** Provide any current (within the past 12 months) letters of support, if available, for the services.

**Survey Reports:** Include a summary of informal survey results and on-board rider satisfaction if available.

**Other:** Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, or documentation of high levels of interest by client groups.

## FTA Funding Sources

**For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.**

### **5310 (Capital/Vehicle) Funds \_\_\_\_ (20% match required)**

### **5310 (Operating) Funds \_\_\_\_ (50% match required)**

This program (49 U.S.C. 5310) provides formula funding to metropolitan planning organizations (MPOs) for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

### **5339 (Capital) Funds \_\_\_\_ (20% match required)**

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

**For more information on the programs above please refer to FTA's website:**

**<https://www.transit.dot.gov/grants>**

**If you have questions regarding which funding source is appropriate for your service please feel free to contact the CAMPO Transit Coordinator at (775) 283-7583.**

**Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received, which will be determined by the CAMPO Board during a regularly scheduled meeting occurring on the second Wednesday of each month.**

APPLICANT'S NAME \_\_\_\_\_

APPLICATION CHECKLIST				
*****INCOMPLETE APPLICATIONS WILL NOT BE APPROVED*****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
<input type="checkbox"/>	<input type="checkbox"/>	6	DETERMINATION OF ELIGIBILITY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	9	FTA FUNDING SOURCES	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	12	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	13	PROJECT JUSTIFICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	15	VEHICLE INVENTORY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	17	BUDGET SUMMARY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	18	AUTHORIZING RESOLUTION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	APPENDIX A	<a href="#">FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES</a>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	following certs & assurances	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	ADA POLICY (vehicle/passengers information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	EEO PLAN	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (5339 Only)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE/FACILITY MAINTENANCE POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE POLICY (driver/rider information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	COPY OF VEHICLE INSURANCE POLICY (Evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.)	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	PUBLIC NOTICE- (Please review Appendix A "Certifications and Assurances - Private Sector Protections")	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service )	<input type="checkbox"/>

**\*Please provide 1 original application and 1 copy**

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CAMPO STAFF SIGNATURE

**PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:**

**Quarterly Ridership Report (CAMPO approved form)**

**Quarterly Vehicle Performance Measurement Report (CAMPO approved form)**

**Quarterly written copies of current routes, schedules, and fares of the Transportation System**

**Quarterly written Progress Report (detailing any changes or additions to the System)**

**Insurance policy certificates, declaration pages and endorsements designating the Carson Area Metropolitan Planning Organization as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.**

**Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form**

**Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.**

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION  
FEDERAL GRANT APPLICATION  
FEDERAL FISCAL YEAR 2017 APPORTIONMENT**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Carson Area Metropolitan Planning Organization (CAMPO) 3505 Butti Way Carson City NV, 89701. Please retain 1 complete copy for your records.

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**Applicant** \_\_\_\_\_

\*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

**Physical Address** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Contact Person/Official** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Federal Tax ID#** \_\_\_\_\_

**DUNS #** \_\_\_\_\_

**Type of Agency** \_\_\_\_\_ **Private Non-Profit**  
\_\_\_\_\_ **Private For-Profit**  
\_\_\_\_\_ **Governmental Agency**  
\_\_\_\_\_ **Tribal Agency (Sovereign Nation)**  
\_\_\_\_\_ **Other (describe)**

**Type of Service** \_\_\_\_\_ **Senior Center/Disabled Workshop**  
\_\_\_\_\_ **Demand-Response (Dial-a-Ride, Door to Door)**  
\_\_\_\_\_ **Deviated Fixed-Route**  
\_\_\_\_\_ **Fixed route**  
\_\_\_\_\_ **Other (describe)**

**Mission/Vision Statement:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PROJECT JUSTIFICATION

**1. Please describe in detail your transportation program and how this funding will enhance the services offered.**

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**2. Describe the transportation services currently being provided by your organization and/or others in the same region.**

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**3. Provide a detailed description of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.**

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**4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers.**

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## FTA BUDGET (1 of 2) ALL APPLICANTS 5310 or 5339

<b><u>CAPITALIZED OPERATING EXPENSES 5310</u></b>	
<b>Contract Operator Expenses</b>	\$ _____
(Defined as acquisition of transportation services under a contract, lease, or other arrangement)	
<b>(A) TOTAL CAPITAL EXPENSES</b>	
	\$ _____

<b><u>OPERATING EXPENSES 5310</u></b>	
<b>Operator Expenses</b>	\$ _____
(Defined as the incremental cost of providing same day service or door-to-door service)	
<b>Fuel/Oil Fluids</b>	\$ _____
<b>Driver/Dispatcher Salaries</b>	\$ _____
<b>Other (Specify)</b>	\$ _____
<b>(B) TOTAL OPERATING EXPENSES</b>	
	\$ _____

<b><u>CAPITAL PURCHASES (5339 or 5310)</u></b>	
<b>Buses/Van/Paratransit Vehicle</b>	\$ _____
<b>Radios/Comm Equipment</b>	\$ _____
<b>Bus Facilities (Shelters, Signs)</b>	\$ _____
<b>Vehicle Overhaul/Rehab/etc.</b>	\$ _____
<b>Other (Specify)</b>	\$ _____
<b>(C) TOTAL CAPITAL PURCHASES</b>	
	\$ _____

<b><u>REVENUE</u></b>	
(MUST INCLUDE PROJECTED FAREBOX REVENUE)	
Source	Dollar Amount
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
<b>(D) TOTAL REVENUE</b>	
	\$ _____

<b><u>MATCH</u></b>	
Source	Dollar Amount
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
<b>(E) TOTAL MATCH</b>	
	\$ _____

**5310 Enhanced Mobility for Seniors & Individuals with Disabilities**

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.

**5339 Bus and Bus Facilities**

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

**5310 / 5339 BUDGET (2 of 2)**

<b>TOTAL CAPITALIZED OPERATING EXPENSES</b>	_____	<b>(A) On Budget Page 1 of 2</b>
<b>TOTAL FAREBOX REVENUE</b>	_____	<b>(D) On Budget Page 1 of 2</b>
<b>NET OPERATING EXPENSES</b>	_____	<b>Total expenses minus total revenue</b>
<b>FTA CAPITALIZED OPERATING AMOUNT</b>	_____	<b>80% of net expenses</b>
<b>SUB-RECIPIENT CAPITALIZED OPERATING MATCH</b>	_____	<b>20% of net expenses</b>

<b>TOTAL OPERATING EXPENSES</b>	_____	<b>(B) On Budget Page 1 of 2</b>
<b>TOTAL FAREBOX REVENUE</b>	_____	<b>(D) On Budget Page 1 of 2</b>
<b>NET OPERATING EXPENSES</b>	_____	<b>Total expenses minus total revenue</b>
<b>FTA OPERATING AMOUNT</b>	_____	<b>50% of net expenses</b>
<b>SUB-RECIPIENT OPERATING AMOUNT</b>	_____	<b>50% of net expenses</b>

<b>TOTAL CAPITAL PURCHASES</b>	_____	<b>(C) On Budget Page 1 of 2</b>
<b>FTA OPERATING AMOUNT</b>	_____	<b>80% of total</b>
<b>SUB-RECIPIENT OPERATING AMOUNT</b>	_____	<b>20% of total</b>

**PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS**

**TOTAL FTA FUNDS REQUESTED**

(FTA CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)

**SUBRECIPIENT MATCH**

(SUBRECIPIENT CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)

**AUTHORIZING RESOLUTION**

APPLICANT \_\_\_\_\_  
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
(Printed Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

Dated \_\_\_\_\_

# FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

## PREFACE

*Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.*

*We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.*

*We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.*

*FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

*but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.*

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.*

*It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

### **CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.*

#### **01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

#### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### 01.C. Intergovernmental Review Assurance.

*(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
  - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
  - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
  - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
  - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
  - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
  - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
  - (1) It implements its Award,
  - (2) It undertakes property acquisitions, and
  - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the federal assistance is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
  - (4) Lease, or
  - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
- (1) Federal assistance is provided for its Award,
  - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
  - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
  - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
- a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
  - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.**

#### **01.E.1 Suspension and Debarment.**

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
    - (a) Debarred,
    - (b) Suspended,

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (c) Proposed for debarment,
  - (d) Declared ineligible,
  - (e) Voluntarily excluded, or
  - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) 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,
  - (b) Violation of any federal or state antitrust statute, or
  - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is 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 listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
  - (b) Is for audit services, or
  - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
  - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
    - 1 Debarred from participation in any federally assisted Award,
    - 2 Suspended from participation in any federally assisted Award,
    - 3 Proposed for debarment from participation in any federally assisted Award,
    - 4 Declared ineligible to participate in any federally assisted Award,
    - 5 Voluntarily excluded from participation in any federally assisted Award, or
    - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

### **01.E.2. Tax Liability.**

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

### **01.E.3. Felony Convictions.**

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

### **01.F. U.S. OMB Assurances in SF-424B and SF-424D.**

*The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
    - (1) The legal authority to apply for federal assistance,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
  - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) The State, through an appropriate authorized representative.
  - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
  - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest or personal gain, or
    - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
  - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
  - b. For FTA assisted construction Awards:

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- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
  - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
  - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
  - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
  - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
- c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
    - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
    - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

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- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
  - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
  - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
    - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
    - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
  - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
    - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - 1 Displaced families or individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      - 1 Displaced families and individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
    - (e) It will do the following:
      - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
    - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

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- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
  - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
  - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
  - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
  - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
  - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

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- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
  - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
  - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
  - (1) Participating in the federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
  - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation



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- system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
    - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
    - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
    - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
  - l. It will comply with all other federal laws, regulations, and requirements that apply.
  - m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

### CATEGORY 02. LOBBYING.

*Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
    - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
  - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
    - (1) The Applicant,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
  - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

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- (a) Federal grant or cooperative agreement, or
  - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
  - (1) An officer or employee of any federal agency regarding the award of a:
    - (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
  - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
    - (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
  - (1) Each third party contract,
  - (2) Each third party subcontract,
  - (3) Each subagreement, and
  - (4) Each third party agreement.
- 3. Your Applicant understands that:
  - a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.**

*We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).*

*Any provision of the Certification in Category 03 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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### CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

*Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.*

#### **04.A. Private Property Protections.**

*If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
  - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
  - a. It acquires the property or an interest in the property of a private provider of public transportation, or
  - b. It operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

#### **04.B. Charter Service Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.*

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
  - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. §§ 133 or 142, or
    - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - b. FTA’s charter service restrictions extend to:
    - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
    - (2) Any Third Party Participant that receives federal assistance derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any tier, and
    - (4) Other Third Party Participant in its Award.
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
    - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
    - (3) Any other federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing.
  - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
      - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
  - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
  - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
  - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
  - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
  - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
  - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

### **04.C. School Bus Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. §§ 133 or 142, or
  - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
  - (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
  - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
  - c. Any other federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 05 that does not apply will not be enforced.*

#### **05.A. Rolling Stock Reviews.**

*If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.*

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
  - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
  - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **05.B. Bus Testing.**

*If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. § 5318, and
  - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
  - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
  - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),
    - (4) Structural integrity,
    - (5) Fuel economy,
    - (6) Emissions, and
    - (7) Noise, and
  - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

### **CATEGORY 06. DEMAND RESPONSIVE SERVICE.**

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*Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### **CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.**

*Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.*

*Any provision of the Assurances in Category 07 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).



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### CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

*Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.*

#### **08.A. Interest and Financing Costs.**

*If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive federal assistance for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
  - a. The Urbanized Area Formula Grants Program,
  - b. A Full Funding Grant Agreement,
  - c. An Early Systems Work Agreement,
  - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
  - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
  - f. Any other program as FTA may specify.

#### **08.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

### **CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.**

*Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 09 that does not apply will not be enforced.*

#### **09.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

#### **09.B. Public Transportation Safety Program.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

#### **09.C. State Safety Oversight Requirements.**

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### **CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 10 that does not apply will not be enforced.*

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

### **CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).**

*Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 11 that does not apply will not be enforced.*

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

### **CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 12 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS**

*Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.*

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*Any provision of the Certifications in Category 13 that does not apply will not be enforced.*

### **13.A. Grants for Buses and Bus Facilities Program**

*The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:*

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. As required by 49 U.S.C. § 5307(d):
    - (1) It has or will have the amount of funds required for the non-federal share,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation service.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
  - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
  - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
    - (1) The statewide transportation improvement program, and
    - (2) To the extent applicable, a metropolitan transportation improvement program.
  - g. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
    - (1) The Recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

### **13.B. Low or No Emission Vehicle Deployment.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the*

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*Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
    - a. It has or will have the amount of funds required for the non-federal share,
    - b. It will provide the non-federal share from sources approved by FTA, and
    - c. It will provide the non-federal share when needed.
  8. It will comply with:
    - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  9. It has a locally developed process to solicit and consider public comment before:
    - a. Raising a fare, or
    - b. Implementing a major reduction of public transportation service.
  10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 14 that does not apply will not be enforced.*

#### **14.A. Urbanized Area Formula Grants Program under the FAST Act.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.



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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
  - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
  - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
  - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
  - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
  - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **14.B. Passenger Ferry Grant Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 15 that does not apply will not be enforced.*

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each Subrecipient is:
    - (1) A private nonprofit organization, or
    - (2) A state or local governmental authority that:
      - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
  - b. Your Applicant will comply with the following selection and planning requirements:
    - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated.
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public.
    - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
    - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
  - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
  - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
    - (1) The recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
  - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
  - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
  - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - e. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - f. It has complied or will comply and will require each Subrecipient to comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
  - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under*

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*49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.*

### **16.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
  - a. The statewide transportation improvement program, and
  - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
  - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
  - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus facilities,
    - (3) Joint-use facilities,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to FTA a Certification from the governor of the state that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
    - (2) The state's intercity bus service needs are being met adequately.

### **16.B. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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### **CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).**

*Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 17 that does not apply will not be enforced.*

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
  - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
  - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
  - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Category 05.B (Bus Testing),
  - c. Category 06 (Demand Responsive Service),
  - d. Category 07 (Intelligent Transportation Systems), and
  - e. Category 10 (Alcohol and Controlled Substances Testing).



## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

### **CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 18 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
    - (1) Any federal assistance,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
  - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
  - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### **CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 19 that does not apply will not be enforced.*

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

### **CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.*

*To the extent that any Certification in Category 20 does not apply, it will not be enforced.*

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.**

*Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.*

*If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.*

#### **21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.**

*If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
    - (1) The applicable provisions of 49 U.S.C. § 5323, and
    - (2) The applicable provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g.
    - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
  - a. It is eligible to receive federal assistance for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

### **21.B. State Infrastructure Banks (SIB) Program.**

*If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
  - a. 23 U.S.C. § 610,
  - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. § 610, as amended by the FAST Act,
  - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The SIB Cooperative Agreement establishing the state's SIB Program,
  - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. It has or will have or provide:
    - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
    - (2) The non-federal share from sources approved by FTA, and
    - (3) The non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
  - a. It is eligible to receive federal assistance for those expenses, and

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

### CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

*Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.*

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will consult with the appropriate federal land management agency during the planning process, and
  - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
  - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. Will maintain its equipment and facilities acquired or improved under its Award.
  - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
    - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
    - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
    - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
  - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
  - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
  - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
  - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
  - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
  - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
  - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
  - (2) It will provide the non-federal share from sources approved by FTA, and
  - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
  - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### **CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.**

*Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 23 that does not apply will not be enforced.*

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.



**FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: \_\_\_\_\_

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. \_\_\_\_\_

**OR**

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

# FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

## FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

### AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_  
Authorized Representative of Applicant

### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_  
Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

- 225-0000-381.01-03
- Account miscellane
- Budget miscellane
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

**Account information**

Q GENERAL FUND / CC FTA 5907 OPS MATCH  
 Fiscal year: 2017 Cr  
 Estimated revenue: 400,000.00  
 Total receipts: 400,000.00  
 Q Unrealized revenue: .00

**Project Data**

Project Entry Optional

**Account Balance by Period**

Period/Month	Actuals	Cumulative Totals
Q 01 July	.00	.00
Q 02 August	400,000.00	400,000.00
Q 03 September	.00	400,000.00
Q 04 October	.00	400,000.00

**Payment information**

Vendor (\* indicates pending) Total

- Print
- Cancel
- Exit
- Previous acc...
- Next account
- 2016
- 2018
- Account activi...
- Pending trans...
- Subset transa...
- Budget alloca...

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group
AJ	GM	02	9/14/2016		400000.00	.00	00887

End of records reached

Commercial Lines - (206) 892-9200  
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0  
999 Third Ave, Suite 4100  
Seattle, WA 98104

JAC Bus of Carson City  
3303 Butti Way, Bldg. 1  
Carson City, NV 89701

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When prompted, enter this information for security purposes:

Client ID: 262761  
Cert ID: 11238875  
Passcode: 4C27F51C

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\*\*\*\*\*





# CERTIFICATE OF LIABILITY INSURANCE

262761

DATE (MM/DD/YYYY)  
12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 999 Third Ave, Suite 4100 Seattle, WA 98104	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Hanover Insurance Company		22292
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

**COVERAGES**                      **CERTIFICATE NUMBER:** 11238875                      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ZH2-8978723-06	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 JAC Bus of Carson City is Additional Insured under General Liability in accordance with the terms and conditions of the policy when required by written contract regarding their interest in the operations of the Named Insured.

<b>CERTIFICATE HOLDER</b> JAC Bus of Carson City 3303 Butti Way, Bldg. 1 Carson City, NV 89701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)



\*CYB01A2B/003564/02/02/0/0/0\*



April 26, 2017

Patrick Pittenger, AICP, PTP  
Transportation Manager  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application for Federal Transit Administration grant funds.

Dear Mr. Pittenger:

This letter is to inform you that Northern Nevada Veterans Resource Center fully supports additional Federal funding for the Carson City Regional Transportation Commission for the provision of transportation in the Carson City area.

It is understood that any funds awarded as a result of submittal of grant applications will be used to help continue service at current levels and to improve the vehicle fleet for Jump Around Carson, Carson City's public transit system. The consistent support provided to local and regional partners to plan and implement transportation options for the area's residents, particularly those who are most in need, including veterans, the elderly and individuals with disabilities has been invaluable to this community.

As an agency concerned with making veterans and individuals with disabilities a priority, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those who are in need.

Sincerely,

Natalie Stering

A handwritten signature in blue ink that reads 'Natalie Stering'. The signature is fluid and cursive, with a long horizontal stroke at the end.

**Natalie Stering**  
**Site Director - Carson City**  
**Veterans Resource Centers of America**  
106 E. Adams St., Ste. 203  
Carson City, NV 89706  
Office: (775) 360.2155  
Fax: (775) 360.2157

***"Serving those who served."***



**Carson City Regional Transportation Commission  
Item for Commission Information**

**RTC Meeting Date:** August 9, 2017  
**To:** Regional Transportation Commission  
**From:** Curits Horton, Public Works Operations Chief  
**Date Prepared:** July 27, 2017  
**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 2017**

**Street Repair and Maintenance**

ACTIVITIES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	530 blocks used
Street Patching Operation	93 Tons
Pot Hole Repairs	5

**Tree Care and Maintenance**

ACTIVITIES	COMMENTS
Tree Pruning Operations	52
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical Sprayed	Applied 1,615 gallons of Glyphosate

**Concrete Repair and Maintenance**

ACTIVITIES	COMMENTS
Concrete Total Yards Poured	43.5
Curb & Gutter (Linear Feet)	238
Sidewalk & Flat Work (Sq/Ft)	1,801
Wheel Chair Ramps	2
Misc.	N/A

**Grading and Shoulder Maintenance**

ACTIVITIES	COMMENTS
Dirt Road Work/Misc	Cleaned 80' of new storm drain ditch on the south east corner of Hillview and Clearview. Cleared 30 yards of flood debris from 100' of storm drain ditch in front of 6888 Bigelow Dr. Installed new grindings and patched multiple potholes on Parker Dr. Repaired minor potholes throughout Eastgate Siding Rd as well as excavated out the intersection of Eastgate Siding Rd at Flint and repaired with grindings. Cleared 70 yards of flood debris from the roadway in the Voltaire Canyon area.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	N/A

**Storm Water**

ACTIVITIES	COMMENTS
Sediment removed from ditches	50 yards
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	120

**Sweeper Operations**

ACTIVITIES	COMMENTS
Curb Miles Swept	595.3
Yards of Material Picked Up	332 Yards
City Parking Lots Swept	3 <sup>rd</sup> St



### Trucking Bins

ACTIVITIES	COMMENTS
Bins Hauled for WWTP	16
Bins Hauled for Sweeping Operation	44
Bins Hauled for Other Operations	2 metal
Transport Equipment for other Departments	N/A

### Banner and Decorations Activities

ACTIVITIES	COMMENTS
Banner Operations Carson Street	4
Change Lamp Post Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

### Signs and Markings

ACTIVITIES	COMMENTS
Signs Made	11
Signs Replaced	15
Sign Post Replaced	10
Signs Replaced due to Graffiti Damage	1
Delineators	0
Cross Walks Painted	98
Stop Bars Painted	234
Yield Bars Painted	30
Right Arrows Painted	13
Left Arrows Painted	31
Straight Arrows Painted	15
Stop (word)	40
Only (word)	18
Bike Symbol & Arrow	0
Curb Painting	0

**Snow Event**

<b>ACTIVITIES</b>	<b>COMMENTS</b>
Snow and Ice Control	N/A
Rain Event/Flood Control	N/A
Wind	N/A



**Carson City Regional Transportation Commission  
Request for Commission Information**

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**RTC Meeting Date:** August 9, 2017  
**Time Requested:** 10 Minutes  
**To:** Regional Transportation Commission  
**From:** Darren Schulz, Public Works Director  
**Date Prepared:** July 28, 2017  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

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**List of Projects**

- Blue Line ADA Sidewalk Improvements
- Carson City Freeway Multi-Use Path (Airport Road)
- Sierra Vista Lane Reconstruction
- Silver Sage Drive Reconstruction
- Pavement Preservation Projects on portions of Arterial & Collector Streets
  - Micro Seals
    - Arrowhead Drive/ Medical Parkway
    - Carson River Road
    - Edmonds Drive/Snyder Avenue
    - Fifth Street
    - Koontz Lane
    - West College Parkway
  - Slurry Seals
    - Airport Road
    - Stewart Street
    - William Street
- Long Line Striping Project
- CDBG North Carson Street Improvements
- Battery Backup Improvements
- South Carson Street Improvements
- Carson City Freeway Multi-Use Path (Colorado Street)

## Blue Line ADA Sidewalk Improvements

**Project Name:** Blue Line ADA Sidewalk Improvements

**Project Number:** 031702

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$95,000

**Project to Date Cost:** \$90,000

### Project Description

The project consists of replacing sidewalk ramps at intersections along the historic Blue Line Path to ADA standards.

### Justification

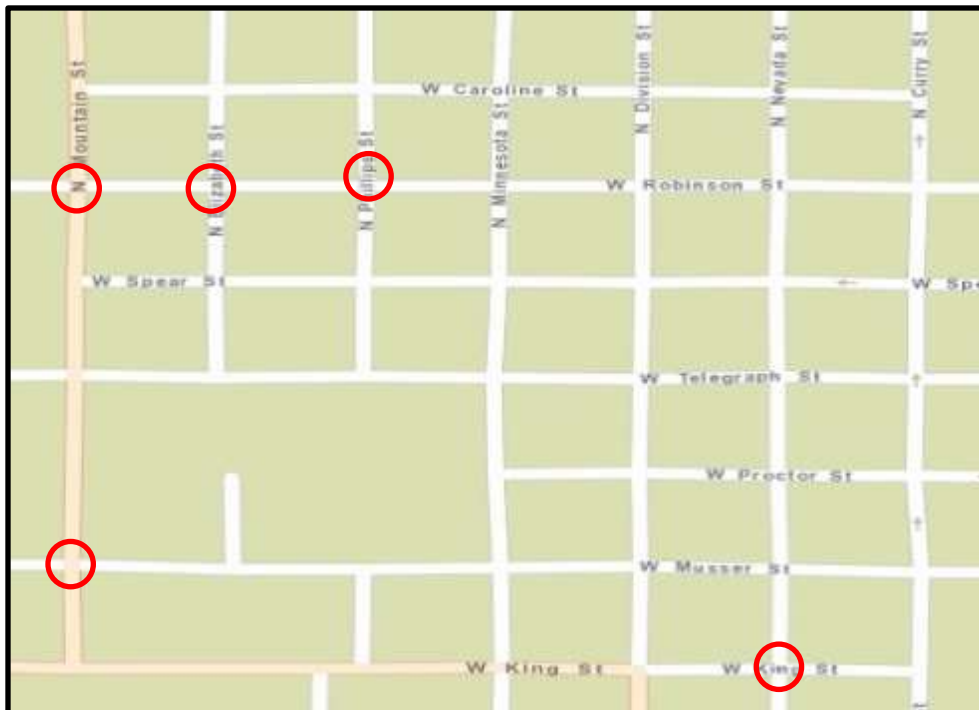
The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

### Project Location

The following intersections will have improvements: Mountain Street and Robinson Street, Musser Street, and Mountain Street, Phillips Street and Robinson Street, Robinson Street and Elizabeth Street, and Nevada Street and King Street.

### Status

The project is substantially complete with punchlist items remaining.



## Carson City Freeway Multi-Use Path (Airport Road)

**Project Name:** Carson City Freeway Multi-Use Path (Airport Road)

**Project Number:** 011706 and 011501

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017 (FY 2017-2018)

**Department:** Public Works

**Total Estimated Cost:** \$1,009,211 (95% federally funded)

**Project to Date Cost:** \$61,000

### 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. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

### Justification

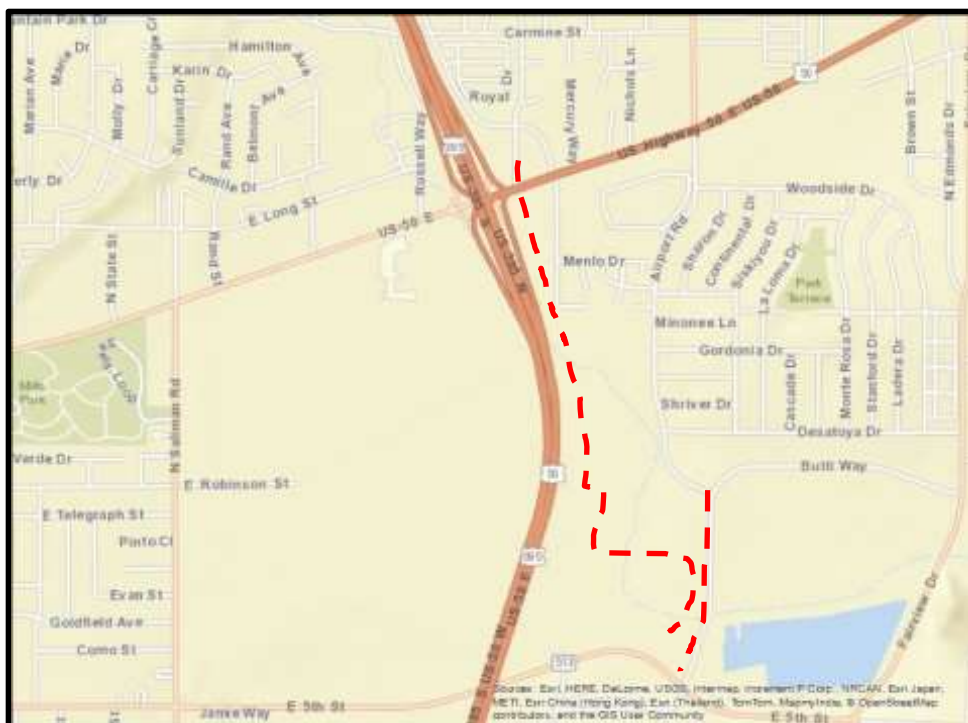
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

### Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

### Status

Project is out to bid.



## Sierra Vista Lane Reconstruction Project

**Project Name:** Sierra Vista Lane Reconstruction

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017 & FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$4,553,578 (95% federally funded)

**Project to Date Cost:** \$50,000

### Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving two trailhead-parking areas and will improve drainage facilities.

### Justification

Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

### Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane.

### Status

95% design plans anticipated in late July or early August. City staff is finalizing documents for construction access and necessary easements. Staff is working with BIA to obtain right-of-way approval. BIA has required an appraisal for just compensation.



# Silver Sage Drive Reconstruction Project

**Project Name:** Silver Sage Drive  
**Project Number:** 031706  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$748,000 (95% federally funded)  
**Project to Date Cost:** \$30,000

## Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway.

## Justification

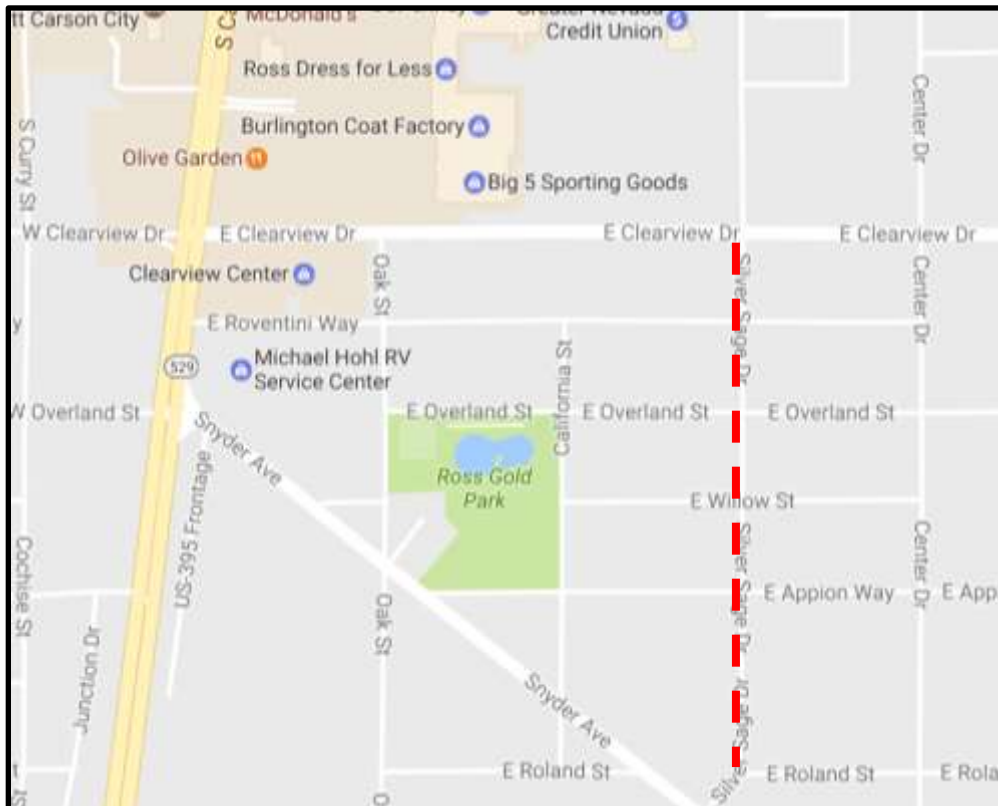
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway.

## Project Location

Silver Sage Drive between Clearview Drive and Roland Street.

## Status

The Notice to Proceed for the design phase has been issued by NDOT, project under design.



## Micro Seal Project: Arrowhead Drive/Medical Parkway

**Project Name:** Arrowhead Drive/Medical Parkway

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$0

### Project Description

Micro seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Arrowhead Drive and Medical Parkway between Emmerson Drive and Silver Oak Drive, respectively.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.





## Micro Seal Project: Carson River Road

**Project Name:** Carson River Road

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$0

### Project Description

Micro seal to preserve roadway condition.

### Justification

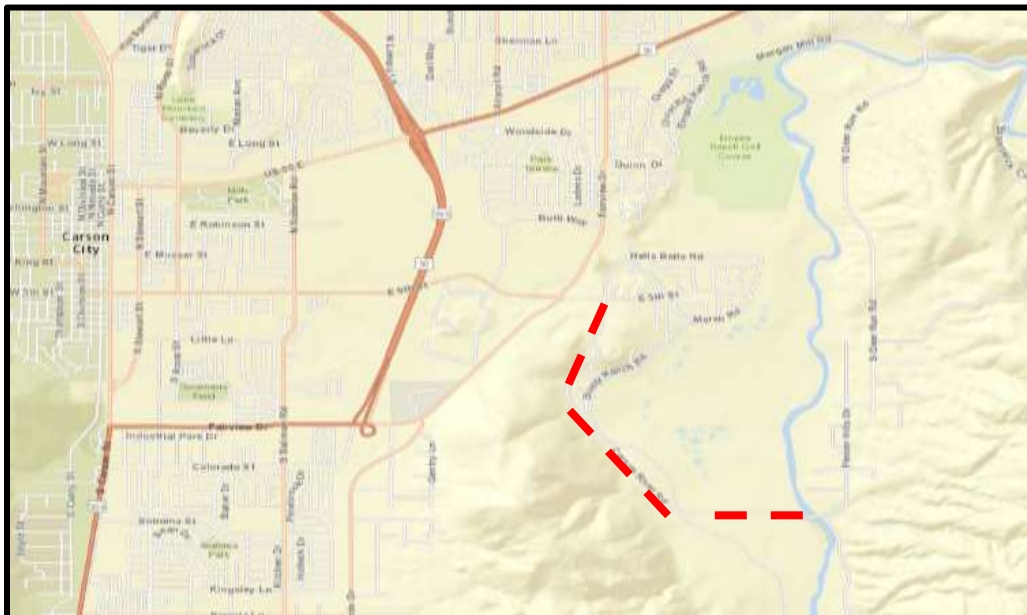
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Carson River Road between Fifth Street and Sierra Vista Lane.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.



## Micro Seal Project: Edmonds Drive/Snyder Avenue

**Project Name:** Edmonds Drive/Snyder Avenue  
**Project Number:** TBD  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$740,000 (includes six projects)  
**Project to Date Cost:** \$0

### Project Description

Micro seal to preserve roadway condition.

### Justification

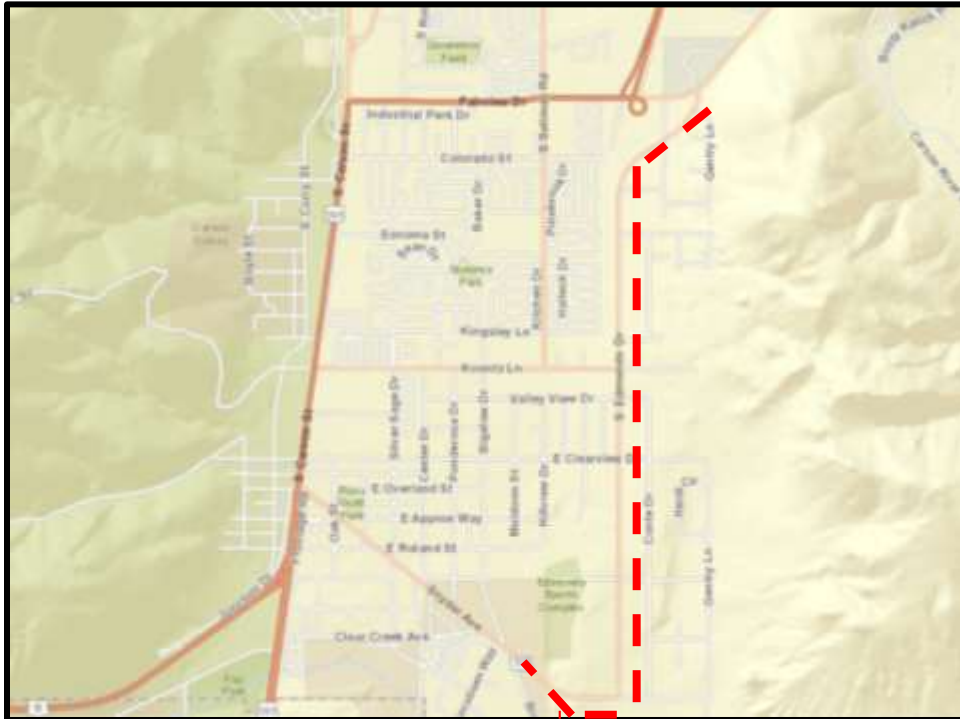
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.



## Micro Seal Project: Fifth Street

**Project Name:** Fifth Street

**Project Number:** 031709

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$0

### Project Description

Slurry seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Fifth Street between Fairview Drive and Saliman Road.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.



## Micro Seal Project: Koontz Lane

**Project Name:** Koontz Lane

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$0

### Project Description

Micro seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Koontz Lane between Edmonds Drive and Carson Street.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.



## Micro Seal Project: West College Parkway

**Project Name:** West College Parkway

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$0

### Project Description

Micro seal to preserve roadway condition.

### Justification

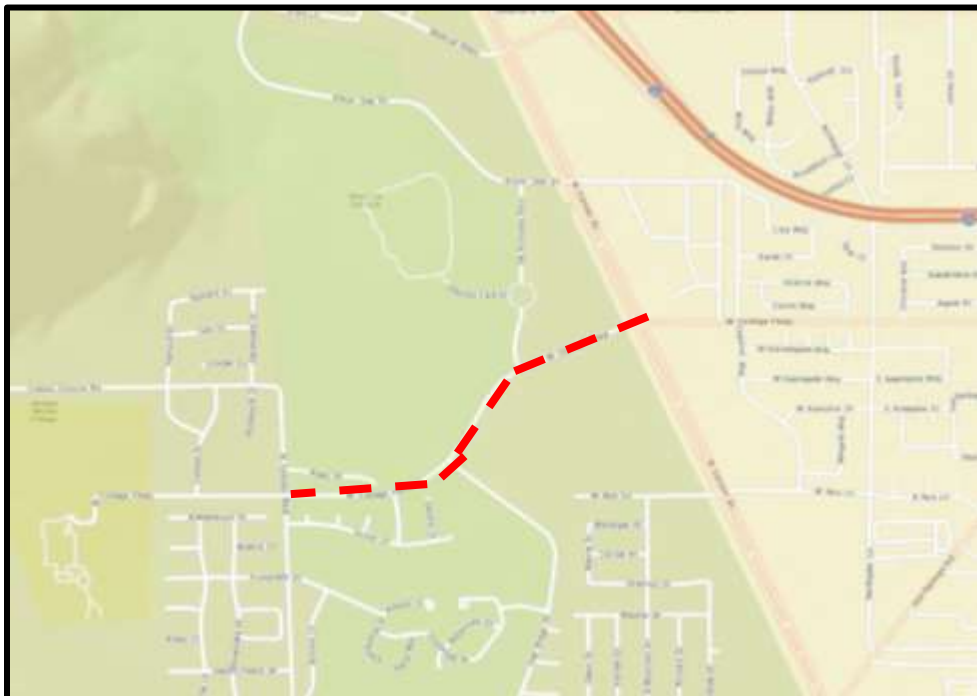
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

West College Parkway between Carson Street and North Ormsby Boulevard.

### Status

Bids were opened on July 25<sup>th</sup>, contract anticipated to be awarded at August 9<sup>th</sup> RTC meeting and work is set to start in September.



## Slurry Seal Project: Airport Road

**Project Name:** Airport Road

**Project Number:** 031708

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$153,007 (includes three projects)

**Project to Date Cost:** \$5,000

### Project Description

Slurry seal to preserve roadway condition

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

### Project Location

Airport Road between U.S. 50 and College Parkway

### Status

Contract awarded to Sierra Nevada Construction and project is set to begin in August



## Slurry Seal Project: Stewart Street

**Project Name:** Stewart Street

**Project Number:** 031708

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$153,007 (includes three projects)

**Project to Date Cost:** \$5,000

### Project Description

Slurry seal to preserve roadway condition

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

### Project Location

Stewart Street between William Street and Carson Street

### Status

Contract awarded to Sierra Nevada Construction and project is set to begin in August



## Slurry Seal Project: William Street

**Project Name:** William Street

**Project Number:** 031708

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$153,007 (includes three projects)

**Project to Date Cost:** \$5,000

### Project Description

Slurry seal to preserve roadway condition

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

### Project Location

William Street between Carson Street and Minnesota Street

### Status

Contract awarded to Sierra Nevada Construction and project is set to begin in August





# Long Line Striping Project

**Project Name:** Long Line Striping Project  
**Project Number:** 1103805  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$183,661 -\$202,027  
**Project to Date Cost:** \$0

## Project Description

The 2017 Long Line Striping Project consists of placing approximately 1,103,805 linear feet of painted pavement markings

## Justification

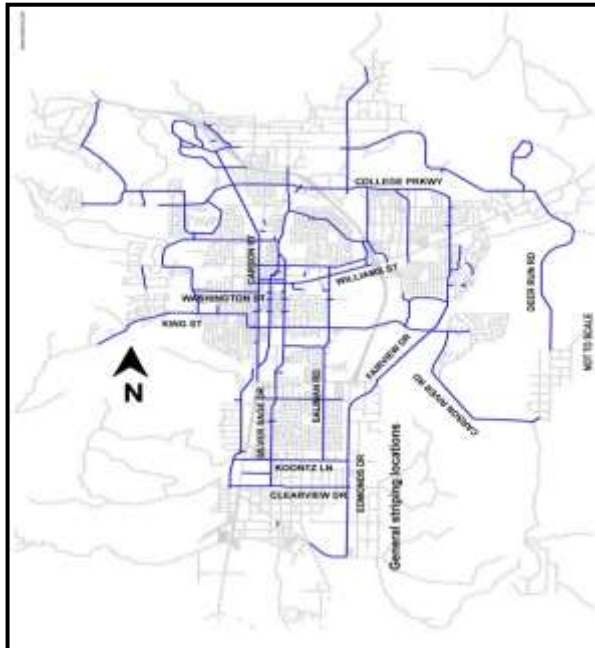
Yearly project

## Project Location

City Wide

## Status

Nevada Barricade contract awarded at June RTC meeting and work is scheduled to be completed towards the end of July



# CDBG North Carson Street Improvements

**Project Name:** CDBG North Carson Street Improvements  
**Project Number:** TBD  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$147,871 (100% federally funded)  
**Project to Date Cost:** \$0

## Project Description

ADA improvements on North Carson Street

## Justification

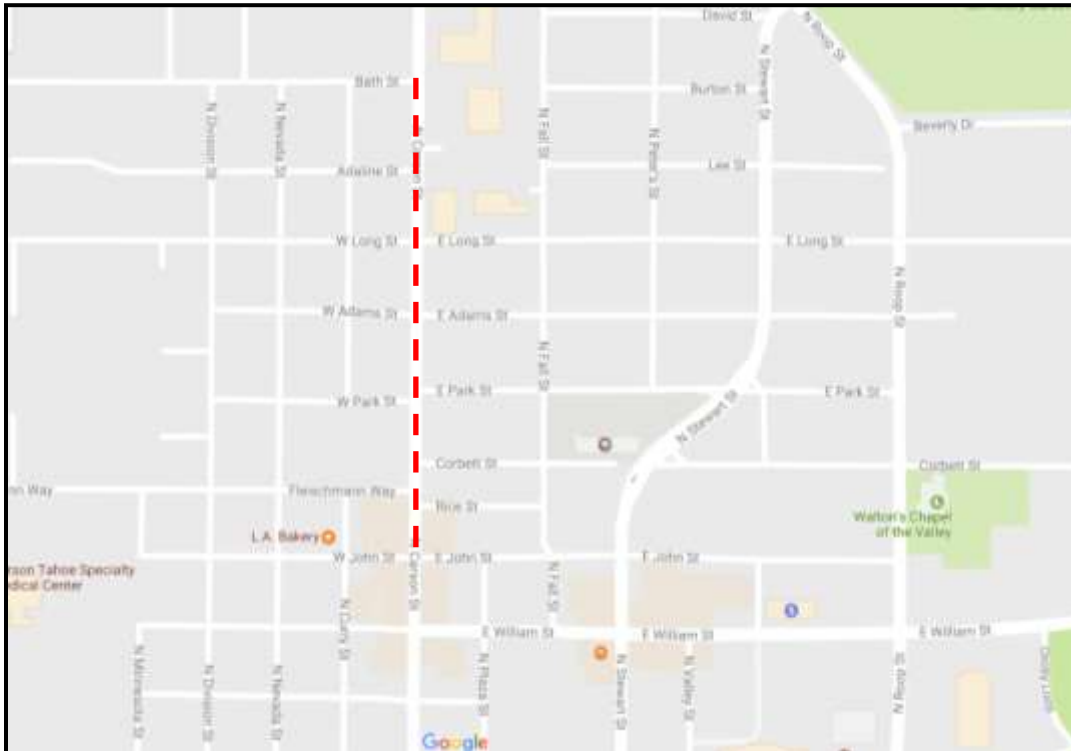
Received CDBG grant award to make ADA improvements

## Project Location

Portions of North Carson Street between Bath and John Streets, east side only

## Status

Survey completed, design has started and 100% design is expected in August



## **Battery Backup Improvements**

**Project Name:** Fiscal Year 2017 Intersection Improvements

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$159,000

**Project to Date Cost:** \$0

### **Project Description**

Installation of battery backup systems (BBS) and retro-reflective back-plate borders at 12 signalized intersections in Carson City.

### **Justification**

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City.

### **Project Location**

- Hwy 50 East and Deer Run Road
- Hwy 50 East and Fairview Drive
- Hwy 50 East and Airport Road
- Hwy 50 East and Lompa Lane
- Hwy 50 East and I-580
- I-580 and College Parkway
- I-580 and Fairview Drive
- US 395 and Clear Creek Road
- US 395 and Clearview Drive
- US 395 and Eagle Station Lane
- US 395 and Koontz Lane
- US 395 and Fairview Drive

### **Status**

Installing

## South Carson Street Bicycle and Pedestrian Improvements

**Project Name:** South Carson Street Bicycle and Pedestrian Improvements

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$1,184,211 (95% federally funded)

**Project to Date Cost:** \$0

### Project Description

Bicycle and pedestrian improvements along South Carson Street corridor between Fairview Drive and Appion Way

### Justification

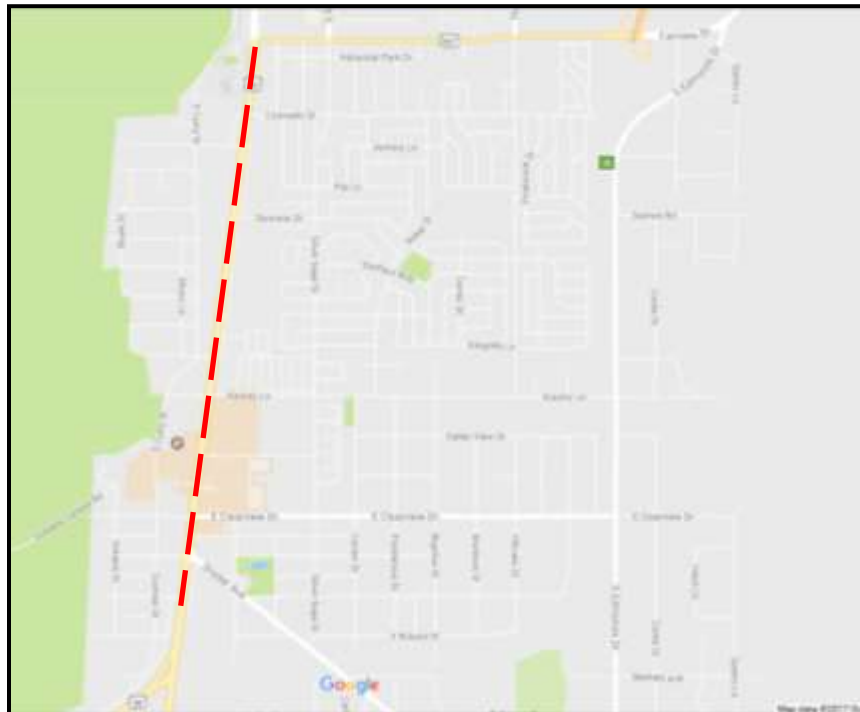
Carson City received a TAP grant for \$750,000 for bicycle and pedestrian improvements

### Project Location

South Carson Street between Fairview Drive and Roland Street (includes portion of the Frontage Road)

### Status

Working on an agreement with NDOT and setting up the survey contract.



## Carson City Freeway Multi-Use Path (Colorado Street)

**Project Name:** Carson City Freeway Multi-Use Path (Colorado Street)

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$651,950 (95% federally funded)

**Project to Date Cost:** \$0

### Project Description

Construct 4,200 feet of multi-use path and associate improvements

### Justification

A TAP grant was approved by NDOT for Complete Streets improvements for South Carson Street

### Project Location

West side of I-580 from linear ditch path to Colorado Street

### Status

City staff is working on an agreement with NDOT

