



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

Day: Wednesday
Date: July 14, 2021
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the applicable Directives issued under authority of the Governor’s Declaration of Emergency, including Directive 045, and subject to any potential changes in state or federal mandates or guidelines, face coverings are no longer required to be worn when attending this meeting in person if you have been fully vaccinated against COVID-19, you are not currently experiencing symptoms of illness, and you have not tested positive for COVID-19 within 10 days prior to the date of this meeting. If you do not meet all of the foregoing requirements, you must wear a face covering when attending this meeting in person.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the RTC meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191.

The public may provide public comment in advance of a meeting by written submission to the following email address: lmaloney@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

Members of the public who wish to provide live public comment via telephonic appearance in lieu of physical attendance may do so during the designated public comment periods indicated on the agenda by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment.

Join by phone:
Phone Number: +1-408-418-9388
Meeting Number: 146 081 0176

1. Call to Order – Regional Transportation Commission

2. **Roll Call**

3. **Public Comment****

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

4. **For Possible Action: Approval of Minutes – June 9, 2021**

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

5-A For Discussion Only – Discussion and presentation regarding the 2021-2023 Action Plan for the Western Nevada Safe Routes to School (“WN-SRTS”) program, which will guide the WN-SRTS program during its new grant cycle.

Staff Summary: The mission of the WN-SRTS program is to improve the safety and well-being of students, families, and school staff that commute by foot, bicycle, and other active modes of transportation. The 2021-2023 WN-SRTS Action Plan (“Action Plan”) was developed with community partners to best serve elementary and middle schools in Carson City, Douglas, Lyon and Storey counties.

5-B For Possible Action - Discussion and possible action regarding Contract No. 20300333 with LSC Transportation Consultants, Inc. (“LSC”), to provide a preliminary feasibility study for a Downtown Transit Center for Jump Around Carson (“JAC”) for a not to exceed amount of \$60,000.

Staff Summary: The JAC bus system currently provides a centralized transfer hub on N. Plaza Street between Washington Street and Robinson Street that allows riders to transfer between JAC routes and other regional and statewide bus transit providers. The preliminary feasibility study will evaluate potential locations for a Downtown Transit Center, identify long-term funding needs, and provide further planning documentation that may be necessary to apply for competitive federal grant funds.

5-C For Possible Action – Discussion and possible action regarding direction to staff on the pursuit of transportation infrastructure projects in Fiscal Year (“FY”) 2022 for Performance District 4, as funding permits.

Staff Summary: Staff identified five potential FY 2022 transportation infrastructure projects for Performance District 4 and recommends that RTC pursue four of those five potential projects. If directed, staff will initiate development of the projects, finalize the project scopes, and begin project design. The projects will extend the life of the roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

5-D For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 21300010 for the Fiscal Year (“FY”) 2022 Short Line Striping Project to NBSC for a total amount not to exceed \$416,979.75.

Staff Summary: The Short Line Striping Project includes repainting striping and pavement symbols city wide. Pavement markings will include but are not limited to, bike lane symbols, turn arrows, crosswalk striping, yield bars, pavement marking text, and stop bars. The contract is for the base bid amount of \$302,000, plus an additive alternate bid of \$77,072.50, plus an additional 10% contingency amount of \$37,907.25. The engineer’s base bid estimate was \$375,000.

5-E For Possible Action – Discussion and possible action regarding (1) Highway Agreement No. PR320-21-063 (“Agreement”) between RTC and the Nevada Department of Transportation (“NDOT”) to partially fund the East 5th Street Reconstruction Project (“Project”) for a total of \$2,490,526.00, with \$2,366,000 from Surface Transportation Block Grant (“STBG”) funds and a 5% local match of \$124,526; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The total estimated cost of the Project is \$3,396,000. The Carson Area Metropolitan Planning Organization (“CAMPO”) awarded RTC \$2,366,000 in STBG funds for Federal Fiscal Years 2021 and 2022 to partially fund the Project. This Agreement allows NDOT to disperse those STBG funds to RTC for use on the Project. The Project is located in Performance District 3.

6. Non-Action Items

6-A Transportation Manager’s Report

6-B Street operations activity report for April 2021

6-C Project Status Report

6-D Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to the RTC
- Additional status reports and comments from the RTC
- Additional staff comments and status reports

7. Public Comment**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

8. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. **Public comment will be taken at the beginning of the agenda before any action is taken and again at the end before adjournment.** No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Chair may call for or allow additional individual-item public comment at the time of the body’s consideration of the item when: (1) the comment will be provided from a person who is directly involved with the item, such as City staff or an applicant; or (2) it involves any person’s or entity’s due process appeal or hearing rights provided by statute or the Carson City Municipal Code. Comments may be limited to three minutes per person or topic, at the discretion of the Chair in order to facilitate the meeting.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at LMaloney@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agendized item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at LMaloney@carson.org, or by calling Lucia Maloney at (775) 887-2355 at least 24 hours in advance of the meeting

This agenda and backup information are available on the City’s website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:
Carson City Public Works, 3505 Butti Way
Community Center, 851 East William Street
City Hall, 201 North Carson Street
Carson City Library, 900 North Roop Street
Community Development Permit Center, 108 East Proctor Street
www.carson.org/agendas
<http://notice.nv.gov>

Please note that all future RTC agenda notices will only be posted online and at Carson City Public Works (3505 Butti Way), as authorized by Assembly Bill 253 of the 81st Session of the Nevada Legislature

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting on Wednesday, June 9, 2021, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
 Vice Chair Lisa Schuette
 Commissioner Robert “Jim” Dodson
 Commissioner Chas Macquarie
 Commissioner Greg Stedfield

STAFF: Dan Stucky, Deputy Public Works Director
 Lucia Maloney, Transportation Manager
 Adam Tully, Deputy District Attorney
 Rick Cooley, Operations Manager
 Dirk Goering, Senior Transportation Planner
 Chris Martinovich, Transportation/Traffic Engineer
 Kelly Norman, Transportation Planner/Analyst
 Alex Cruz, Transit Coordinator
 Tamar Warren, Senior Public Meetings Clerk

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

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

(4:53:42) – Chairperson Bagwell called the meeting to order at 4:53 p.m.

2. ROLL CALL

(4:53:46) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:53:58) – Chairperson Bagwell entertained public comments via telephone; however, none were forthcoming. She also invited members of the public present in the meeting to comment on any of the agenda items.

(4:54:30) – Nevada Builders Alliance (NBA) Chief Executive Officer Aaron West introduced himself and commented on agenda item 5-A and expressed “support for Carson City moving forward with a comprehensive funding formula for road maintenance and transportation needs.” Mr. West noted that the current funding source, based on fuel tax, was “antiquated” with more fuel-efficient vehicles that

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were moving away from internal combustion engines. He also believed that the problem was “not unique to Carson [City]” and encompassed different methods of transportation. Chairperson Bagwell Thanked Mr. West for his input.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MAY 12, 2021.

(4:57:58) – Chairperson Bagwell introduced the item and entertained comments and/or corrections.

(4:58:13) – Commissioner Macquarie moved to approve the minutes of the May 12, 2021 meeting as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

5. PUBLIC MEETING ITEMS

5-A FOR DISCUSSION ONLY – PRESENTATION AND DISCUSSION REGARDING CARSON CITY’S ROADWAY FUNDING NEEDS AND A PRELIMINARY EVALUATION OF POTENTIAL OPTIONS TO FILL THE TRANSPORTATION FUNDING GAP.

(4:58:30) – Chairperson Bagwell introduced the item. Ms. Maloney noted that this agenda item and the Traffic Impact Studies (presented in previous RTC and Board of Supervisors {BOS} meetings) were going on in parallel; however, they were two distinct discussions. She provided background and presented the Staff Report, including a report titled *Carson City Roadway Needs and Funding Report*, all of which are incorporated into the record. Ms. Maloney also responded to Commissioner questions. Chairperson Bagwell was in favor of the proposed *Program of Local Improvements* as she believed the community is able to see results, and because the regional roads could qualify for grants. She also believed that the public trust must be gained via their feedback once the fees and repairs are implemented. Vice Chair Schuette reminded the Board that community outreach may be needed to remind online shoppers about road safety because even though they may not drive as much, the delivery and emergency vehicles do. Commissioner Dodson explained that he was initially skeptical of the report because “you’re going away from user fees”; however, after further reading, he believed “it makes sense for the local community to approach it that way.”

(5:37:38) – Commissioner Macquarie commended Staff on the reports and wished to understand the next steps. Ms. Maloney explained that her goal was to present the information to the BOS and obtain feedback and direction from the RTC and the BOS. She also noted that they would continue to utilize the consultants. Chairperson Bagwell reiterated her request to ensure public support, since the community had prioritized the roads as a top objective. Commissioner Dodson believed that the letter Provided by Mark Turner explained the need well. He also wished to see the transportation industry’s support. Chairperson Bagwell thanked Ms. Maloney and the consultants for a thorough report and recommended honing on which table of implementation to take forward to the public. This item was not agendized for action.

5-B FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING A PRESENTATION OF 30% DESIGN CONCEPTS FOR THE COLORADO

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STREET CORRIDOR PROJECT (“PROJECT”) LOCATED BETWEEN S. CARSON STREET AND SALIMAN ROAD AND SOLICITING INPUT FROM RTC BEFORE PROJECT IS ADVANCED TO 60% DESIGN CONCEPTS.

(5:44:57) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich gave background and explained that the project included funding from Surface Transportation Block Grants, Community Development Block Grants, and local V&T Infrastructure and Water Utility funds. He also noted that the 90 percent design will be submitted to the Nevada Department of Transportation (NDOT) in October 2021.

(5:49:05) – Mr. Martinovich presented the Staff Report and accompanying exhibits, all of which are incorporated into the record, and responded to clarifying questions. Commissioner Stedfield recommended increasing the travel lane and Commissioner Macquarie suggested decreasing the median size, expanding the travel lane and keeping the buffered bicycle lane. Chairperson Bagwell recommended flashing crossing lights instead of medians; however, Mr. Martinovich believed that medians would provide “an enhanced visual notice to the driver.” Ms. Maloney clarified that research had shown the narrowing of the roadway decreased driver speed. Commissioner Stedfield recommended maintaining the left turn on Woodcrest Lane. Commissioner Dodson inquired about the public input regarding enhanced street lighting and Mr. Martinovich noted that the street lighting had not yet been determined but it was being addressed. No action was taken on this item.

5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT 20300359 FOR FARR WEST ENGINEERING TO PERFORM CIVIL ENGINEERING SERVICES FOR THE ROOP STREET REHABILITATION PROJECT (“PROJECT”) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$84,127, THROUGH DECEMBER 31, 2022, TO BE FUNDED FROM THE V&T INFRASTRUCTURE CAPITAL IMPROVEMENTS ACCOUNT.

(6:13:53) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette indicated that her disclosure statement (item 5-B) would apply to this item as well. Chairperson Bagwell entertained Commissioner comments or questions and when none were forthcoming, a motion.

(6:14:13) – Commissioner Stedfield moved to award the contract as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SNC NEVADA CONSTRUCTION, INC. (“SNC”), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE CLEAR CREEK ROAD PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 20300336 FOR THE PROJECT TO SNC FOR A TOTAL NOT TO EXCEED AMOUNT OF \$111,107.70 TO BE FUNDED FROM THE REGIONAL TRANSPORTATION FUND.

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(6:14:36) – Chairperson Bagwell introduced the item and received confirmation from Vice Chair Schuette that the disclosure read into the record during item 5-B would be relevant for this item as well. She also entertained board questions or comments and when none were forthcoming, a motion.

(6:15:12) – Commissioner Macquarie moved to award the contract as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

5-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC. (“SNC”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE DEER RUN ROAD PAVEMENT PRESERVATION PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 20300344 FOR THE PROJECT TO SNC FOR A TOTAL NOT TO EXCEED AMOUNT OF \$210,107.70 TO BE FUNDED FROM THE REGIONAL TRANSPORTATION FUND.

(6:15:25) – Chairperson Bagwell introduced the item. Vice Chair Schuette indicated that her disclosure statement (item 5-B) would apply to this item as well. Chairperson Bagwell entertained board questions or comments and when none were forthcoming, a motion.

(6:15:54) – Commissioner Macquarie moved to award the contract as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.

5-F FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL MODIFICATIONS TO DESIGNATED TRUCK-PROHIBITED ROUTES AND TRUCK ROUTE POLICY IN CARSON CITY AND A POSSIBLE RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS (“BOARD”) TO MODIFY THE EXISTING POLICY THROUGH A RESOLUTION.

(6:16:14) – Chairperson Bagwell introduced the item and received confirmation from Vice Chair Schuette that the disclosure she had read into the record during item 5-B would be relevant for this item as well.

(6:16:37) – Mr. Martinovich presented the Staff Report and accompanying documentation, including background information and a 1998 BOS resolution, all of which are incorporated into the record. He noted that Staff would seek input from the RTC, and a recommendation to the BOS “to adopt a new resolution that will update and remove some of the truck prohibited routes and associated [signage]; and to install new [signage] that better focused on navigational guidance to the regional roads in Carson City.” Mr. Martinovich also responded to clarifying questions from the Commissioners. Chairperson Bagwell stated that she has received many phone calls regarding trucks in residential neighborhoods. Discussion ensued and Mr. Martinovich clarified that some streets like Clearview Drive prohibit trucks; however, there are no signs there because they were alternate routes in 1998 to avoid downtown truck traffic. Member Macquarie requested truck traffic counts.

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(6:38:05) – Mr. Martinovich provided the following summary to the discussion above:

- Maintain Arrowhead Drive as a no-truck route.
- Maintain Edmonds Drive as a no-truck route.
- Maintain Downtown (Carson Street) as a no-truck route.
- Provide the RTC with truck traffic data on Clearview Drive, Koontz Lane, Ruby Street, Emerson Drive, and Silver Sage Drive.

(6:40:01) – Chairperson Bagwell explained that she had received a request from an international traveler on his bicycle that the City should update its Google Maps to include truck, bus, and bicycle routes which highlighted the importance of having “the guidance piece” discussed earlier. No action was taken on this item.

5-F FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING FOUR FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5310 GRANT APPLICATIONS TO CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”), NONE OF WHICH REQUIRES A LOCAL MATCH, AND AUTHORIZATION FOR THE RTC CHAIR TO SIGN THE AUTHORIZING RESOLUTION FOR (1) A \$238,000 APPLICATION TO PROVIDE A CONTACTLESS FARE PAYMENT SYSTEM FOR JUMP AROUND CARSON (“JAC”) AND JAC ASSIST; AND (2) THREE SEPARATE APPLICATIONS FOR JAC ASSIST’S CAPITALIZED OPERATING EXPENSES IN THE AMOUNTS OF \$54,044, \$25,780, AND \$25,780, RESPECTIVELY.

(6:41:06) – Chairperson Bagwell introduced the item and referenced the grant discussions during previous RTC meetings. She also entertained Commissioner questions. Mr. Cruz informed Commissioner Macquarie that many different options are being considered for contactless payments. Chairperson Bagwell wished to be ensured that the payment method is compatible with what the riders can use and that the equipment is portable and not “bus-dependent.” She also instructed Staff to have the on-going payment method costs budgeted; however, Mr. Cruz believed that some of that cost would be offset by eliminating the current payment application. He also noted that the current \$1 ridership cost is below the transit average and Chairperson Bagwell wished to look into a fare increase “at year two-and-a-half.” Mr. Cruz informed Commissioner Schuette that the method of paying in cash will not be eliminated. Chairperson Bagwell entertained a motion.

(6:48:21) – Commissioner Stedfield moved to approve the four applications as presented and to authorize the RTC Chair to sign the Authorizing Resolution sections of each application. The motion was seconded by Commissioner Schuette and carried 5-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

(6:48:50) – Ms. Maloney updated the Commission on the RTC-related activities during the previous BOS meeting. She stated that the Board had approved the submission of a Rebuilding American

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Infrastructure with Sustainability and Equity (RAISE) grant application to the U.S. Department of Transportation for the William Street Complete Streets Project. She noted that a feasibility study (funded through the Carson Area Metropolitan Planning Organization {CAMPO}) was planned for William Street in the upcoming fiscal year, followed by the design in 2022, and construction in 2023. Ms. Maloney also invited organizations and members of the community to provide support letters and offered a template for those who wished to write one, and encouraged them to contact her. She informed the Commission that Resolution 2021-R-17 had been passed by the Board to adjust the school zones, as recommended by the RTC. Ms. Maloney noted that the Kings Canyon project was awarded to the lowest responsive and responsible bidder, which was below the engineer's estimate, adding that it was being managed by the federal government, and that the City would be invoiced for the five percent local match. Ms. Maloney also explained that the Traffic Impact Study had been presented to the Board of Supervisors and that Staff had received direction. She offered to respond to questions regarding the Transportation Manager's Report, incorporated into the record. Commissioner Macquarie was informed that Mr. Goering had reached out to Muscle Powered for the William Street project. Commissioner Schuette thanked Staff for their presentations. Chairperson Bagwell recommended reaching out to the members of the Nevada Builders Alliance for letters of recommendation for the William Street Project.

6-B STREET OPERATIONS ACTIVITY REPORTS FOR MARCH 2021

(6:54:53) – Chairperson Bagwell referenced the Street Operations Activity Report, incorporated into the record, and inquired whether the raised sidewalk issues were caused by trees. Mr. Cooley confirmed that they were, and that they were also impacted by the heat. He noted that they receive most of their information from residents; however, the waitlist for some items was “four years out.” Chairperson Bagwell stated for the record that she had received positive feedback on the City crew that has repaired sidewalks.

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

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

(6:58:45) – None.

7. PUBLIC COMMENT

(6:59:05) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:59:45) – Chairperson Bagwell adjourned the meeting at 6:59 p.m.

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The Minutes of the June 9, 2021 Carson City Regional Transportation Commission meeting are so approved this 14th day of July, 2021.

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STAFF REPORT

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

Meeting Date: July 14, 2021

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Discussion Only – Discussion and presentation regarding the 2021-2023 Action Plan for the Western Nevada Safe Routes to School (“WN-SRTS”) program, which will guide the WN-SRTS program during its new grant cycle.

Staff Summary: The mission of the WN-SRTS program is to improve the safety and well-being of students, families, and school staff that commute by foot, bicycle, and other active modes of transportation. The 2021-2023 WN-SRTS Action Plan (“Action Plan”) was developed with community partners to best serve elementary and middle schools in Carson City, Douglas, Lyon and Storey counties.

Agenda Action: For Information Only

Time Requested: 15 minutes

Proposed Motion

N/A

Previous Action

On May 12, 2021, the Carson City RTC approved a Cooperative Agreement with the Nevada Department of Transportation to fund the WN-SRTS program from July 1, 2021 to September 30, 2023 in the amount of \$626,595.90.

Background/Issues & Analysis

The Action Plan outlines the Mission, Strategies, Goals, and quantifiable Performance Measures of the WN-SRTS Program.

Mission: The Action Plan aims to empower schools and communities to develop an SRTS program which best meets local needs and hold workshops and trainings to provide information, resources, and tools for that program to be successful. Best practices and strategies were used, and will continue to be used, to develop and implement this plan over the next two years to increase safety around schools.

Strategies: The Action Plan’s strategies are centered around the 6 “E’s” identified by the Safe Routes to School National Partnership: Engagement, Encouragement, Education, Engineering, Evaluation/Planning, and Equity

Goals: The Action Plan outlines three goals animating how WN-SRTS strategies and program plans are designed and implemented: 1) Build a network of Champions and other community partners to grow the WN-SRTS program; 2) Utilize national best practices and data-driven decision making to improve the program; and 3) Track benchmarks and other performance measures to evaluate the WN-SRTS program.

Performance Measures: The Action Plan identifies specific, quantifiable outcomes for data collection to track and evaluate the progress of the WN-SRTS program.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Supporting Material

-Exhibit-1: 2021-2023 WN-SRTS Action Plan



Carson City Public Works Department



WESTERN NEVADA SAFE ROUTES TO SCHOOL ACTION PLAN



July 2021 to September 2023

CARSON CITY, DOUGLAS, LYON, & STOREY COUNTIES



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INTRODUCTION & MISSION

The mission of the Western Nevada Safe Routes to School (WN-SRTS) program is to improve safety and well-being of students, families, and school staff/faculty traveling to/from school by foot, bicycle, and other active modes of transportation. This plan was developed with community partners to best serve elementary and middle schools in the western Nevada region of Carson City, Douglas, Lyon, and Storey counties. The Action Plan aims to empower schools and communities to develop an SRTS program which best meets local needs; and by the same token, hold workshops and trainings to provide information, resources, and tools to be successful. Best practices and strategies were used and continue to be used to develop and implement this plan over the next two years to increase safety around schools.

Mission → Strategies → Goals → Performance Measures →



Western Nevada Safe Routes to School Service Area



STRATEGIES

The Western Nevada Safe Routes to School (WN-SRTS) program focuses on a combination of six (6) strategies from the Safe Routes to School National Partnership to improve safety and to encourage more students walking and bicycling to school. These strategies are known as the 6 “E’s”. WN-SRTS is working closely with the school districts, teachers, crossing guards and law enforcement to support safety Education and Engagement strategies. Additionally, we work with Advocacy Groups like Muscle Powered, the Carson City Bicycle and Pedestrian Advisory Committee (CCBPAC), SRTS Champions, and City Departments to support Encouragement/Empowerment, Evaluation/Planning, and Engineering strategies. This Two-Year Plan encourages the following actionable strategies which are integrated into our program plans:

The SRTS 6 “E’s”

Engagement	Listening to students, families, teachers, school leaders and community organizations to build intentional engagement opportunities into the program structure.
Encouragement/ Empowerment	Community involvement through outreach, events, and activities.
Education	Teaching safety skills and informing about roadway rules, rights, and responsibilities.
Engineering	Designing and building physical infrastructure improvements for safety.
Evaluation/ Planning	Monitoring efforts of strategies and performance measures of the Safe Routes to School program mission.
Equity	Utilizing all 5 strategies in concert to reach Equity and meet the program’s mission. Equal access to safety and transportation information for all students regardless of race, ethnicity, or income.

Mission → **Strategies** → Goals → Performance Measures →

STRATEGIES (continued)

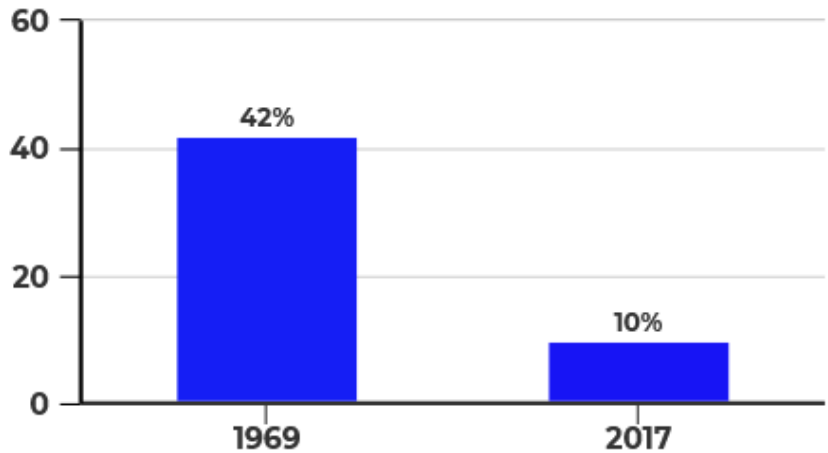


NATIONALLY

the percentage of youth who walk or bike to school has dramatically decreased from 42% in 1969 to only 10% in 2017.

<https://nextcity.org/daily/entry/why-and-how-kids-should-walk-or-bike-to-school>. O'Keefe, Bonnie. August 27, 2019.

Percentage of Students Walking to School

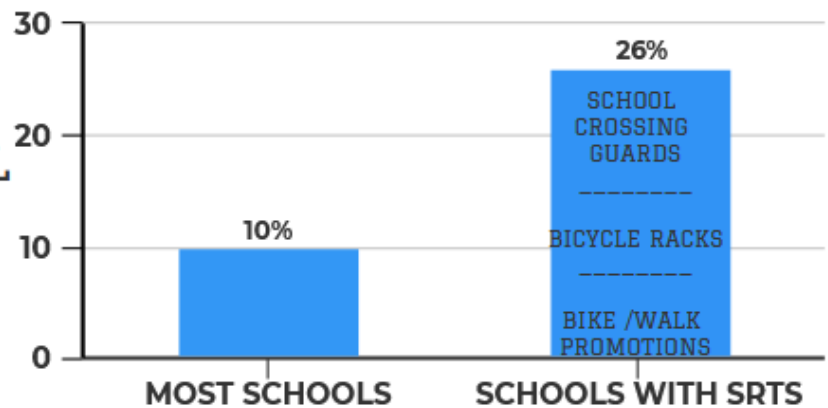


SAFE ROUTES TO SCHOOL

programs have been associated with higher rates of walking and biking, and lower rates of child injury.

<https://nextcity.org/daily/entry/why-and-how-kids-should-walk-or-bike-to-school>. O'Keefe, Bonnie. August 27, 2019.

School Factors Affect Percentage of Students Who Walk or Bike to School



Everett Jones S, Sliwa S. School Factors Associated With the Percentage of Students Who Walk or Bike to School, School Health Policies and Practices Study, 2014. Prev Chronic Dis 2016;13:150573. DOI: <http://dx.doi.org/10.5888/pcd13.150573>external icon.

Mission → Strategies → Goals → Performance Measures →

STRATEGIES (continued)



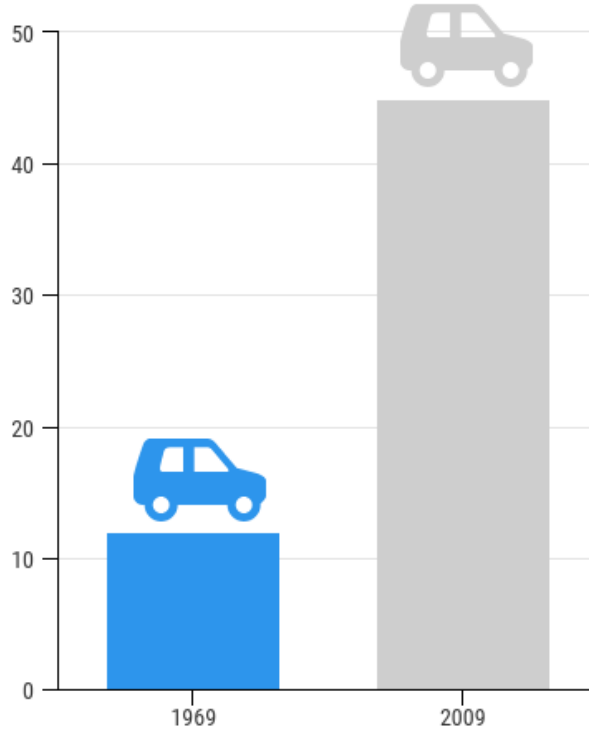
Academic performance is enhanced following physical activity



Walking 1 mile takes 20 minutes



Bicycling 1 mile takes 6 minutes



Vehicle

From 1969 to 2009, the percent of children being driven to/from school has tripled.



School Bus

School bus ridership has remained the same between 1969 and 2009

Source: Data is from the Safe Routes to School National Partnership
Graphics created using Venngage

Mission → **Strategies** → Goals → Performance Measures →



GOALS

Western Nevada Safe Routes to School (WN-SRTS) program evaluates our strategies and program plans to make sure they are appropriate and satisfactory for each county and school. Furthermore, quarterly and annually we review our performance measures to ensure our resources are being used efficiently.

Bridging the intersections of WN-SRTS strategies and program plans are the following goals:

- ✓ **GOAL 1:** Building a coalition of Champions, community partners and advocates to grow the program
- ✓ **GOAL 2:** Utilizing nationwide best practices and data to drive our decisions to improve safety on our streets and roads near schools
- ✓ **GOAL 3:** Measuring the successes of our comprehensive approach by tracking benchmarks of performance measures

Mission → Strategies → **Goals** → Performance Measures →

PROGRAM PLANS

(Detailed WN-SRTS Action Plan Matrix for Program Plans is on Page 12)

From 2021 to 2023, our focus is on improving safety within the walk zone^a of schools, and widening the variety of Safe Routes projects^b to the following:

Expand and Develop the Champions Program. Champions serve as a liaison to enhance the Safe Routes to School Program at their respective counties/schools. Champions are responsible for leading Safe Routes efforts at their school, including recruiting a support team of parents and students, school administration, and other stakeholders to plan and help with activities like walking school buses and bike trains; documenting known safety problems around the school and parental concerns; and recommending needed safety improvements.

Coordinate WN-SRTS Achievement Level Program Agreements with partner schools in Carson City, Lyon, Douglas and Storey Counties. The WN-SRTS Achievement Level Program allows schools to choose their own level of involvement in the walking and bicycling program and rewards schools for greater participation. The WN-SRTS Achievement Level Program is detailed on page 15.

Celebrate Walk to School Day, Bike to School Day, and Nevada Moves Day. Annually, each of these events will occur on their respective days to encourage students and families to walk and bike together.

Support Physical Education Teachers and Coordinate Community Education Events to bring bicycle and pedestrian education to a wider scope of students in grades 3-5th. WN-SRTS Champions will partner with Muscle Powered or local Certified Bicycle Instructors to teach bicycle repair, maintenance, or to practice bicycle riding skills.

Mission → Strategies → **Goals** → Performance Measures →

a) A school walk zone is defined by the enrollment boundary and is not served by bus unless the school district has made an exception. Thereby, students residing in the walk zone are required to travel by another mode such as drive, walk, bike, etc. to school. Walk zones vary by the county.

b) Strategies of the Nevada DOT Statewide Bicycle Plan have incorporated into this plan are:

- ✓ *Strategy 1E:* NDOT to work with health advocates and agencies in promoting bicycling as part of a healthy lifestyle for children and adults, including SRTS and special events.
- ✓ *Strategy 4A:* NDOT, in partnership with other state, local, and private sector organizations, will provide bicycle training for youth and adult bicyclists.

Safe Routes to School National Partnership. (Oct. 2018). Benefits of Safe Routes to School.

<https://www.saferoutespartnership.org/safe-routes-school/101/benefits>

Nevada Department of Transportation. (Feb. 2013). Nevada Statewide Bicycle Plan (Strategy 1E and 4A.).

PROGRAM PLANS (continued)

Develop Safe Routes to School Master Plans to provide technical assistance to schools to improve travel safety and create WalkBike route maps; prioritize and engineer safety infrastructure improvements to enhance security for all road users. With the current capacity of the Western Nevada Safe Routes to School program, this plan is to be offered to a limited number of schools per school year. With the ultimate goal of expanding in future program years.

Coordinate with Law Enforcement & Crossing Guard Programs for safety support and community outreach. Crossing guards serve as a guardian to protect children on their way to and from school and remind motorists of the presence of people walking. WN-SRTS plans to provide continued crossing guard training and support to establish uniform training guidelines and equip crossing guards with the necessary tools and information to perform their job efficiently and safely. WN-SRTS will continue to work with law enforcement to develop safety campaigns encouraging motorists to drive respectfully.



Mission → Strategies → **Goals** → Performance Measures →

PERFORMANCE MEASURES



Mission → Strategies → Goals → **Performance Measures** →

PERFORMANCE MEASURES

ACTION PLAN MATRIX: SEPTEMBER 2021 TO SEPTEMBER 2023

This matrix provides specific action items to achieve the mission of the Western Nevada Safe Routes to School program. Each action item will be measured quarterly to track progress in the two-year cycle.

ENGAGEMENT/ENCOURAGEMENT/EMPOWERMENT

Strategy Type	Task #	Description	Measurable Outcome
ENGAGEMENT/ ENCOURAGEMENT/ EMPOWERMENT	1	Interview,hire, train new WN-SRTS Champions	# WN-SRTS Champions
	2	Establish Safe Routes to School Achievement Level Program at schools in Carson City, Douglas, Lyon and Storey Counties	# Schools participating
	3	Continue to work with partners such as Carson City Sherriff's Office & NDOT on National Safety Education Campaigns	# Safety events
	4	Build, establish and advertise a WN-SRTS Webpage	# WN-SRTS website visitors

Mission → Strategies → Goals → **Performance Measures** →

EDUCATION/ EQUITY

Strategy Type	Task #	Description	Measurable Outcome
EDUCATION/EQUITY	5	Coordinate Events at schools and in the community such as bike maintenance, bike riding, and safety classes	# School events # Students participating
	6	Launch Countywide Proclamations	# Proclamations
	7	Distribute materials and incentives to schools, based on Safe Routes to School Achievement Level Program	# Schools participating
	8	Continue Bike Helmet program	# Bike helmets fitted

Mission → Strategies → Goals → Performance Measures →

EVALUATION/ PLANNING/ENGINEERING

Strategy Type	Task #	Description	Measurable Outcome
EVALUATION/ PLANNING/ ENGINEERING	9	Develop Safe Routes to School Master Plans for Douglas and Lyon counties using Carson City Safe Routes to School Master Plan as a precedent	# SRTS Master Plans
	10	Continue to inventory, update and manage school infrastructure assets such as school zone signs, beacons, speed feedback signs, sidewalks, curb ramps, crosswalks, crossing guards, lighting, bicycle facilities, school bike racks, walkers & bicyclists counts & traffic safety hotspots	# School zone infrastructure assets/ updates
	11	Travel Tallies	# Travel Tallies

Mission → Strategies → Goals → Performance Measures →

Safe Routes to School

Achievement Level Program



The Western Nevada Safe Routes to School (WN-SRTS) Achievement Level Program recognizes individual school efforts to improve and promote safe walking and bicycling. The program can also be a roadmap and assessment tool. Schools can plot out steps to move their school forward and can annually assess their achievements.

FIRST STEP	SILVER	PLATINUM
<p>THE ACTION:</p> <ol style="list-style-type: none"> 1. Complete a WN-SRTS school partnership form. 2. Identify a WN-SRTS school champion (contact person). 3. Hold one walking/ bicycling safety education activity a year (e.g. assembly, lesson plans, bike rodeo). 4. Post a walking/bicycling safety tip on school website, parent newsletter or in highly visible location for parents. 5. Complete and remit the WN-SRTS annual survey form. <p>THE INCENTIVE: WN-SRTS Resources & Incentives</p>	<p>THE ACTION:</p> <ol style="list-style-type: none"> 1. Meet the Bronze Requirements. 2. Hold a second walking/bicycling educational activity. 3. Participate in a second walking/bicycling encouragement event. 4. Administer surveys once per year and return a minimum of 100 WN-SRTS Parent Surveys in even years 10 WN-SRTS Student Tally sheets in odd years <p>THE INCENTIVE: Window Decal for entry doors or office. Silver logo for digital/printed material. Variety of premium NV Moves Day, Bike to School Day and/ or Walk to School Day incentives, such as T-shirts, zipper pulls and slap bracelets.</p>	<p>THE ACTION:</p> <ol style="list-style-type: none"> 1. Meet the Gold requirements. 2. Start or continue a WN-SRTS parent or school reward system. 3. Start or continue a student or parent safety club/committee. 4. Include students in WN-SRTS program planning OR share successes and lessons learned at the local and/or national level. 5. Administer surveys once per year and return a minimum of: 200 WN-SRTS Parent Surveys in even years 15 WN-SRTS Student Tally sheets in odd years
<p>BRONZE</p> <p>THE ACTION:</p> <ol style="list-style-type: none"> 1. Meet the first step requirements. 2. Work with WN-SRTS to draft a walking/ biking to school Action Plan. 3. Communicate the school WN-SRTS Action Plan to the community (e.g. newsletters, parent-teacher conferences, open houses, website, peaches, etc.). 4. Participate on one encouragement event annually (e.g. Nevada Moves Day, Walk to School Day, Bike to School Day). <p>THE INCENTIVE: Window Decal for entry doors or office. Bronze logo for digital/printed material. WN-SRTS Resources & Incentives for events.</p>	<p>GOLD</p> <p>THE ACTION:</p> <ol style="list-style-type: none"> 1. Meet the Silver requirements. 2. Start or continue a weekly walking/bicycling program. 3. Update school website with safety message quarterly. 4. Annually update the WN-SRTS Action Plan and remit a copy to WN-SRTS. 5. Communicate regularly with the school community about WN-SRTS efforts. 6. Administer surveys once per year and return a minimum of 150 WN-SRTS Parent Surveys in even years 12 WN-SRTS Student Tally sheets in odd years <p>THE INCENTIVE: Window Decal for entry doors or office. \$50 of incentives for the walking/biking program and 5 adult t-shirts. Technical assistance from the WN-SRTS staff. Recognition on your school website banner and social media.</p>	<p>THE INCENTIVE: Window decal for entry doors or office. Platinum logo for digital/printed material. A WN-SRTS banner with a dated decal. Variety of premium NV Moves Day, Bike to School Day and Walk to School Day incentives. \$100 of incentives for the walking/biking program and five adult WN-SRTS t-shirts. Technical assistance from WN-SRTS staff. In addition to Gold recognition incentives, local media and other recognition opportunities.</p>

QUICK HISTORY

Nevada Safe Routes to School at a Glance

- Pre-2000** Safe Routes to School (SRTS) started in United States in the 1990's as active projects in a few cities and one state, Florida.
- 2005** Safe Routes to School programmatic funding approved by Congress in all 50 states and the District of Columbia; the SAFETEA-LU (Safe, Accountable, Flexible Efficient Transportation Equity Act – A Legacy for Users) provided more than \$1 billion in funding for school infrastructure improvements and programming.
- 2005** Nevada Department of Transportation (NDOT) created the Statewide SRTS program through the SAFETEA-LU grant.
- 2006** SRTS National Center was created. As a product, they developed a nation-wide, centralized data collection and reporting system to understand and evaluate walking and bicycling to school.
- 2010** Nevada Moves Day started as a statewide event by NDOT to celebrate how much fun walking and biking can be.
- 2012** SRTS programming funded through a new Federal transportation bill, MAP-21 in combination with Walking and Biking.
- 2013** NDOT produced a transportation plan identifying SRTS as a strategy for increasing statewide support for bicycling.
- 2015** Continuation of SRTS, Walking and Biking funding provided through the FAST Act (Fixing America's Surface Transportation Act). The State of Nevada, Department of Transportation funds SRTS through the Surface Transportation Block Grant (STBG) program.
- 2017** Western Nevada SRTS program changed department, from Carson City Health & Human Services to Carson City Public Works Transportation Division.
- 2018** Western Nevada SRTS creates a Two-Year Action Plan.
- 2020** SRTS changes one of the 6 "E's" from 'Enforcement' to 'Engagement'.
- 2020** Carson City Safe Routes to School Master Plan is supported by RTC and incorporated into CAMPO's 2050 Regional Transportation Plan.



STAFF REPORT

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

Meeting Date: July 14, 2021

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 20300333 with LSC Transportation Consultants, Inc. (“LSC”), to provide a preliminary feasibility study for a Downtown Transit Center for Jump Around Carson (“JAC”) for a not to exceed amount of \$60,000.

Staff Summary: The JAC bus system currently provides a centralized transfer hub on N. Plaza Street between Washington Street and Robinson Street that allows riders to transfer between JAC routes and other regional and statewide bus transit providers. The preliminary feasibility study will evaluate potential locations for a Downtown Transit Center, identify long-term funding needs, and provide further planning documentation that may be necessary to apply for competitive federal grant funds.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the contract as presented.

Background/Issues & Analysis

The JAC Transit Development and Coordinated Human Service Plan identifies the need for a Downtown Transit Center to address current deficiencies with JAC’s existing transfer station on N. Plaza Street. The deficiencies are noted in Chapter 8 *Capital Alternatives* of the plan, available here:

<https://www.carson.org/home/showpublisheddocument?id=68984>

The proposed Downtown Transit Center is supported by the Carson Area Metropolitan Planning Organization’s 2050 Regional Transportation Plan, which identifies the transit center as a short-term (2020-2030) unfunded project. This plan can be found here:

<https://www.carson.org/home/showpublisheddocument/74094/637462257582430000>

RTC authorized staff to pursue this contract, with a not to exceed amount of \$70,000, at the March 10, 2021 RTC meeting. A formal Request for Qualifications was published in the Reno Gazette Journal and posted through Carson City’s website (NGEM) on April 7, 2021. Two proposals were received. The Review and Selection Committee selected LSC as the most qualified firm and recommends a contract with LSC for the project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b), 625.530(3)

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project P302621001;
Transit fund, Professional Services account / 2253026-500309

Is it currently budgeted? Yes No

If approved, the Transit fund, Professional Services account will be reduced by an amount not to exceed \$60,000. This project is funded at 50% federal share with existing Federal Transit Administration grants. The 50% required local match of \$30,000 is available within the Transit fund as carry forward from the Fiscal Year 2021 General Fund transfer into the Transit fund. The current available budget for this project is \$70,000.

Alternatives

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

Supporting Material

-Exhibit 1: 20300333 Draft Contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

THIS CONTRACT is made and entered into this 14th day of July 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and LSC Transportation Consultants, 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) (does not involve X) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300333** (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, all required documents are received and signed by all parties.

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. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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 three (3) 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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 consultant 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

(b) An additional accurate record showing, for each worker employed by the consultant 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

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 The term of this Contract begins on July 15, 2021, subject to Regional Transportation Commission approval (anticipated to be July 14, 2021) and ends on March 31, 2022, 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 Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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

Gordon Shaw, Principal
LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
Tahoe City, CA 96145
530-583-4053
gordonshaw@lsctahoe.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Thousand Dollars and 00/100 (\$60,000.00), 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

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CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, 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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as 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.

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11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

13.8 **Certificate Holder:** Each 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 **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$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, **CONSULTANT** 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

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cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** 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:** **CONSULTANT** 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 **CONSULTANT**.

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

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the 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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, 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:

CONSULTANT 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 additional 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.

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant 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 Consultant 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 Consultant 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 **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** 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 **CONSULTANT** 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, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT'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 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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

13.23.3 **CONSULTANT** 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 Consultant pursuant to this Contract. Consultant 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

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

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** 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 after approval by the Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300333
Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, 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: Carol Akers
Purchasing & Contracts Administrator

Project: P302621001
Account: 2253026-500309

By: _____

Dated _____

PROJECT CONTACT PERSON:

Dirk Goering, Project Manager
Telephone: 775-283-7431

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

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: Gordon Shaw

TITLE: Principal

FIRM: LSC Transportation Consultants, Inc.

CARSON CITY BUSINESS LICENSE #: BL-000899-2020

Address: 2690 Lake Forest Road, Suite C

City: Tahoe City **State:** NV **Zip Code:** 96145

Telephone: 530-583-4053

E-mail Address: gordonshawn@lsctahoe.com

(Signature of Consultant)

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. 20300333

Title: JAC Preliminary Feasibility Study for a Downtown Transit Center

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 14, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300333**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 14th day of July 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 14th day of July 2021.



LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C

P.O. Box 5875

Tahoe City, CA 96145

530-583-4053 • FAX: 530-583-5966

info@lsctahoe.com • www.lsctrans.com

April 30, 2021

Carol Akers, Purchasing and Contracts Administrator
Carson City Executive Department – Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

RE: Proposal to Prepare the Jump Around Carson Preliminary Feasibility Study for a Downtown Transit Center

Dear Ms. Akers:

With this letter and attached proposal, LSC Transportation Consultants, Inc. of Tahoe City, California is proud to present our qualifications to prepare the Jump Around Carson Preliminary Feasibility Study for a Downtown Transit Center (Transit Center Study). For this work, LSC Transportation Consultants, Inc. have put together a highly qualified Study Team that can prepare the Transit Center Study efficiently, on time, and with careful consideration.

LSC has a strong understanding of the Jump Around Carson (JAC) transit system, having recently completed the 2019 Transit Development and Coordinated Human Services Plan (2019 TDCP). With a solid working relationship with Carson City’s Public Works Department, as well as detailed background knowledge of the recently adopted 2019 TDCP, our Study Team is very excited with the opportunity to continue working towards a new Downtown Transit Center for Carson City. We also have extensive experience with siting an functional design of public transit centers, including work in the following communities:

- Clearlake, California
- Grass Valley, California
- Tahoe City, California
- Truckee, California
- Sutter Hill, California
- San Luis Obispo, California
- Napa, California
- Oroville, California
- Paradise, California
- Park City, Utah
- Ogden, Utah
- Vail, Colorado

We are eager to work with the Carson City Public Works Department and JAC staff and look forward to your response to this proposal. We would be happy to provide additional information regarding our past work and qualifications, or to make a formal presentation to your selection committee, at your discretion. Thank you for the opportunity to present our proposal.

Respectfully Submitted,
LSC Transportation Consultants, Inc.

Gordon Shaw, PE, AICP, Principal in Charge



**Proposal to Prepare the
Jump Around Carson Preliminary Feasibility
Study for a Downtown Transit Center
RFQ 20300333**

**Prepared for
Carson City Public
Works Department**



Proposal To Prepare the Jump Around Carson Preliminary Feasibility Study for a Downtown Transit Center

PREPARED FOR

Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

PREPARED BY

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Ste. C
P.O. Box 5875
Tahoe City, California 96145
530-583-4053



April 30, 2021

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Section 1: PROJECT UNDERSTANDING

Transit centers are key elements of a successful public transit service, for the following reasons:

- To the passenger, the facility is a crucial link in the overall transit trip and optimally should provide easy access, comfort and protection from the elements, a sense of security, pleasant surroundings, and a clear view of the approaching bus.
- To the public, passenger facilities are essential in forming the public perception of the transit program, they are visible “on the street,” and part of the community 24/7. Inadequate transit facilities can result in traffic or safety issues. Additionally, a seamless transition between bicycling, walking and boarding/alighting the bus through the provision of bicycle and pedestrian facilities will increase the attractiveness of the public transit service.
- To the service provider, facilities can make the boarding and alighting process safer in terms of traffic and passenger safety, and more efficient by providing parking for a large number of buses at one time, thereby reducing delays.



Having completed the 2019 Jump Around Carson (JAC) Transit Development and Coordinated Human Services Plan (TDCP), LSC Transportation Consultants understands the need for a centralized Downtown Transit Center. With a projected 10 percent population growth to over 62,000 people by 2040 and a historical year over year rise in JAC ridership (prior to the pandemic), capital investments such as a Transit Center will continue to support the future expanding services of JAC. The TDCP, moreover, identified the importance of the downtown Transit Center as a key element of an effective service plan for Carson City.

JAC’s existing transfer point at North Plaza Street between East Robinson Street and East Washington Street is a key location within the overall transit network. While it has served the transit system’s current services for quite some time, there are substantial deficiencies at this key stop, including:

- Amenities are limited to two small bus stops with limited seating areas.
- There are no off-street bus pull-outs or large-scale shelters for off street, covered passenger boarding/off boarding.
- It is located just outside of a large federal office building which makes for an inefficient shared land use.
- The location is a few blocks east of North Carson Street, reducing the visibility. This is a detriment both to the public’s awareness of the transit system, as well as the safety (or perception of safety) of passengers and transit staff. As it is on a cul-de-sac, moreover, it is relatively difficult for law enforcement to keep an eye on the facility.

The Preliminary Feasibility Study for a Downtown Transit Center (Transit Center Study) provides an opportunity to address these deficiencies, resulting in a modern efficient transit facility that enhances the overall transit system. In developing the Transit Center Study, the Study Team will address the following questions:

- What size facility will address the needs of the program, while still making efficient use of limited resources?
- What is the best location for a new facility, given factors such as impact on transit operations, neighborhood compatibility, proximity to services, and public safety?
- What is an appropriate site plan for the facility, given parcel configuration, access and parking lot configuration, operational requirements, and local building and zoning requirements?
- Would off-site improvements be required as part of the project, such as turn lanes on adjacent roadways?
- What are the capital and ongoing operational cost implications of the project, including the potential to eliminate existing costs? How should development of a new facility be funded?
- What steps should be taken in the development of the new facility, and what should be the responsibilities of various local, state, and federal organizations?

As a whole, the upcoming study will identify a transfer location plan that is appropriate for Carson City and will further the long-term success of the public transit program that serves the community.

Section 2: PROJECT APPROACH

LSC Transportation Consultants, Inc. proposes the following specific approach to the Transit Center Study based on our interpretation of the RFP, the needs of the JAC, and successful experience on similar projects in other areas. The team will work closely with the Carson City Public Works to complete all proposed study tasks called for in the RFP.

Task 1.0 – Project Kick-Off and Coordination

The overall purpose of this task is to establish the final project approach, schedule, and existing conditions for transit services in Carson City. Once a refined scope is established, it will be important review existing plans and documents relating to transit planning in the area and conduct a thorough evaluation of the current operations and management the transit system.

Task 1.1 – Project Kick Off: The first subtask will be to establish the communication links and information processes that are necessary to the success of the study. The Study Team will develop and provide to the Carson City Public Works (City staff) and JAC staff a list of desired data items. An initial “kick-off” meeting will be held between the Study Team, City staff and others at the City’s direction. This meeting will have a number of goals, including the following:

- Review of the scope of the study and identify study issues.
- Review data list to identify any missing items and to decide a course of action to collect or develop additional data.
- Initial discussion of the factors to be considered as part of the study, as well as potential sites.

- Finalize the work program to best address the issues identified, and to best address the additional data needs.

Task 1.1 – Project Coordination: The Consultant team will hold monthly project team meetings with City and JAC staff via teleconference to discuss the project status and deliverables. Monthly invoicing will also be provided with a summary of the month’s tasks completed.

Deliverables:

- ✓ Kickoff meeting minutes and a specific refined work scope and schedule will be developed based upon the input received at the meeting.
- ✓ Monthly invoicing and project status summaries.

Task 2.0 – Needs and Compatibility Assessment

Task 2.1 – Staff Interviews: LSC will create a list of relevant questions for either telephone or email interviews with JAC employees. This will include scheduled calls with current drivers, operational staff, as well as management.

Task 2.2 – Existing Conditions: The next step is to review existing conditions and needs for the Downtown Transit Center, so that the most appropriate site and characteristics are chosen. This task will include a review of existing transit planning documents, including but not limited to the following (as available): the JAC Transit Development and Coordinated Human Services Plan (2019 JAC TDCP), existing operations and ridership on JAC services, fleet inventory and specification, basic demographic forecasts (as a basis for forecasts of future transit service needs), traffic volumes, and local zoning and building codes. The data collected will be summarized in a series of tables and text and will be included as a section of the first *Technical Memorandum (Tech Memo)*.

Task 2.3 – Transit Center Program Needs and Requirements: A crucial step in the development of an appropriate Transit Center Study is the identification of existing and future facility requirements. It is vital on one hand that the facility accommodate the planned functions of the facility (and provide for expected growth) while on the other hand avoiding costly unnecessary facility capacity, as costs can have a substantial impact (either positive or negative) on long-term financial conditions.

Based upon the review of existing planning documents, forecasts of demographic trends, and future transit service improvements as well as one-on-one discussions with local staff (both during the first on-site meeting and through subsequent remote communication), we will review the following potential needs for the transfer hub for both existing and future conditions:

- Maximum potential passenger usage.
- Maximum potential bus usage.
- ADA accessibility.
- Vehicular circulation.
- Pedestrian/bicycle circulation.
- Passenger amenities such as benches, transit information, bicycle parking, trash receptacles.
- Driver amenities such as a break room/restroom.
- Security facilities.
- Passenger vehicle parking and the potential for park-and-ride and ridesharing opportunities.
- Appropriate landscaping.
- Green building concepts.

These estimates and functional relationships can then be used to develop a “generic” layout for the transfer center as a whole, and to identify land requirements. After completing the review of transfer center needs and requirements, these findings will be included in *Tech Memo 1*.

Task 2.4 – Evaluate Existing/Potential Routes and Ridership: LSC will review our 2019 JAC TDCP recommendations by evaluating which alternatives have been implemented to date. A further analysis as to how these routes are currently performing, as well as ways in which they may be improved by the construction of a Downtown Transit Center will be considered as well. Potential routes recommendations that have not been implemented will be reviewed in context to a new Downtown Transit Center. Using data gathered in the 2019 TDCP with ridership data from Fiscal Year (FY) 2019-20 and FY 2020-21, an evaluation of route ridership to date will be included in under this task.

Task 2.5 – Develop List of Potential Locations: Armed with the needs of the new transfer center, as well as current route performance, LSC will conduct an analysis of potential alternative locations. City and JAC staff will be the first step in identifying potential site options. A list of appropriate factors that will be considered as part of the site analysis will then be developed. This may include the following:

- Availability of adequate parcel size.
- Estimated land acquisition cost.
- Impact on LTA operating costs – Based on current and planned future operations, we will identify the amount of “deadhead” travel required for each site. Operational issues, such as the need for administrative travel between functions, will also be assessed. Cost estimates will then be made regarding the deadhead costs for each site.
- Zoning classification.
- Availability of adequate utilities.
- Adequacy of drainage.
- Environmental impact associated with development of each site – a preliminary traffic assessment will be conducted to ensure that the facility traffic can be accommodated on adjacent streets and that vehicles can access adjacent streets safely and efficiently. In addition, the potential for conflict with adjacent land uses (particularly residential) will be assessed.
- Impact of these factors on facility construction and maintenance costs.

These findings will be summarized in a series of advantages and disadvantages for each site. If deemed necessary in the decision process, a ranking process will also be conducted. Each factor will be assigned a “weight” based upon its relative importance in the decision process. For each site, a value (such as 1=low to 5=high) will be identified for each factor. When these values are multiplied by the weight and summed over all factors, a total “score” can be identified for each potential site and used to rank the sites in order to determine a preferred facility location.

Deliverables:

- ✓ Task 2 findings to be included in *Tech Memo 1*. This will include Staff Interviews, Existing Conditions, Transit Center Needs and Requirements, Route and Ridership Analysis, and a List of Potential Locations.

Task 3.0 – Public Outreach

Task 3.1 – Online Community Survey: An online community survey will be developed in coordination with City staff. Questions will aim to engage both current JAC passengers as well as the community at large. As a part of this task, LSC will build upon their previously formed Stakeholders List from the 2019 JAC TDCP. The online survey may also be translated in Spanish if requested. The online survey will be posted when *Tech Memo 1* is completed and will include an opportunity for input and feedback on the potential sites identified.

Task 3.2 – On-Site Planning Charrette: LSC proposed that the most effective way of creating a participatory environment is through an “On-Site Planning Charrette”. Due to COVID-19 restrictions, we propose an outside day-time event at the existing transfer center. Using proper distancing techniques, participants will be asked to engage with large maps showing potential areas for a Downtown Transit Center. They will also be asked to “vote” with stickers for other Transit Center amenities such as a restroom, bicycle racks, refreshments etc.

Deliverables:

- ✓ An online community survey in English and Spanish.
- ✓ An On-Site Planning Charrette.
- ✓ Advertising and marketing materials to raise awareness regarding the two public outreach input opportunities.
- ✓ A summary of the online community survey and the planning charrette will be included in *Tech Memo 2*.

Task 4.0 – Preliminary Site Assessment

Task 4.1 – Perform Strengths, Weakness, Opportunities, and Threats (SWOT) Analysis: A SWOT Analysis will be performed on each of the potential sites identified under *Tech Memo 1*. **Strengths** and **Weaknesses** will focus on the availability of the site, impact on transit/traffic opportunities, impact on access to nearby transit destinations, constructability factors such as onsite utilities and impacts on downtown parking counts. **Opportunities** will consider how the transit center site helps to achieve other downtown area goals and development strategies and the ability to include other goals such as public art. **Threats** will consider potential issues with adjacent landowners or other community concerns. A discussion of the SWOT findings for each of the sites will be prepared.

Task 4.2 – Perform a Cost Benefit Assessment on Potential Transit Center Sites: LSC will first develop initial site plans for each of the sites that accommodates the proposed program, to the degree needed to define construction quantities. Planning-level cost estimates for each site will then be prepared using appropriate recent local unit costs and considering construction costs, utility relocation costs, mobilization, traffic control, etc. Benefits will be quantified using Federal Benefit-Cost Analysis methodologies. In addition, non-quantifiable benefits (such as improvements to the downtown streetscape) will be discussed.

Task 4.3 – Develop a Method to Rank Proposed Locations: With all previous tasks in mind, a method to ranking proposed locations will be determined. Specifically, a weighted scoring process will be developed. A series of individual categories will be defined, such as impact on operating costs, impact on ridership experience, compatibility with adjacent land uses, etc. LSC will then work with City staff to define the appropriate “weight” to be given to each factor, such as on a score of 1 to 5. On a technical basis, each site will be scored in each category. Multiplying each score by the appropriate weight and summing over all categories will yield a total weighted score that can be used to rank the locations. We have found that this process of quantifying the ranking process

in a transparent manner is useful in gaining buy-in on our ultimate recommendations. A summary of each locations' ranking will be provided under *Tech Memo 2*.

Deliverables:

- ✓ *Tech Memo 2* will be developed to include community input from Task 3 and site assessment factors from Task 4.

TASK 5.0 – Conceptual Development Plan

Task 5.1 – Develop Conceptual Site Plan: A conceptual site plan will be developed for the preferred location identified in Tech Memo 2. This site plan will reflect the following:

- Roadway and transit center vehicular design parameters
- Americans with Disabilities Act requirements
- Carson City design and setback requirements
- Space requirements for passenger seating and waiting areas
- Other recommended program elements.

Up to three levels of site improvements will be developed. While these levels will be detailed through the course of the project, our initial levels of improvement are as follows:

- A minimum functional design level – Adequate to accommodate the functions of the project, but without climate controlled building areas, lower-grade pavement options (such as stamped concrete), minimal site amenities and landscaping, and standard manufactured shelters.
- A moderate design level, providing a higher level of amenities, landscaping and pavement options, a custom-designed bus shelter(s), but without a climate-controlled building.
- A high level design, with a high level of landscaping and amenities, along with a climate-controlled building.

Task 5.2 – Develop Cost Estimates and Actionable Timeline: Cost estimates will be prepared for the three levels of improvements on the selected site. In addition, a potential timeline will be developed considering permitting, final design, and engineering and construction.

Deliverable:

- ✓ *Tech Memo 3* will include a conceptual site plan, amenities for three budget scenarios, cost estimates, and a timeline for implementation.

Task 6.0 - Draft and Final Plan

Task 6.1 – Prepare Administrative Draft Plan: Using input received from the community, City Staff, and JAC Staff a Draft Downtown Transit Center Study will be developed. The Draft Downtown Transit Study will include Tech Memos 1, 2, and 3.

Task 6.2 Final Draft: After review of the Draft Downtown Transit Center Study, LSC will work with City staff to incorporate comments received into a Final Draft Plan Report.

Deliverable:

- ✓ Draft and Final Downtown Transit Center Study documents in Microsoft Word and Adobe PDF formats.

Section 3: PROJECT SCHEDULE

LSC is prepared to begin this study with a kick off meeting immediately upon approval and the signing of a contract in late June. The first *Tech Memo* will be completed in early August. The public outreach and second *Tech Memo* will be completed by mid-September. Tech Memo 3 will then be completed in late September. A *Draft Transit Center Study* will be delivered by the beginning of October, and after review and comment by the City and JAC staff, a *Final Draft Transit Center Study* will be prepared and delivered by end of October. The schedule proposed in Table 1 is based on completion of all tasks identified in the table and timely reviews by City staff. If, for any reason, local requirements dictate a different schedule for completion, we would be pleased to discuss these needs and make the necessary adjustments to our schedule.

Task		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
		June					July					August					September				October		
Task 1	Project Planning and Coordination																						
Task 1.1	Project Kick Off																						
Task 1.2	Project Coordination																						
Task 2	Needs and Compatibility Assessment																						
Task 2.1	Staff Interviews																						
Task 2.2	Existing Conditions																						
Task 2.3	Transit Center Program Needs and Requirements																						
Task 2.4	Evaluate Existing/Potential Routes and Ridership																						
Task 2.5	Develop List of Potential Locations																						
Task 3	Public Outreach																						
Task 3.1	Online Community Survey																						
Task 3.2	Planning Charrette																						
Task 4	Preliminary Site Assessment																						
Task 4.1	SWOT Analysis																						
Task 4.2	Cost Benefit Analysis																						
Task 4.3	Location Ranking																						
Task 5	Conceptual Development Plan																						
Task 5.1	Conceptual Site Plan																						
Task 5.2	Cost Estimate and Schedule																						
Task 6	Draft and Final Plan																						
Task 6.1	Prepare Administrative Draft Plan																						
Task 6.2	Final Draft																						
Deliverables																							
Monthly Meetings and Invoice Summaries																							
TM = Tech Memo, PO = Public Outreach, D = Draft Study, F = Final Study																							

Section 4: Firm Experience, Key Personnel, and Relevant Experience

FIRM EXPERIENCE



LSC Transportation Consultants, Inc. is the successor firm to Leigh, Scott, and Cleary, which was formed in 1975 to provide consulting services in all phases of transportation planning and traffic engineering. Its formation was in response to a perceived need for these services to be provided from a locally owned base in the American West, by competent and experienced engineers and planners, and at a reasonable cost to clients. From an initial office in Denver, Colorado, the firm has expanded to include offices in Tahoe City, California and Colorado Springs, Colorado.

The goal of the firm is to perform highly competent planning and engineering services within the transportation field. LSC Transportation Consultants, Inc. (LSC) provides services to governmental agencies, private organizations, and individuals in traffic engineering, traffic systems management, traffic signal systems, transportation systems planning, transit planning and operations, parking analysis and parking feasibility reports, parking facility and revenue control systems design, traffic impact studies, access planning and design, and bicycle-pedestrian circulation. The firm's strength lies in the broad range of experience of its senior and other professional staff. It specializes in transportation planning and engineering studies that require a timely, personal response by experienced professionals. The firm takes pride in being able to offer the sensitivity, flexibility, and innovative ability that small firms characteristically best provide.

The firm has wealth of knowledge in transit centers and facilities studies across the nation. LSC, and the specific LSC personnel proposed for this project, has extensive experience in transit planning for rural and small urban transit systems, having conducted more than 120 transit studies over the last ten years. Our team has developed site plans and programs for a variety of transit facilities in communities including:

- Sitka, Alaska
- Baker County, Florida
- Aspen, Colorado
- Avon, Colorado
- Maui, Hawaii
- Ketchum, Idaho
- Sweetwater, Wyoming
- Port Townsend, Washington
- Ogden, Utah
- Logan, Utah
- Park City, Utah
- Tahoe City, California
- Oroville, California
- San Luis Obispo, California
- Grass Valley, California
- Lake County, California
- Eureka, California
- City of Berlin, Vermont

KEY PERSONNEL

LSC will function in a complementary manner with local City staff to accomplish the Transit Center Study in a timely manner, responsive to locally formulated goals and objectives. Proposed members of the Consultant Team are introduced below, followed by detailed resumes are included under the Attachments section of this proposal.

Project Manager - Gordon Shaw, PE, AICP, Principal with LSC will serve as the Project Manager for the Transit Center Study effort. As the Project Manager of the recent JAC TDCP (2019), he will utilize his familiarity with the plan's previous alternative recommendations. He will be responsible for overall project management, schedule and budget control, and for substantial portions of the Study work program.

Project Planner - Justine Marmesh, AICP will assist with data collection, review of existing plans, and public outreach efforts. Since joining LSC in 2018, Justine has worked on multiple transit studies in California, as well as a Transit Operational Facility study in the Berlin, Vermont. Prior to joining LSC, she specialized in land use and environmental planning in the Bay Area and Tahoe City. Justine holds a BS degree in Society and Environment from the University of California at Berkeley with a Minor in Urban and Regional Planning.

Engineer – Bill Suen, EIT will prepare cost estimates, and will also be available if any traffic engineering issues (such as queue lengths or driver sight distance) need to be assessed. Mr. Suen conducted much of the Carson City Downtown Parking Study and has also worked on transit facility improvement plans for Teton County, Wyoming and Lake County, California.

RELEVANT EXPERIENCE

Lake County, California Transit Passenger Facilities Plan (2006 and 2019)

Lake County Transit, serving the cities and rural areas of Lake County, California, had no formal plan for passenger facilities. LSC Transportation Consultants, Inc. was retained in 2006 to develop a Passenger Facility Development Plan. The study was initiated by a review of local, California State and ADA standards, existing roadway and community plans as well as a public input process. A detailed inventory was conducted of all transit stops in Lake County including collection of GIS, geometric, transit ridership, traffic, and accident data. Recommended improvement standards specific to the County area were then developed and used to define a comprehensive program of stop improvements that included the location of pull-outs, shelters, benches, and other amenities.



In 2018 and 2019, LSC also assisted AECOM in preparing an update to the 2006 study. This update included a full update of the stop inventory, a prioritization of stop improvements, as well as detailed design for three key example site improvements.

References: John Speka, Senior Transportation Planner Lake Area Planning Council/Dow & Associates (707) 263-7799, speakaj@down-associates.com

San Luis Obispo Downtown Transit Center Study (2012)



The primary transfer point between San Luis Obispo Regional Transit Authority (providing regional transit services throughout San Luis Obispo) and the SLO Transit program (serving the City of San Luis Obispo) is currently a two-block stretch of Los Osos Street in downtown San Luis Obispo. There are a number of deficiencies of the current configuration, including accessibility limitations, operational problems and limited passenger amenities. Aware that this facility is limiting transit's potential in the region, the San Luis Obispo Council of Governments retained a team comprised of Dokken Engineering and LSC to conduct a study of alternatives to improve the downtown facility, either on the current site or a new site. The study report was used to identify short-term improvements to the existing transit center and remains the long-term goal for the region.

Reference: Geoff Straw, Executive Director - (805) 781-4465, gstraw@slorta.org

Vail Lionshead Transit Improvement Program (2009)

An efficient public transit system is essential to the day-to-day operation of Vail as both a community and as a resort. While growth in the Lionshead area of Vail is rapidly making it the center of visitor activity, the area was originally planned in the 1960's with only minimal bus stops and little room for expansion. To accommodate future growth and solve existing passenger and bus congestion issues, LSC Transportation Consultants, Inc. conducted transit planning and facility design studies for three specific activity centers within Lionshead. Our work included a review of current services, forecasting of future transit needs, development of facility lay-outs, and a definition of required passenger amenities.



Reference: Tom Kassmel, PE, Town Engineer - 970-479-2235, tkassmel@vailgov.com

Grass Valley Transit Center Site Selection and Preliminary Design Study (2007)



Grass Valley Transit Center, Nevada County Transportation Commission, Nevada City, California – Downtown Grass Valley serves as the hub of Nevada County as well as the hub of the Gold Country Stage public transit program. The growth of the transit program was constrained by the limitations of the existing transfer point, which consisted of a single bus shelter along a curb with space for only three buses. LSC evaluated eight potential sites for a Grass Valley Transit Center, developed a site program, and prepared preliminary plans. The potential sites were assessed with regard to land availability, traffic conditions, convenience to key transit destinations, impacts on transit operations, environmental impacts, and consistency with existing plans and regulations. Several concepts were next developed for the selected sites, and a preferred site plan identified. Along with the architectural expertise of WRNS Studios, Inc., LSC then developed recommendations and conceptual architectural plans for the site.

References: Mike Woodman, Executive Director - (530) 265-3202, mwoodman@nccn.net

Section 5: ATTACHMENTS

The following attachments are included with our proposal:

- LSC Personnel Resumes
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- Conflict of Interest Disclosure Form



Gordon Shaw, PE, AICP Principal

PROJECT EXPERIENCE

In his capacity as Principal with LSC, Gordon's duties range from large-scale urban and rural transit and transportation planning to site-specific, preliminary engineering design and traffic analysis. He has conducted over 300 transportation studies for both public and private clients, including traffic engineering studies, traffic model and simulation analyses, transit planning studies, parking analyses, transit facility designs, and bicycle/pedestrian studies. He generally serves as the Project Manager for studies conducted out of the office in Tahoe City, California. Recent example transit projects are presented below.

Education

Engineer's Degree in
Civil Engineering,
Stanford University

Master of Science,
Infrastructure Planning,
Stanford University

Bachelor of Science,
Civil Engineering,
Purdue University

Professional Registrations

Registered Professional
Engineer in California,
Colorado, Nevada, and
Utah

Professional Memberships

American Institute for
Certified Planners (AICP)

American Planning
Association (APA)

Institute of Transportation
Engineers (ITE)



[JAC Transit Development/Coordinated Human Services Plan \(2019\)](#) – Project Manager. The Carson City Regional Transportation Commission retained LSC to prepare a joint short- and long-range Transit Development and Coordinated Human Services Plan (TDCHSP) for the JAC public transit program and the CAMPO service area. As Project Manager, Gordon presented a series of public workshops and local stakeholder meetings to discuss existing resources in order to clearly identify areas of strength and weakness. Gordon then applied this collected knowledge to existing conditions data to develop service, capital, financial and institutional strategies.

[County and City of San Luis Obispo Short Range Transit Plan \(2016\)](#) – Project Manager. The resulting SRTP provided operational, capital and institutional plans, including an implementation plan. The SRTP plan was prepared jointly with the development of a parallel SRTP for the San Luis Obispo Regional Transit Authority (RTA) program, in order to identify means to best coordinate the two services. As Project Manager, Gordon developed recommended goals and objectives and provided a detailed financial plan for adoption.

[SolTrans Comprehensive Operational Analysis \(2018\)](#) - Project Manager. SolTrans contracted with LSC Transportation Consultants, Inc. to conduct a Comprehensive Operational Analysis of the local fixed route transit and general public Dial-A-Ride services in Vallejo and Benicia. As project manager, Gordon produced a draft plan that included new routes and revisions to improve service frequency. It also included a new provision of evening service as well as conversion of a low-performing route into a TNC subsidy program. The final COA was adopted in December 2018.

[Western Placer County Short Range Transit Plans \(2018\)](#) – Project Manager. Coordinated transit plans were prepared for all the public transit operators in the region including: Placer County Transit (PCT), Roseville Transit, Auburn Transit and the Western Placer Consolidated Transportation Services Agency. This work encompassed the following: extensive on-board data collection on all services, including boarding/alighting counts, passenger surveys and on-time observations; a comprehensive operational analysis of all routes and services; extensive public outreach efforts, a detailed evaluation of the potential role of Transportation Network Company service in the region; preparation of service, capital, marketing, financial and institutional plans for all transit organizations.



Justine Marmesh, AICP Transportation Planner

PROJECT EXPERIENCE

Justine Marmesh joined LSC in 2018. She is an AICP certified planner with over five years of experience in both land use, environmental, and transportation planning. Since joining LSC, she has assisted in various transit planning studies throughout California, focusing primarily on survey distribution, public outreach, and demographic and operational data analysis.

Education

Bachelor of Science in
U.S. Environmental
Policy and Management,

Minor in City and
Regional Planning,

University of California,
Berkeley

Professional Registrations

American Institute for
Certified Planners (AICP)



Green Mountain Transit Facilities Plan (2020) – Green Mountain Transit (GMT) provides transit services throughout Washington County, Vermont. GMT retained Community Transportation Association of America and LSC to conduct a study for the expansion and relocation of their existing maintenance and operations transit facility. As the Project Planner, Justine assisted in the program and needed space analysis needed for an expanded facility, conducted research in regards to local land use and zoning regulation, and engaged in local city and property owner interviews. Narrowing the facility relocation to five potential sites, LSC created weights based on factors such as environmental impact, vehicular access, zoning allowability, and size to rank each site against one another. The study is currently in its final phases as they near an agreed future site for the GMT operations and maintenance facility.

JAC Transit Development/Coordinated Human Services Plan (2019) – The Carson City Regional Transportation Commission retained LSC to prepare a joint short- and long-range Transit Development and Coordinated Human Services Plan (TDCHSP) for the JAC public transit program and the CAMPO service area. As Project Planner, Justine conducted a review of existing plans, services, and mobility resources for Carson City as well as the greater region. Justine assisted in coordinating a series of public workshops and local stakeholder meetings to discuss these existing resources in order to clearly identify areas of strength and weakness. LSC then applied this collected knowledge to existing conditions data to develop potential service, capital, financial, and institutional alternatives.

Kings County Transportation Development Plan (2020) – The Kings County Area Public Transit Agency retained LSC in preparing a Transportation Development Plan (TDP) to evaluate performance and propose possible operational alternatives to maximize efficiencies throughout the KART and CAT services. However, due to coronavirus, the operating plan was predicated upon the need to meet performance measures; service options were recommended based on phases triggered by performance. As Project Planner, Justine evaluated existing transit conditions, ridership, and demographics. She also assisted in conducting an on-board survey that was carried out by KART and CAT.

Triennial Performance Audits for the transit programs and regional transportation planning agencies in Humboldt County (2020), El Dorado County (2018), Tuolumne County (2020), Amador County (2019), and Placer County (2018). Following state guidelines, the audits analyze the effectiveness and efficiency of public transit operators and Regional Transportation Planning Agencies.



Bill Suen Engineer In Training

PROJECT EXPERIENCE

Bill Suen has worked on traffic impact studies in Douglas County, Nevada; Calaveras County, El Dorado County, Nevada County, and Placer County in California as well as in Colorado. These analyses included the evaluation of existing traffic operations, level of service, intersection mitigation measures, and parking demand.

Bill is skilled in the implementation of a variety of traffic analysis software such as Traffix, Highplan, SIDRA, and Synchro/Sim Traffic.

Bill's previous experience included four years as a mechanical engineer. As a laser applications engineer in the biomedical industry, Bill has laser-cut nickel titanium alloy tubes in the production of arterial stints. His responsibilities included cutting system development and support, production floor operations supervision, and new product development. He authored and presented technical memorandums on experimental laser cutting effects of nickel titanium alloy and worked extensively with external clients and vendors.

Bill Suen is a Transportation Engineer in the Tahoe City, California office. Since joining the firm in 2006, Bill has worked on a variety of public and private traffic engineering projects. These studies include the evaluation of existing traffic operations analysis, level of service analysis, trip generation estimates, accident data evaluations, parking studies, traffic calming measures, and signal warrants.

Education

Bachelor of Science in
Mechanical
Engineering,

California Polytechnic
State University, San
Luis Obispo

Professional Registrations

Certified Engineer in
Training

Professional Memberships

Institute of
Transportation
Engineers (ITE)



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

Gordon Shaw

Printed Name

Principal-in-Charge

Title

4/30/2021

Date

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

Signature

Date

Conflict of Interest Disclosure Form

Date: 4/30/2021
Project: JAC Downtown Transit Center Feasibility Study
Title: Project Manager
Name: Gordon Shaw
Position: Principal-in-Charge

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

I have no conflict of interest to report.

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

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

Signature: 

Date: 4/30/2021

LSC Project Work Scope – Jump Around Carson Preliminary Feasibility Study for a Downtown Transit Center June 22, 2021

LSC Transportation Consultants, Inc. will conduct the following tasks to complete the study. The team will work closely with the Carson City Public Works to complete all study tasks called for in the RFP.

Task 1.0 – Project Kick-Off and Coordination

The overall purpose of this task is to establish the final project approach, schedule, and existing conditions for transit services in Carson City. Once a refined scope is established, it will be important to review existing plans and documents relating to transit planning in the area and conduct a thorough evaluation of the current operations and management of the transit system.

Task 1.1 – Project Kick Off: The first subtask will be to establish the communication links and information processes that are necessary to the success of the study. The Study Team will develop and provide to the Carson City Public Works (City staff) and JAC staff a list of desired data items. An initial “kick-off” meeting will be held between the Study Team, City staff and others at the City’s direction. This meeting will have a number of goals, including the following:

- Review of the scope of the study and identify study issues.
- Review data list to identify any missing items and to decide a course of action to collect or develop additional data.
- Initial discussion of the factors to be considered as part of the study, as well as potential sites.
- Finalize the work program to best address the issues identified, and to best address the additional data needs.

Task 1.1 – Project Coordination: The Consultant team will hold monthly project team meetings with City and JAC staff via teleconference to discuss the project status and deliverables. Monthly invoicing will also be provided with a summary of the month’s tasks completed.

Deliverables:

- ✓ Kickoff meeting minutes and a specific refined work scope and schedule will be developed based upon the input received at the meeting.
- ✓ Monthly invoicing and project status summaries.

Task 2.0 – Needs and Initial Assessment

Task 2.1 – Staff Interviews: LSC will create a list of relevant questions for either telephone or email interviews with JAC employees. This will include scheduled calls with current drivers, operational staff, as well as management.

Task 2.2 – Existing Conditions: The next step is to review existing conditions and needs for the Downtown Transit Center, so that the most appropriate site and characteristics are chosen. This task will include a review of existing transit planning documents, including but not limited to the following (as available): the JAC Transit Development and Coordinated Human Services Plan (2019 JAC TDCP), existing operations and ridership on JAC services, fleet inventory and specification, traffic volumes, and local zoning and building codes. The data collected will be summarized in a series of tables and text and will be included as a section of the first *Technical Memorandum (Tech Memo)*.

Task 2.3 – Transit Center Program Needs and Requirements: A crucial step in the development of an appropriate Transit Center Study is the identification of existing and future facility requirements. It is vital on one hand that the facility accommodate the planned functions of the facility (and provide for expected growth) while on the other hand avoiding costly unnecessary facility capacity, as costs can have a substantial impact (either positive or negative) on long-term financial conditions.

Based upon the review of existing planning documents (2019 JAC TDCP, Chapter 8, Capital Alternatives) future transit service improvements/route plans, and discussions with City staff and operations staff (both during the first on-site meeting and through subsequent remote communication), we will identify the following potential needs for the transfer hub for both existing and future conditions:

- Maximum potential passenger usage.
- Maximum potential bus usage.
- ADA accessibility.
- Vehicular circulation.
- Pedestrian/bicycle circulation.
- Passenger amenities such as benches, transit information, bicycle parking, trash receptacles.
- Driver amenities such as a break room/restroom.
- Security facilities.
- Passenger vehicle parking and the potential for park-and-ride and ridesharing opportunities.
- Appropriate landscaping.
- Future accommodations for Zero Emission Bus Infrastructure.

These transfer center needs and requirements will be quantified to evaluate potential sites, and these findings will be included in *Tech Memo 1*.

Task 2.4 – Develop List of Potential Locations: Armed with the needs of the new transfer center, as well as current route performance, LSC will conduct an analysis of potential locations within the downtown area (a maximum of five). City and JAC staff will be the first stop in identifying potential site options. A list of appropriate factors that will be used as part of the site analysis evaluation will then be developed. This may include the following:

- Availability of location and infrastructure to meet the needs in Task 2.3.
- Availability/Cost Estimate for land acquisition/lease.
- Impact on JAC running times – Based on current and planned future operations, we will identify the local changes to the routes required for ingress and egress to each site. Observations of traffic conditions during

the PM peak hour will be made to estimate typical delays for specific movements and totaled to estimate the impact on bus travel times.

- Ridership impacts and convenience – The transit center will be the most convenient point in Carson City for all transit riders to access. As such, it is important that it be within convenient walk distance of major trip destinations in the downtown area. For each site, activity centers within a five-minute (quarter mile) walk distance will be inventoried.
- Zoning district compatibility.
- Environmental impact associated with development of each site – a preliminary traffic assessment will be conducted to ensure that the facility traffic can be accommodated on adjacent streets and that vehicles can access adjacent streets safely and efficiently. In addition, the potential for conflict with adjacent land uses (particularly residential) will be assessed.
- Impact of these factors on facility construction and maintenance costs.

These findings will be summarized in a series of advantages and disadvantages for each site. If deemed necessary in the decision process, a ranking process will also be conducted. Each factor will be assigned a “weight” based upon its relative importance in the decision process. For each site, a value (such as 1=low to 5=high) will be identified for each factor. When these values are multiplied by the weight and summed over all factors, a total “score” can be identified for each potential site and used to rank the sites in order to determine a preferred facility location.

Task 2.5 – Preliminary Cost Estimates: Initial planning-level cost estimates will be defined for the potential sites, including curb/street/sidewalk modifications, utility relocations, generic site improvements and land acquisition/leasing costs (if any).

Task 2.6 -- Perform Strengths, Weakness, Opportunities, and Threats (SWOT) Analysis: A SWOT Analysis will be performed on each of the potential sites. **Strengths** and **Weaknesses** will focus on the availability of the site, impact on transit/traffic opportunities, impact on access to nearby transit destinations, constructability factors such as onsite utilities and impacts on downtown parking counts. **Opportunities** will consider how the transit center site helps to achieve other downtown area goals and development strategies and the ability to achieve other goals such as improving transit efficiencies. **Threats** will consider potential issues with adjacent landowners or other community concerns. A discussion of the SWOT findings for each of the sites will be prepared.

Task 2.7 – Equity Analysis: LSC will conduct a review of US Census demographic data (at the Block Group level) to identify the impacts and benefits to minority populations and to low income households.

Task 2.8 – Ranking of Potential Locations: With all previous tasks in mind, a method to ranking proposed locations will be determined. Specifically, a weighted scoring process will be developed. A series of individual categories will be defined, such as impact on operating costs, impact on ridership experience, compatibility with adjacent land uses, etc. LSC will then work with City staff to define the appropriate “weight” to be given to each factor, such as on a score of 1 to 5. On a technical basis, each site will be scored in each category. Multiplying each score by the appropriate weight and summing over all categories will yield a total weighted score that can be used to rank the locations. We have found that this process of quantifying the ranking process in a transparent manner is useful in gaining buy-in on our ultimate recommendations. A summary of each locations’ ranking will be provided under *Tech Memo 1*.

Based on this, a limited set of two to three alternatives will be recommended.

Deliverables:

- ✓ Task 2 findings to be included in *Tech Memo 1*. This will include Staff Interviews, Existing Conditions, Transit Center Needs and Requirements, Route and Ridership Analysis, a list of potential locations, the SWOT analysis and the initial ranking analysis.

Task 3.0 – Public Outreach

Task 3.1 – Online Community Survey: An online community survey will be developed in coordination with City staff. Questions will focus on existing JAC passengers, but will also be available to the community at large. As a part of this task, LSC will build upon their previously formed Stakeholders List from the 2019 JAC TDCP. The online survey will be translated in Spanish. The online survey will be posted when *Tech Memo 1* is completed and will include an opportunity for input and feedback on the potential sites identified. Notices will be provided for posting on the buses and at the existing transfer point.

Task 3.2 – On-Site Poster Sessions at the Transit Center: LSC will prepare all materials needed to conduct onsite public input sessions at the existing transit centers. This will entail providing posters asking for input and providing a map of the potential sites, along with comment cards that participants can fill out. Two such sessions are proposed to gather input from various elements of the transit ridership: from Noon to 2 PM to reach general riders, and from 3 PM to 6 PM to reach commuters. LSC staff will conduct one of these sessions (with City staff assistance if available) and will provide the materials for City staff to conduct the second session on another day.

Deliverables:

- ✓ An online community survey in English and Spanish.
- ✓ On-Site Poster Sessions at the Transit Center.
- ✓ Advertising and marketing materials to raise awareness regarding the two public outreach input opportunities.
- ✓ A summary of the online community survey and the on-site poster sessions will be included in *Tech Memo 2*.

Task 4.0 – Refined Site Assessment

Task 4.1 – Develop Conceptual Site Plans For up to two remaining potential sites, LSC will prepare conceptual to-scale layouts showing bus bays, street/curb modifications, sidewalks/plaza areas, passenger amenities and landscaping areas.

Task 4.2 – Perform a Cost Benefit Assessment on Potential Transit Center Sites: Planning-level cost estimates for each site will be prepared using appropriate recent local unit costs and considering construction costs, utility relocation costs, mobilization, traffic control, etc. Benefits will be quantified using Federal Benefit-Cost Analysis methodologies. In addition, non-quantifiable benefits (such as improvements to the downtown streetscape) will be discussed.

Task 4.3 – Refined Analysis and Discussions: With all previous tasks in mind, the ranking analysis will be updated. Using this ranking, conceptual site plans and cost estimates, LSC and City staff will discuss the potential

center with landowners of the potential parcel (if any) and adjacent parcels. A summary of this refined assessment will be provided under *Tech Memo 2*,

Deliverables:

- ✓ *Tech Memo 2* providing the refined analysis of up to two sites, along with recommendations regarding the preferred site.

TASK 5.0 – Conceptual Development Plan

Task 5.1 – Develop Conceptual Site Plan: Based on the results of Task 4, a preferred site will be selected. For this site, a conceptual site plan will be developed. This site plan will reflect the following:

- Roadway and transit center vehicular design parameters
- Americans with Disabilities Act requirements
- Carson City design and setback requirements
- Space requirements for passenger seating and waiting areas
- Other recommended program elements.

Up to three levels of site improvements will be developed. While these levels will be detailed through the course of the project, our initial levels of improvement are as follows:

- A minimum functional design level – Adequate to accommodate the functions of the project (including restrooms), but without climate controlled passenger waiting areas, lower-grade pavement options (such as stamped concrete), minimal site amenities and landscaping, and standard manufactured shelters.
- A moderate design level, providing a higher level of amenities, landscaping and pavement options, a fully climate controlled building with restrooms .
- A high level design, with a high level of landscaping and amenities, along with a climate-controlled building with restrooms and custom shelters.

Note that these design levels may incorporate an existing building, depending on the specific site.

Task 5.2 – Develop Cost Estimates and Actionable Timeline: Cost estimates will be prepared for the three levels of improvements on the selected site. In addition, a potential timeline will be developed considering permitting, final design, and engineering and construction. Potential phasing of improvements will be defined.

Deliverable:

- ✓ *Tech Memo 3* will include a conceptual site plan, amenities for three budget scenarios, cost estimates, and a timeline for implementation.

Task 6.0 - Draft and Final Plan

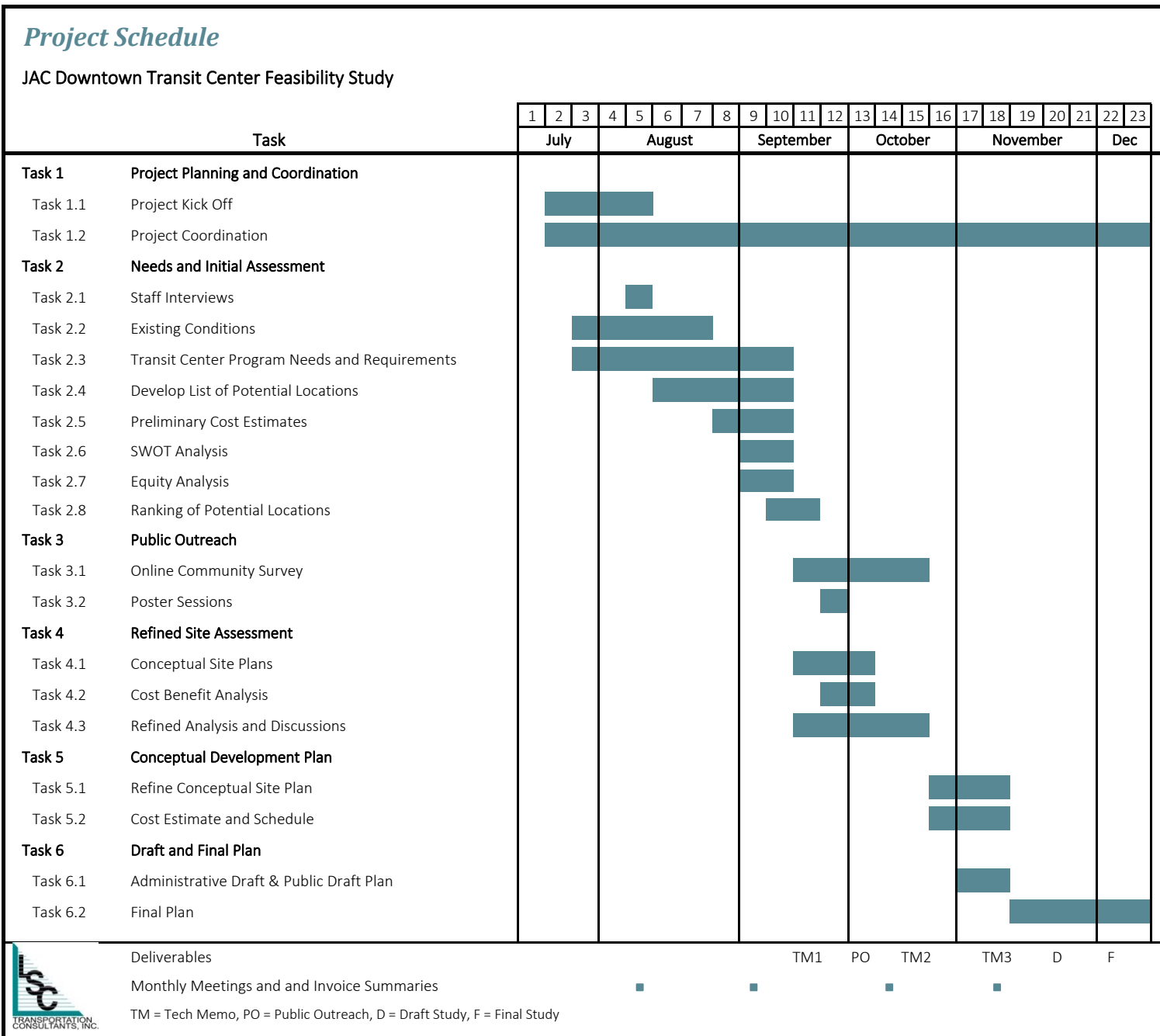
Task 6.1 – Prepare Administrative Draft Plan: Using input received from the community, City Staff, and JAC Staff a Draft Downtown Transit Center Study will be developed. The Draft Downtown Transit Study will include Tech


Memos 1, 2, and 3. It will also document the Title VI analysis, including summary of the selection process consistent with Title VI and summary of public input.

Task 6.2 Final Draft: After review of the Draft Downtown Transit Center Study, LSC will work with City staff to incorporate comments received into a Final Draft Plan Report.

Deliverable:

- ✓ Draft and Final Downtown Transit Center Study documents in Microsoft Word and Adobe PDF formats.



Cost Analysis <i>JAC Downtown Transit Center Feasibility Study</i>		Principal/ Project Mgr	Project Planners	Project Engineers	Support Staff	Subtotal Hours	TOTAL COSTS
		\$ 220.00	\$ 105.00	\$ 115.00	\$ 65.00		
Task 1	Project Planning and Coordination						
Task 1.1	Project Kick Off	4	4	0	2	10	\$ 1,430
Task 1.2	Project Coordination	6	6	0	4	16	\$ 2,210
Task 2	Needs and Initial Assessment						
Task 2.1	Staff Interviews	2	8	0	0	10	\$ 1,280
Task 2.2	Existing Conditions	4	8	0	0	12	\$ 1,720
Task 2.3	Transit Center Program Needs and Requirements	8	12	0	0	20	\$ 3,020
Task 2.4	Develop List of Potential Locations	8	40	0	0	48	\$ 5,960
Task 2.5	Preliminary Cost Estimates	8	2	4	0	14	\$ 2,430
Task 2.6	SWOT Analysis	4	8	4	0	16	\$ 2,180
Task 2.7	Equity Analysis	1	6	0	2	9	\$ 980
Task 2.8	Ranking of Potential Locations	2	8	0	0	10	\$ 1,280
Task 3	Public Outreach						
Task 3.1	Online Community Survey	2	24	0	2	28	\$ 3,090
Task 3.2	Poster Sessions	2	8	0	6	16	\$ 1,670
Task 4	Refined Site Assessment						
Task 4.1	Conceptual Site Plans	12	12	8	24	56	\$ 6,380
Task 4.2	Cost Benefit Analysis	4	2	4	0	10	\$ 1,550
Task 4.3	Refined Analysis and Discussions	12	8	0	0	20	\$ 3,480
Task 5	Conceptual Development Plan						
Task 5.1	Refine Conceptual Site Plan	8	0	0	8	16	\$ 2,280
Task 5.2	Cost Estimate and Schedule	8	8	40	0	56	\$ 7,200
Task 6	Draft and Final Plan						
Task 6.1	Administrative Draft & Public Draft Plan	12	40	4	8	64	\$ 7,820
Task 6.2	Final Plan	8	12	0	4	24	\$ 3,280
TOTAL HOURS		115	216	64	60	455	
TOTAL PERSONNEL COSTS		\$ 25,300	\$ 22,680	\$ 7,360	\$ 3,900		\$ 59,240
		Additional Expenses					
		Travel (5 trips)					\$ 360
		Printing/Postage/Delivery Costs					\$ 400
		Subtotal: Other Expenses					\$ 760
		TOTAL STUDY COST					\$ 60,000

**FTA REQUIRED
CLAUSES**

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. Carson City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to Carson City, the Consultant, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Upon execution of the Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- B. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Contract:

- A. The Consultant agrees to provide Carson City, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for Carson City to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Consultant agrees to maintain such materials until Carson City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after Carson City makes final payment and all other pending contract matters are closed.
- D. The Consultant shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Consultant shall at all times comply with all applicable Carson City regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Carson City and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart]

The Consultant agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Consultant shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Consultant shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Consultant shall follow the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Consultant shall prohibit discrimination on the basis of race, color, or national origin.
2. Consultant shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation 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; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Consultant shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Consultant shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with 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; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Consultant shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of

Labor regulations. Consultant shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Consultant recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”

3. Equal Employment Opportunity Requirements for Construction Activities. Consultant shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Consultant agrees to refrain from discrimination for reason of age. In addition, Consultant agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. Consultant further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Consultant agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Consultant agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Carson City requests which would cause the Carson City to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company- leased" refer to vehicles owned or leased either by Consultant or Carson City.
- B. Distracted Driving. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- C. Consultant shall require the inclusion of these requirements in subcontracts of all tiers.

9 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Consultant shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Consultant shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are 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.

- B. Consultant certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Consultant shall promptly inform Carson City of any change in the suspension or debarment status of Consultant or its principals, affiliates, and subcontractors during the term of the Contract. Further, Consultant shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by Carson City. If it is later determined by Carson City that Consultant knowingly rendered an erroneous certification, in addition to remedies available to Carson City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Contract.

10 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to Carson City.

11 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The Carson City has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of Carson City's DBE Program are hereby incorporated by reference into this Contract. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Consultant to carry out Carson City's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Contract and may be grounds for termination of this Contract, or other such remedy as Carson City deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Consultant from future bidding as non-responsible. The Consultant shall ensure that compliance with Carson City's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Contract.
- B. For purposes of this Contract, the Carson City will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the Nevada's Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval;

or

3. Certified by another agency approved by the Carson City.

- C. The Consultant must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Contract. If the Consultant qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Consultant must provide (1) written documentation of the Consultant's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Contract.
- D. Consultant shall not terminate DBE subcontractors listed in the DBE Participation Schedule without Carson City's prior written consent. Carson City will provide its written consent only if Consultant has good cause to terminate the DBE firm. Before transmitting a request to terminate, Consultant shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Consultant shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, Consultant shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Carson City in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Consultant is require to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from Carson City. In addition, if the Consultant holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactory completed.



STAFF REPORT

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

Meeting Date: July 14, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding direction to staff on the pursuit of transportation infrastructure projects in Fiscal Year (“FY”) 2022 for Performance District 4, as funding permits.

Staff Summary: Staff identified five potential FY 2022 transportation infrastructure projects for Performance District 4 and recommends that RTC pursue four of those five potential projects. If directed, staff will initiate development of the projects, finalize the project scopes, and begin project design. The projects will extend the life of the roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to direct staff to pursue the four recommended District 4 projects, as presented.

Background/Issues & Analysis

Staff identified five potential transportation infrastructure projects in Performance District 4 for FY 2022. Each project was evaluated through a two-step process. The first step used evaluation factors from the City’s approved 2019-2022 Pavement Management Plan, which include pavement condition, roadway functional classification, safety, traffic volume, construction efficiencies, and industry standards for scheduling preventive maintenance. The City’s Pavement Management Plan is available online at:

<https://www.carson.org/transportation>

The second step evaluated projects based on coordination with other planning documents (2020 ADA Transition Plan and 2020 Safe Routes to School (“SRTS”) Master Plan), proximity to the City’s bus routes, and coordination with other roadway utilities to achieve a “dig once” approach..

The five potential transportation infrastructure projects, their extents, their scopes, and the estimated costs are listed below, in no particular order.

- Curry Street – North: From the Forest Service parcel to 10th Street. Estimated Cost = \$148,000.
 - Pavement preservation
- Curry Street – South: From Clearview Drive to Rhodes Street (including Rhodes Street and Moses Street). Estimated Cost = \$261,000
 - Pavement preservation
- Saliman Road: From Koontz Lane to Colorado Street. Estimated Cost = \$356,000

- Pavement preservation, ADA, and SRTS improvements
- Silver Sage Drive: From Clearview Drive to Colorado Street. Estimated Cost = \$1,365,000 (RTC Portion = \$571,000)
 - Pavement preservation, sidewalk and ADA upgrades, and sewer line replacement
- Kings Canyon Road: From Ormsby Boulevard to Kings Canyon Creek.
 - Base project is for pavement preservation. Estimated Cost = \$238,000
 - Option to widen pavement to match proposed roadway being constructed as part of the Kings Canyon FLAP project. Estimated Cost = \$1,020,000

Complete streets improvements are incorporated into these cost estimates. Upon completion of the prioritization process, four of the five transportation infrastructure projects proposed for District 4 are recommended for RTC approval. The Kings Canyon Project is not recommended for construction in FY 2022 due to limited available funding.

The available Regional Transportation fund budget for all projects in FY 2022 is \$1,842,507, with approximately \$1,445,200 available to be used on District 4 projects. Based on the preliminary high-level cost estimates, the total estimated cost to be funded from the Regional Transportation Fund for the four recommended projects is \$1,336,000. The estimate includes project and construction management, engineering design, construction bid item costs, material testing, and contingency.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.210

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Pavement Preservation Account / 2503035-507010 and Regional Transportation fund, Infrastructure Capital / 2503035-507102.

Is it currently budgeted? Yes No

For FY 2022, the available budget for pavement projects is \$1,842,507, which is comprised of \$1,300,000 from Regional Transportation Pavement Preservation account and \$542,507 from Regional Transportation Infrastructure Capital account in FY 2021, which will roll-forward and be available in FY 2022. Funding will be transferred from these accounts to the Capital Improvements Account once individual projects are initiated with finalized cost estimates.

Alternatives

Decline to direct staff to pursue District 4 projects for FY 2022 and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Presentation Material for District 4 Transportation Projects

Board Action Taken:

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

 (Vote Recorded By)



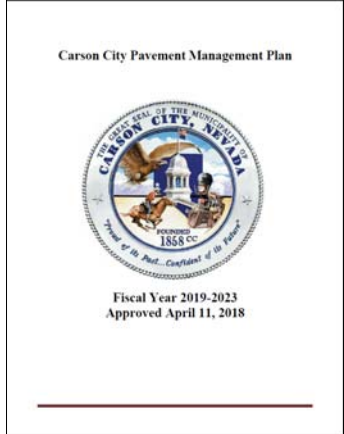
DISTRICT 4 PROJECT SELECTION

Carson City Regional Transportation Commission
7/14/2021



1

PAVEMENT MANAGEMENT PLAN



- RTC Approved April 11, 2018
- Established an efficient and effective strategy to maintain the City's roadways
- Established five performance districts
- Five-year rotating schedule

2

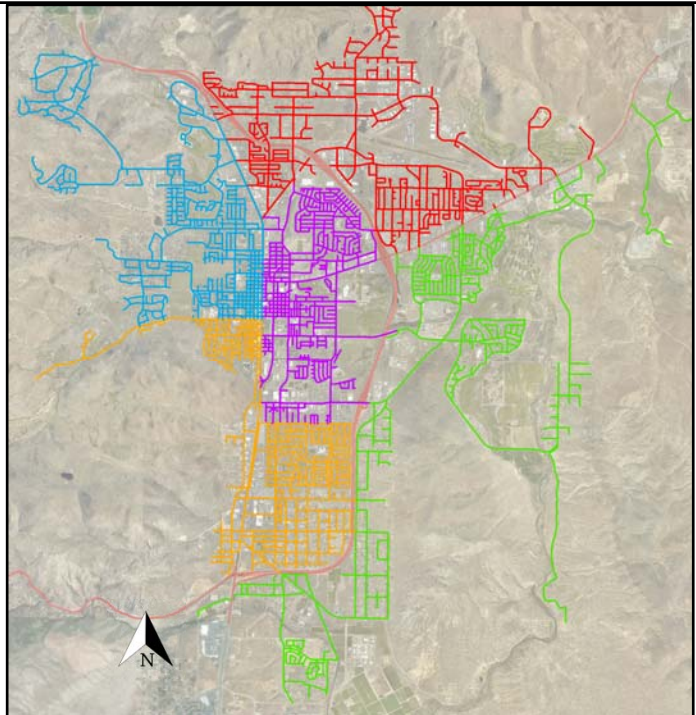
PAVEMENT MANAGEMENT OBJECTIVES

- Predictable use of roadway funding
- Improves transparency for public and decision-makers
- Maintains flexibility for unplanned City projects and “match” for grant opportunities
- Targets cost-saving strategies
- Provides a framework for:
 - Tracking pavement conditions
 - Setting performance targets
 - Better understanding and justifying funding needs

3

PERFORMANCE DISTRICTS

Performance District Number	Year
1 (Red)	2019
2 (Purple)	2020
3 (Green)	2021
4 (Orange)	2022
5 (Blue)	2023



4

DISTRICT 4 PROJECT SCHEDULE

Anticipated Implementation Schedule:

Task	Dates
Pavement Inspections	April - May
Project Evaluation	May - July
Project Selection & Public Posting	July
Project Design	August - January
Advertise Project(s) for Bidding	January - February
Project Award/Notice to Proceed	February - April
Project Construction	May - October

← We are here!

5

PRIORITIZATION FACTORS

Pavement Condition Index (Maximum Available Points 3)

Traffic Volume - Annual Average Daily Trips (Maximum Available Points 3)

Crash History (Maximum Available Points 2)

Functional Classification (Maximum Available Points 1)

Work History (Maximum Available Points 2)

On Bus Route (Maximum Available Points 1)

Potential Utility Coordination and Need (Maximum Available Points 2)

Potential Safe Routes to School Master Plan Enhancements (Maximum Available Points 2)

Potential ADA Transition Plan or other ADA Improvements (Maximum Available Points 1)

6

PROJECT LIST

Curry Street – North

- From the USFS parcel to 10th Street

Curry Street – South

- From Clearview Drive to Rhodes Street (possibly including side streets)

Saliman Road

- From Koontz Lane to Colorado Street

Silver Sage Drive

- From Clearview Drive to Colorado Street

Kings Street / Kings Canyon Road

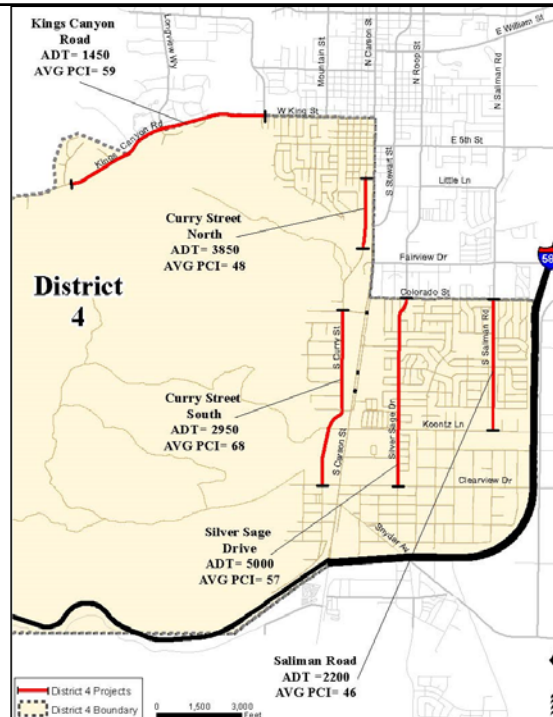
- From Ormsby Boulevard to the lower Kings Canyon Creek crossing



Saliman Road

7

DISTRICT 4 PROJECT MAP



8

PROJECT SCOPE AND ESTIMATED COST

Curry Street – North

- Pavement Rehabilitation using a 'Fiber Slurry Seal'
- ADA improvements at Lake Glen Drive

Estimated Cost = \$ 148,000

Curry Street – South

- Pavement Preservation
- Includes Moses and Rhodes Streets

Estimated Cost = \$261,000

Saliman Road

- Pavement Preservation and ADA ramp upgrades
- SRTS components

Estimated Cost = \$356,000

Silver Sage Drive

- Pavement Preservation and ADA ramp upgrades near transit
- Sewer line replacement at Eagle Station Ln

Estimated Cost = \$1,365,000
RTC Share = \$571,000

Kings Street / Kings Canyon Road

- Pavement Preservation
- ADA at Ormsby Blvd
- Option for widening to 26-feet

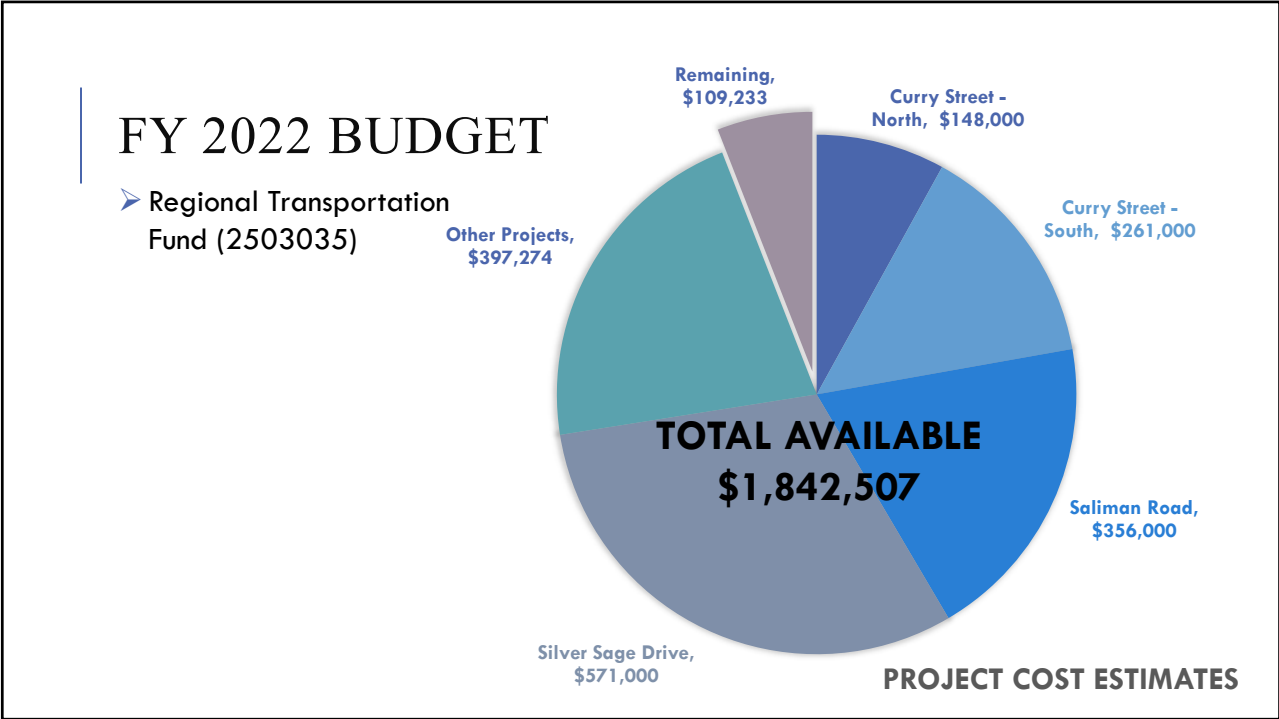
Estimated Cost = \$238,000
Widening Option = \$1,020,000

9

PRIORITIZATION SUMMARY

2022 District 4 - Transportation Projects						
Transportation Facility Information	Curry Street South <small>Clearview Drive to Rhodes (may include Rhodes Street and Moses Street)</small>	Curry Street North <small>USFS to 10th Street</small>	Silver Sage <small>Clearview Drive to Colorado Street</small>	Saliman Road <small>Colorado Street to Koontz Lane</small>	King Canyon Road <small>Ormsby Blvd. to Kings Canyon Creek</small>	Colorado Street <small>Utah Street to Saliman Road</small>
Planned Treatment	Surface Preservation	Surface Rehabilitation	Surface Preservation	Surface Preservation	Surface Preservation	Reconstruction
Pavement Condition	68	48	57	45	59	48
Square Footage	298,883	58,200	281,576	226,398	233,581	161,594
Project Length (Centerline ft)	7,418	1,550	6,656	4,461	7,646	2,638
Project Scoring	Pavement Condition (Maximum Available Points 3)					
	Traffic Volume - Annual Average Daily Trips (Maximum Available Points 3)					
	Crash History (Maximum Available Points 2)					
	Function Classification (Maximum Available Points 1)					
	Work History (Maximum Available Points 2)					
	Bus Route (Maximum Available Points 1)					
	Utility Coordination (Maximum Available Points 2)					
	Potential Safe Routes to School Master Plan Enhancements (Maximum Available Points 2)					
Project Score (Max Score 17)	11.3	9.0	11.0	10.6	6.8	STBG Funds allocated at May 2020 RTC Meeting & CDBG Funds awarded 2020
Order of Ranking	1	4	2	3	5	

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STAFF REPORT

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

Meeting Date: July 14, 2021

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 21300010 for the Fiscal Year (“FY”) 2022 Short Line Striping Project to NBSC for a total amount not to exceed \$416,979.75.

Staff Summary: The Short Line Striping Project includes repainting striping and pavement symbols city wide. Pavement markings will include but are not limited to, bike lane symbols, turn arrows, crosswalk striping, yield bars, pavement marking text, and stop bars. The contract is for the base bid amount of \$302,000, plus an additive alternate bid of \$77,072.50, plus an additional 10% contingency amount of \$37,907.25. The engineer’s base bid estimate was \$375,000.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

Carson City Public Works annually undertakes a project to repaint the striping and pavement symbols city wide, and Contract No. 21300010 would complete that project for Fiscal Year 2022.

A notice to contractors regarding the opportunity to bid on this project was published in the Reno Gazette Journal on June 3, 2021. The City’s solicitation sought a base bid for city-wide, waterborne pavement markings and an additive alternative bid for epoxy pavement markings at the S. Carson Street roundabout.

One bid was opened at approximately 11:30 a.m. on June 24, 2021, via online Cisco Webex bid opening. Present during the bid opening were: Joshua Dethmers, NBSC; Brian Elder, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add. Alt.</u>
NBSC	\$302,000	\$77,072.50

Staff recommends award to NBSC as the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and recommends a contract with NBSC for both the base bid and additive alternative bid.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Street Maintenance fund, Long Line Striping Account / 2563038-500488

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, account # 2563038-500488 will be reduced by a not to exceed amount of \$416,979.75. The current available budget is \$610,000.

Alternatives

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

Supporting Material

-Exhibit-1: 21300010 Bid Tab Detail

-Exhibit-2: 21300010 Draft Contract

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362**

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

Notice to Contractors Bid# 21300010 - 2021 Short Line Striping Project

Date and Time of Opening: June 24, 2021 @ 11:30am

Description				Bidder # 1	
				Nevada Barricade & Sign Company, Inc.	
BONDING Provided, \$, %, or no				5%	
BIDDER acknowledges receipt addendums				Y	
Description	Unit of Measure	Quantity	Unit Cost	Total price	
Schedule A: Base Bid – Waterborne Short Line Pavement Markings, City Wide					
1	Traffic Control	LS	1	\$105,159.60	\$105,159.60
2	Bicyclist Symbol within Bike Lane	EA	56	\$37.60	\$2,105.60
3	Pavement Marking Text – Including but not limited to SCHOOL, XING, AHEAD, STOP, Etc.	EA	228	\$55.65	\$12,688.20
4	Straight Lane Directional Arrow	EA	42	\$27.00	\$1,134.00
5	Straight-Left Arrow	EA	3	\$53.85	\$161.55
6	Straight-Right Arrow	EA	20	\$53.85	\$1,077.00
7	Left/Right Turn Arrows	EA	636	\$31.50	\$20,034.00
8	Yield Bar Triangles	EA	660	\$6.40	\$4,224.00
9	4" Yellow Chevrons/Hatching	LF	432	\$1.40	\$604.80
10	4" White Chevrons/Hatching	LF	1,630	\$1.40	\$2,282.00
11	24" Crosswalk Bar	LF	36,430	\$2.30	\$83,789.00
12	12" Decorative Crosswalk Bar	LF	2,770	\$2.10	\$5,817.00
13	2'x3' Green Bike Lane Marking	EA	365	\$21.90	\$7,993.50
14	24" Stop Bar	LF	12,025	\$4.15	\$49,903.75
15	4" Parking Lines	LF	3,590	\$1.40	\$5,026.00
Total Base Bid Price (Schedule A)				\$302,000.00	

Schedule B: Additive Alternate Bid Items – Epoxy Pavement Marking, S. Carson Street Roundabout					
16	Traffic Control	LS	1	\$45,000.00	\$45,000.00
17	24" Crosswalk Bars	LF	350	\$20.00	\$7,000.00
18	Yield Bar Triangles	EA	70	\$50.00	\$3,500.00
19	Bicyclist Symbol with Arrow/Sharrows	EA	12	\$260.00	\$3,120.00
20	"Left or Through" Fish Hook Symbol	EA	3	\$1,100.00	\$3,300.00
21	Through Fish Hook Symbol	EA	3	\$1,100.00	\$3,300.00
22	Straight Arrow	EA	4	\$200.00	\$800.00
23	Left/Right Turn Arrows	EA	8	\$280.00	\$2,240.00
24	Straight-Left Arrows	EA	3	\$550.00	\$1,650.00
25	4" Solid Yellow Stripe	LF	2,400	\$1.00	\$2,400.00
26	6" Solid White Stripe	LF	2,275	\$1.50	\$3,412.50
27	8" Dotted White Line	LF	100	\$2.50	\$250.00
28	4" Broken White Line	LF	850	\$1.00	\$850.00
29	6" Dotted White Line	LF	100	\$2.50	\$250.00
Total Additive Alternate Bid Price (Schedule B)				\$77,072.50	
Total (Schedule A+Schedule B)				\$379,072.50	

Total Bid Price written in words? y/n	Y
Bidder Information provided? y/n	Y
Sub Contractors listed? y/n or none	Y
Bid Document executed? y/n	Y

Carson City is recommending award of the contract to Nevada Barricade & Sign Company, Inc. and is tentatively scheduled for award at the July 14, 2021 Carson City Regional Transportation Commission meeting.

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

THIS CONTRACT is made and entered into this 14th day of July 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Nevada Barricade & Sign Company, 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(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 21300010**, titled **2021 Short Line Striping 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. 21300010 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://nevada.ionwave.net/PublicDetail.aspx?bidID=8809&ret=AWAR&pg=0&bidNumber=&title=&type=&org=>.

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: 21300010

Title: 2021 Short Line Striping 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 Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Joshua Dethmers, Chief Estimator
Nevada Barricade & Sign Company, Inc.
PO Box 20459
Reno, NV 89515
775-331-5100
Joshua.Dethmers@nbsco.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Seventy Nine Thousand Seventy Two Dollars and 50/100 (\$379,072.50).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

is finished.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

Title: 2021 Short Line Striping Project

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300010

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

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

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

22. **PUBLIC RECORDS:**

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

23. **CONFIDENTIALITY:**

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

24. **FEDERAL FUNDING:**

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

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

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

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

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

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

25. **LOBBYING:**

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P303821006
Account # 2563038-500488

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7786

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

CONTRACTOR

BY: Joshua Dethmers

TITLE: Chief Estimator

FIRM: Nevada Barricade & Sign Co., Inc.

CARSON CITY BUSINESS LICENSE #: BL-004996-2020

NEVADA CONTRACTORS LICENSE #: 0052315

Address: PO Box 20459

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

Telephone: 775-331-5100

E-mail Address: Joshua.Dethmers@nbsco.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 14, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300010** and titled **2021 Short Line Striping Project**. Further, the Regional Transportation Commission authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 14th day of July 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 14th day of July 2021.

PERFORMANCE BOND

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# 21300010** and titled **2021 Short Line Striping 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# 21300010** and titled **2021 Short Line Striping Project**

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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# 21300010** and titled **2021 Short Line Striping 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.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **21300010**, PWP # CC-2021-328, for the Project Title: **“2021 Short Line Striping Project”**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: June 21, 2021

Nevada Barricade & Sign Company, Inc.
Principal
By: _____

XL Specialty Insurance Company
Surety
By: Janina Renee Beaudry
Janina Renee Beaudry



NORTH CAROLINA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of North Carolina}

County of Mecklenburg}

I, SUDESH KASHYAP, Notary Public, do hereby certify that ANTHONY TOMLJANOVIC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of June, 2021.

(Official Seal)

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Sudesh Kashyap
Official Signature of Notary

SUDESH KASHYAP
Name of Notary Public

My Commission Expires: 10/04/2024

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On JUN 21 2021 before me, M. Barreras, Notary Public
(Here insert name and title of the officer)

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

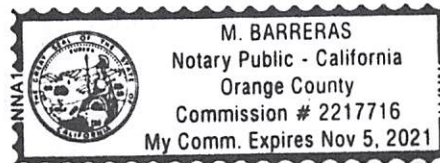
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Barreras

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document);

(Title or description of attached document continued);

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

Exhibit A
THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1613264

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Martha R. Barreras, Janina Renee Beaudry, Michelle Haase

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, Including Consents to Release of Retainage and/or Final Estimates on Const ruction Contracts required by the Department of Transportation, State of Florida , for the penal sum of no one of which is in any event to exceed \$100,000,000.00. Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 2nd, 2021.

XL SPECIALTY INSURANCE COMPANY



by:

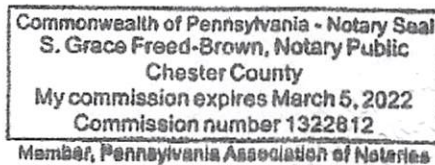
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 2nd day of April, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 02 day of April 2021.



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 2nd day of April, 2021.



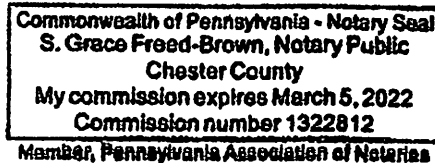
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 2nd day of April, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

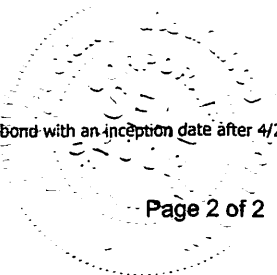
I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 21st day of June 2021.



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 4/2/2023



BID PROPOSAL

BID# 21300010

BID TITLE: "2021 Short Line Striping 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 2 Addendums.

BP.1 SUMMARY

Description		Unit of Measure	Quantity	Unit Cost	Total Price
Schedule A: Base Bid – Waterborne Short Line Pavement Markings, City Wide					
1	Traffic Control	LS	1	\$105,159.60	\$105,159.60
2	Bicyclist Symbol within Bike Lane	EA	56	\$37.60	\$2,105.60
3	Pavement Marking Text – Including but not limited to SCHOOL, XING, AHEAD, STOP, Etc.	EA	228	\$55.65	\$12,688.20
4	Straight Lane Directional Arrow	EA	42	\$27.00	\$1,134.00
5	Straight-Left Arrow	EA	3	\$53.85	\$161.55
6	Straight-Right Arrow	EA	20	\$53.85	\$1,077.00
7	Left/Right Turn Arrows	EA	636	\$31.50	\$20,034.00
8	Yield Bar Triangles	EA	660	\$6.40	\$4,224.00
9	4" Yellow Chevrons/Hatching	LF	432	\$1.40	\$604.80
10	4" White Chevrons/Hatching	LF	1,630	\$1.40	\$2,282.00
11	24" Crosswalk Bar	LF	36,430	\$2.30	\$83,789.00
12	12" Decorative Crosswalk Bar	LF	2,770	\$2.10	\$5,817.00
13	2'x3' Green Bike Lane Marking	EA	365	\$21.90	\$7,993.50
14	24" Stop Bar	LF	12,025	\$4.15	\$49,903.75
15	4" Parking Lines	LF	3,590	\$1.40	\$5,026.00
BP.2 Total Base Bid Price (Schedule A)			\$302,000.00		
Description		Unit of Measure	Quantity	Unit Cost	Total Price
Schedule B: Additive Alternate Bid Items – Epoxy Pavement Marking, S. Carson Street Roundabout					
16	Traffic Control	LS	1	\$45,000.00	\$45,000.00
17	24" Crosswalk Bars	LF	350	\$20.00	\$7,000.00
18	Yield Bar Triangles	EA	70	\$50.00	\$3,500.00
19	Bicyclist Symbol with Arrow/Sharrows	EA	12	\$260.00	\$3,120.00
20	"Left or Through" Fish Hook Symbol	EA	3	\$1,100.00	\$3,300.00
21	Through Fish Hook Symbol	EA	3	\$1,100.00	\$3,300.00
22	Straight Arrow	EA	4	\$200.00	\$800.00

BID PROPOSAL

23	Left/Right Turn Arrows	EA	8	\$280.00	\$2,240.00
24	Straight-Left Arrows	EA	3	\$550.00	\$1,650.00
25	4" Solid Yellow Stripe	LF	2,400	\$1.00	\$2,400.00
26	6" Solid White Stripe	LF	2,275	\$1.50	\$3,412.50
27	8" Dotted White Line	LF	100	\$2.50	\$250.00
28	4" Broken White Line	LF	850	\$1.00	\$850.00
29	6" Dotted White Line	LF	100	\$2.50	\$250.00
BP.3 Total Additive Alternate Bid Price (Schedule B)				\$77,072.50	

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

Three hundred and two thousand dollars and zero cents.

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

Seventy-seven thousand, seventy-two dollars and fifty cents.

BP.6 BIDDER INFORMATION:

Company Name: Nevada Barricade & Sign Co., Inc.
Federal ID No.: 88-0454821
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
Complete Fax Number: 775-331-5103
Fax Number including area code: 775-331-5103
E-mail: contracts@nbsco.com & Joshua@nbsco.com

Contact Person / Title: Joshua Dethmers - Chief Estimator
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
Complete Fax Number: 775-331-5103
E-mail Address: Joshua@nbsco.com

BP.7 LICENSING INFORMATION:

BID PROPOSAL

Nevada State Contractor's License Number: 0052315
License Classification(s): A-2, A-8, A-21
Limitation(s) of License: Unlimited
Date Issued: 2001
Date of Expiration: 7/31/2021
Name of Licensee: Nevada Barricade & Sign Co., Inc.
Carson City Business License Number: BL-004996-2020
Date Issued: 1/1/2021
Date of Expiration: 12/31/2021
Name of Licensee: Nevada Barricade & Sign Co., Inc.

BP.8 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: Infrastripe Acquisitions Inc.
Address: 11121 Carmel Common Blvd., Suite 200
City, State, Zip Code: Charlotte, NC 28226
Telephone Number: 704-936-0500
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
--

BID PROPOSAL

Date Incorporated: February 28th, 2000
Name of Corporation: Nevada Barricade & Sign Co., Inc.
Mailing Address P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Telephone Number: 775-331-5100
President's Name: Billy Miller
Vice-President's Name:
Other 1) Name & Title:

BP.9 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Jonathan Dethmers	20

Title 1) Business Manager

Name 2) Edward Drum III	13
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Title 2) Striping Supervisor

Name 3) Eric Cumming	6
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Title 3) Striping Dispatch

Name 4)	
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Title 4)

Name 5)	
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Title 5)

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

Title 6)

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

BID PROPOSAL

BP.10 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)

Company Name 1): Nevada Barricade & Sign Co., Inc.
Contract Person: Eric Cumming
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
E-Mail Address: eric.cumming@nbsco.com
Project Title: 2020 Carson City Short Line Project
Amount of Contract: \$158,525.30
Scope of Work: Latex Striping, Prime Contractor, and Removal
Company Name 2): ISS
Contract Person: Eduardo Sanchez
Mailing Address: 1900 Glendale Ave
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-352-1931
E-Mail Address: eduardo.sanchez@gcinc.com
Project Title: NDOT 3841 Chip Seal on US6
Amount of Contract: \$215,358.55
Scope of Work: Striping

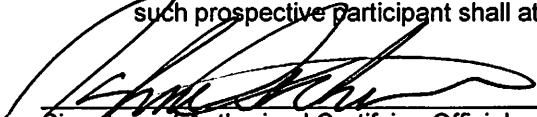
BID PROPOSAL

Company Name 3): Q&D Construction
Contract Person: Bob Leone
Mailing Address: 1050 S, 21st Street
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-786-2677
E-Mail Address: bleone@qdconstruction.com
Project Title: NDOT 3826 Mineral County
Amount of Contract \$158,120.50
Scope of Work: Striping
Company Name 4): MKD Construction
Contract Person: Dee Westmoreland
Mailing Address: 20 Stokes Dr.
City, State, Zip Code: Mound House, NV 89706
Complete Telephone Number: 775-246-1900
E-Mail Address: deew.mkd2@att.net
Project Title: NDOT 3758 Jack Creek
Amount of Contract: \$37,525.00
Scope of Work: Striping

BID PROPOSAL

BP. 11 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

 Joshua Dethmers

 Printed Name

 Chief Estimator
 Title

 June 23rd, 2021

 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 ¹	OSHA Incident Rate ²
2019	.88	5.554
2020	.77	6.47

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

² 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.12 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 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 Nevada Barricade & Sign	Address Co., Inc. P.O. Box 20459, Reno, NV 89515	
Phone 775-331-5100	Nevada Contractor License # 0052315	Limit of License Unlimited
Description of work All Striping & Traffic Control		
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

SUBCONTRACTORS

BP.13 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 Nevada Barricade & Sign	Address Co., Inc. P.O. Box 20459, Reno, NV 89515	
Phone 775-331-5100	Nevada Contractor License # 0052315	Limit of License Unlimited
Description of work All Striping & Traffic Control		
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

SUBCONTRACTORS

BP. 14 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

Local Preference Affidavit

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

I, Joshua Dethmers, on behalf of the Contractor, Nevada Barricade & Sign Co., Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on **Bid No. 21300010**, Project Name "**2021 Short Line Striping 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 Nevada Barricade & Sign Co., 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. 147 and NRS 338.1389:

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

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

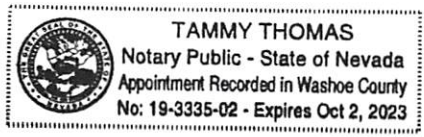
By: Joshua Dethmers Title: Chief Estimator

Signature: [Handwritten Signature] Date: June 23rd, 2021

Signed and sworn to (or affirmed) before me on this 23rd day of June, 2021, by Joshua Dethmers (name of person making statement).

State of Nevada)
)ss.
County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature



BID PROPOSAL

BP.15 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Joshua Dethmers (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 "2021 Short Line Striping Project", contract number 21300010, 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: Joshua Dethmers

TITLE: Chief Estimator

FIRM: Nevada Barricade & Sign Co., Inc.


Address: P.O. Box 20459

City, State, Zip: Reno, NV 89515

Telephone: 775-331-5100

Fax: 775-331-5103

E-mail Address: Joshua.Dethmers@nbsco.com

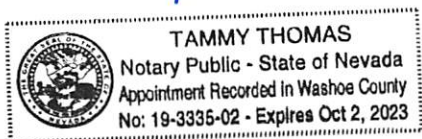

(Signature of Bidder)

DATED: June 23rd, 2021

Signed and sworn (or affirmed) before me on this 23rd day of June, 2021, by


(Signature of Notary)

(Notary Stamp)





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (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-09-07-14-0408**

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2020** AND EXPIRES ON **JULY 31, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR 7/31/2020
FOR MARGI A. GREIN, EXECUTIVE OFFICER 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 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.


Carson City Business License Division

108 E. Proctor Street
 Carson City, NV 89701
 (775) 887-2105 - Hearing Impaired: 711
 buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name:	NEVADA BARRICADE & SIGN COMPANY INC	Business Type(s):	237310 Highway, Street, and Bridge Construction
Business Location:	9530 N VIRGINIA ST RENO, NV 89506	Mailing Address:	PO BOX 20459 RENO, NV 89515
Owner:			
License Number:	BL-004996-2020	License Type:	Business License
Issued Date:	1/1/2021	Classification:	Contractors
Expiration Date:	12/31/2021	Fees Paid:	\$78.75

Thank you for choosing to operate your business in Carson City.
 Please provide any changes to the business information to the Business License Division. Licenses are not transferable.
 If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

NEVADA DEPARTMENT OF TRANSPORTATION

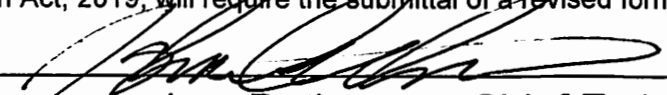
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: 21300010 Contractor/Subcontractor: Nevada Barricade & Sign Co., Inc.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer (see also Electrician)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier (see also Laborers) includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer includes asbestos abatement, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector. Can also include cement masons, hod carrier brick mason tender and plaster tender	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also include cement mason, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright (see also carpenter)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (with equipment), surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 4/23/2021

Name and Title: Joshua Dethmers - Chief Estimator

Nevada Department of Transportation
Contract Compliance Office
1263 South Stewart Street
Carson City, NV 89712

Phone: (775) 888-7497
Fax: (775) 888-7235
contractcomplianceprojects@dot.nv.gov



STAFF REPORT

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

Meeting Date: July 14, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Highway Agreement No. PR320-21-063 (“Agreement”) between RTC and the Nevada Department of Transportation (“NDOT”) to partially fund the East 5th Street Reconstruction Project (“Project”) for a total of \$2,490,526.00, with \$2,366,000 from Surface Transportation Block Grant (“STBG”) funds and a 5% local match of \$124,526; and (2) authorization for the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The total estimated cost of the Project is \$3,396,000. The Carson Area Metropolitan Planning Organization (“CAMPO”) awarded RTC \$2,366,000 in STBG funds for Federal Fiscal Years 2021 and 2022 to partially fund the Project. This Agreement allows NDOT to disperse those STBG funds to RTC for use on the Project. The Project is located in Performance District 3.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as future amendments regarding extensions of time and changes in funding not exceeding 10% of the present amount.

Background/Issues & Analysis

STBG funds are provided to CAMPO by NDOT through Cooperative Agreement No. NM696-16-804, which sets forth guidelines for the use of STBG funds. CAMPO awarded the RTC \$2,366,000 in STBG funding for the Project at its February 10, 2021 meeting. The Agreement authorizes NDOT to release the STBG funds to RTC and reimburse it for work completed on the Project.

The Project includes a combination of pavement rehabilitation and pavement replacement on E. 5th Street between Fairview Drive and Marsh Road, the expansion of the roundabout at the intersection E. 5th Street and Fairview Drive, pathway ADA upgrades, and waterline replacement. The Project is located in Performance District 3, as provided in the approved 2019-2023 Pavement Management Plan.

The Project is scheduled for construction during Fiscal Year 2023. The STBG funded portion of the Project will be used for design and construction activities including project management, engineering design,

reconstruction of the roadway, replacement of non-compliant ADA curb ramps, sidewalk upgrades, expansion of the roundabout, and material testing.

The Agreement covers a total of \$2,490,526 for the Project through STBG funding and a 5% local match; however, an additional \$905,474 is needed to complete the Project. That additional funding will come from the following sources:

1. Regional Transportation Funds in the amount of \$546,800 are being used for the 5% local match, a geotechnical analysis, the right-of-way survey, and other design and construction costs.
2. V&T Infrastructure Funds in the amount of \$108,200 are being used to fund a portion of the Project's construction.
3. The Water Utility Division has identified a need to complete waterline replacement and is therefore contributing \$375,000 toward the Project.

The total estimated cost of the Project is \$3,396,000. Construction is anticipated to start in spring of 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270(1)(e)

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: For revenue - STBG Funding / 2503082-431010, and budget transfers from expense accounts: Regional Transportation fund - Infrastructure Capital / 2503035 – 507102, V&T Infrastructure Transportation - Undesignated Expense Account / 2535005-507102, and Capital Projects Account - Waterline Rehabilitation / 5203505-507010 (from project P350506001) to: Project # P303521008, V&T Infrastructure Capital - Improvements account / 2535005-507010, Regional Transportation fund - Capital Improvements account / 2503035-507010, and Waterline Rehabilitation 5203505-507010.

Is it currently budgeted? Yes No

If approved, the project will receive \$2,366,000 in STBG revenues. STBG funding requires a 5% local match, which would equate to approximately \$124,526 in local funding. Regional Transportation funds will be used for this local match.

The \$905,474 in additional Project funding not provided through the Agreement, as noted on page 6 of the Agreement, will come from: \$422,274 in additional Regional Transportation funds, \$108,200 in V&T Infrastructure funding, and \$375,000 in Waterline Rehabilitation Funding. These additional amounts for design and construction have been added to the Project account as part of the Fiscal Year 2021 approved budget.

Alternatives

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

Supporting Material

-Exhibit-1: Cooperative Agreement No. PR320-21-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

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Highway Agreement PR320-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
East 5th Street Reconstruction

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, Nevada 89701 (hereinafter "CITY").

WITNESSETH:

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

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

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

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

WHEREAS, the CITY is willing to agree to Design, Adjust Utility Facilities, Advertise, Award, and Manage Construction of the East 5th Street Reconstruction project, as outlined in the Project Scope, attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson Area Metropolitan Planning Organization (CAMPO) for Federal Surface Transportation Block Grant (STBG) funds; and

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

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the CITY's actions are in accordance with applicable Federal and

State regulations and policies.

3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Two Million Three Hundred Sixty-Six Thousand and No/100 Dollars (\$2,366,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications, and estimates) within Fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

9. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

10. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

11. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

12. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

13. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

14. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

15. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

16. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

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

18. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - CITY AGREES:

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

2. To provide construction engineering at no cost to the project.

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

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

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

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

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

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

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

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

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

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Twenty-Four Thousand Five Hundred Twenty-Six and No/100 Dollars (\$124,526.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

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

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

ARTICLE III - IT IS MUTUALLY AGREED:

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

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

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

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 116,052.00
DEPARTMENT Construction Engineering Costs:	\$ 15,400.00
Construction Costs:	<u>\$ 2,354,074.00</u>

Total Estimated PROJECT Costs: \$ 2,490,526.00

Available Funding Sources:

Federal STBG Funds:	\$ 2,366,000.00
CITY Match Funds:	<u>\$ 124,526.00</u>

Total PROJECT Funding: \$ 2,490,526.00

Additional CITY funding outside of agreement: \$ 905,474.00

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

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

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

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

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

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

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

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

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

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed

certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

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

FOR CITY: Chris Martinovich, P.E.
Transportation Engineer
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7367
Fax: (775) 887-2112
E-mail: cmartinovich@carson.org

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

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

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

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

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

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

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

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

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

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

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

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

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is

confidential by law or a common law balancing of interests.

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

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

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

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

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

Carson City Regional Transportation
Commission

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

Lucia Maloney
Transportation Manager

On behalf of Director

Attest:

Approved as to Legality & Form:

Aubrey Rowlatt
Clerk-Recorder

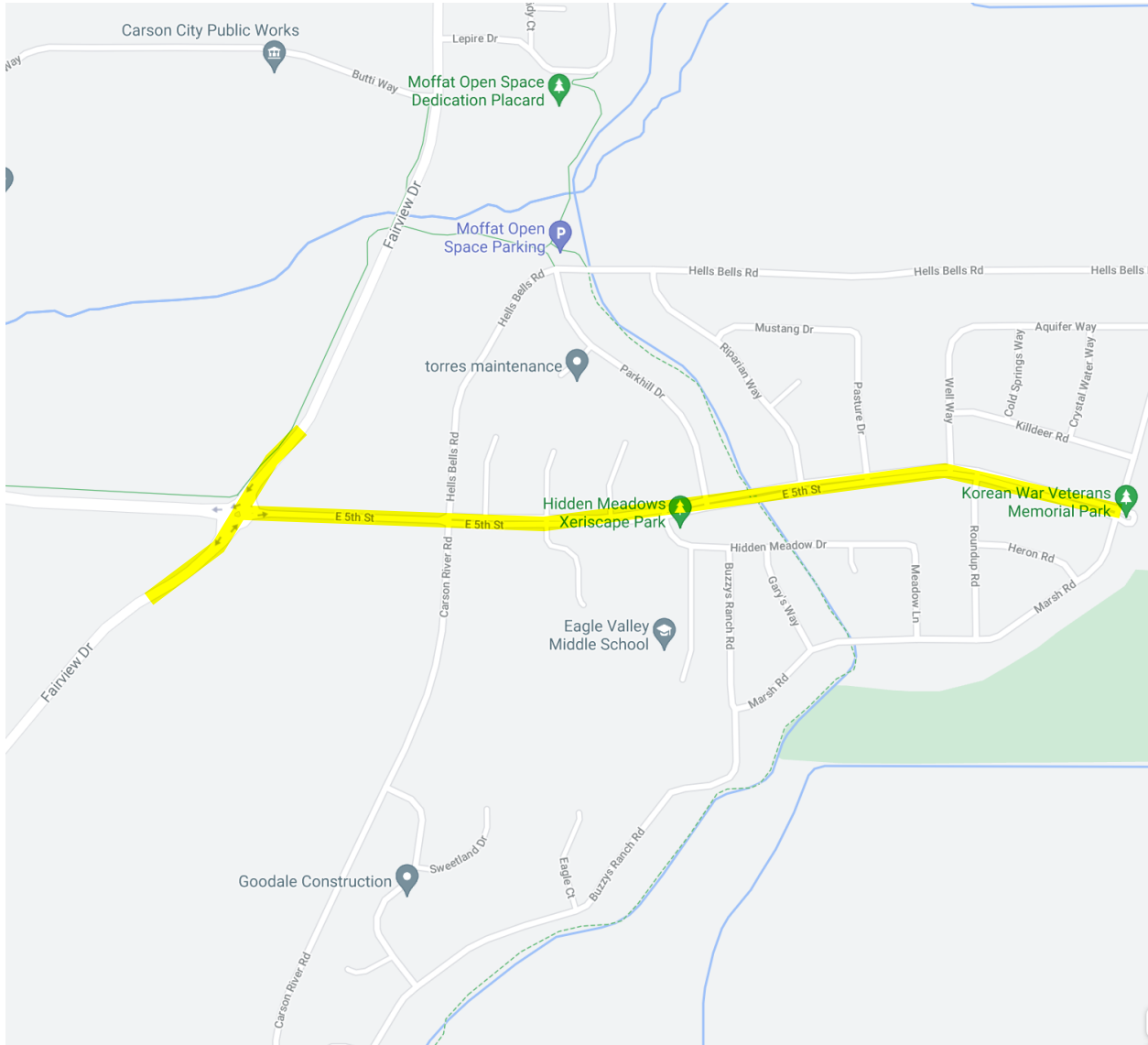
Deputy Attorney General

Approved as to Form:

Deputy District Attorney

ATTACHMENT A
PROJECT SCOPE

Carson City E 5th Street Reconstruction
From Fairview Drive to Marsh Road



Scope: Design and construction of a roundabout expansion, pavement rehabilitation and reconstruction, multi-use path and ADA improvements, water utility drainage and landscaping improvements.

Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages

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

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

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

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

(ii) The classification is utilized in the area by the construction industry; and

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

2. Equal Employment Opportunity Policy

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

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

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

8. Unions

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

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

9. Subcontracting

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

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

10. Records and Reports

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

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

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

STATE OF _____

SS

COUNTY OF _____

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

being duly sworn do depose and say: That _____

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

(SEAL)

Notary Public, Judge or other Official

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

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

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

DBE SUBCONTRACTORS:

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

DBE SUPPLIERS:

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

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

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

Contractor's Signature

Date

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

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

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

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

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

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

Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

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

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

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

_____ Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

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

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

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

Attachment C

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

STATE OF _____
COUNTY OF _____ } SS

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

(SEAL)

Notary Public, Judge or other Official

Attachment D

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

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Regional Transportation Commission of Washoe County 1105 Terminal Way Reno, NV 89502 Congressional District, if known: 2nd	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: Department of Transportation (FHWA)	7. Federal Program Name/Description: CRRSAA & STBG CFDA Number, if applicable: <u>20.205</u>	
8. Federal Action Number, if known: PR280-21-063	9. Award Amount, if known: \$ 15,526,316	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Thompson Coburn LLP 1909 K Street, NW Suite 600 Washington, D.C. 20006-1167	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Starke, Jane	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Bill Thomas</u> Title: <u>Executive Director</u> Telephone No.: <u>775-332-0162</u> Date: <u>05/27/2021</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: July 14, 2021
To: Regional Transportation Commission
From: Justin Tearney, Street Supervisor
Date Prepared: June 28, 2021
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of May 2021**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	1,110
Street Patching Operation (tons of asphalt)	103	608
Pot Holes Repaired	0	25

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	33	287
Tree Removal	0	19
Tree Replacement	1	0
Tree Care Chemical Treatment (gallons)	0	4,485
Tree Work for Other Departments	0	27
Weed Abatement Chemical Sprayed (gallons applied)	3403	16,889

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	45	338
Curb & Gutter (linear feet)	211	1,685
Sidewalk & Flat Work (sq/ft)	2,125	13,703
Wheel Chair Ramps	1	2
Misc.		4,062

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	300
Shoulder Work on Asphalt Roads (feet)	0	41,844
Debris Cleaned	0	132

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	0	2,170
Lineal foot of ditch cleared	0	23,010
Pipe Hydro Flushed (linear feet)	0	2,257

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	412	7,291
Material Picked Up (yards)	202	3,059
City Parking Lots Swept	0	42

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	48	449
Bins Hauled for Sweeping Operation (yards)	23	316
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	44
Changed Lamp Post Banners	0	42
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	11	396
Signs Replaced	10	341
Sign Post Replaced	4	83
Signs Refurbished/Replaced due to Graffiti Damage	2	98
Delineators Replaced	2	110
Cross Walks Painted	24	246
Stop Bars Painted	160	395
Yield Bars Painted	7	110
Right Arrows Painted	0	29
Left Arrows Painted	9	151
Straight Arrows Painted	0	23
Stop (word) Painted	0	33
Only (word) Painted	0	0
Bike Symbol & Arrow	0	3
Install Street, bicycle, and pedestrian counters	2	48
Curb Painted (linear feet)	0	319

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	13
Sand/Salt mixture applied (Yards)	0	395
Brine mixture applied (Gallons)	0	13,400
Rain Event/Flood Control	0	4
Drainage Inlets Cleared	0	504
Material removed from S/D system	0	27.75
Wind	0	0



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: July 14, 2021

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518001 - South Carson Street Complete Streets Project	\$20,768,242	2
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$68,244	3
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$85,133	4
P303519009 - Roop Street Rehabilitation Project	\$24,965	5
P303519014 - FY 2020 District 2 Northridge Dr. Pavement Reconstruction	\$58,404	6
P303520001 - FY 2020 District 2 Long Street Project	\$74,760	7
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$67,587	8
P303521001 - Colorado Street CDBG Pavement Project	\$70,516	9
P303521004 - FY 2021 District 3 Deer Run Road Pavement Preservation	\$5,908	10
P303521005 - FY 2021 District 3 Clear Creek Road Pavement Preservation	\$4,640	11
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$1,030	12
P303521007 - 2021 School Zones	\$20,140	13
P303521008 - District 3 E. 5th Street Reconstruction Project	\$0	14
	\$21,249,568	

*As of July 1, 2021; includes design, construction management, and construction costs to date.

Project Name: South Carson Street Complete Streets Project
Project Number: P303518001 & P303517037
Department Lead: Public Works

Project Cost to Date	\$20,768,242	As of Date	Grant Funded	Total Budget
		July 1, 2021	Yes	\$21,366,993
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5053705	507010	Stormwater Fund	19/20	\$3,610,811
5203502	507010	Water Fund	19/20	\$557,000
5103205	507010	Wastewater Fund	19/20	\$231,000
2503035	507010	RT Fund (State/TIGER)	19/20	\$14,188,384
6037510	507010	Redevelopment Fund	19	\$205,000
3100615	507010	Infrastructure Fund	19/20	\$2,574,798

Project Description

Project Length 2.5 Miles of roadway reconstruction, sidewalk and utility improvements.
 This project includes roadway resurfacing and the addition of Complete Streets improvements on South Carson Street corridor between Fifth Street & Appion Way (includes a portion of the Frontage Road). The contractor building the project is Sierra Nevada Construction (SNC).

Project Justification

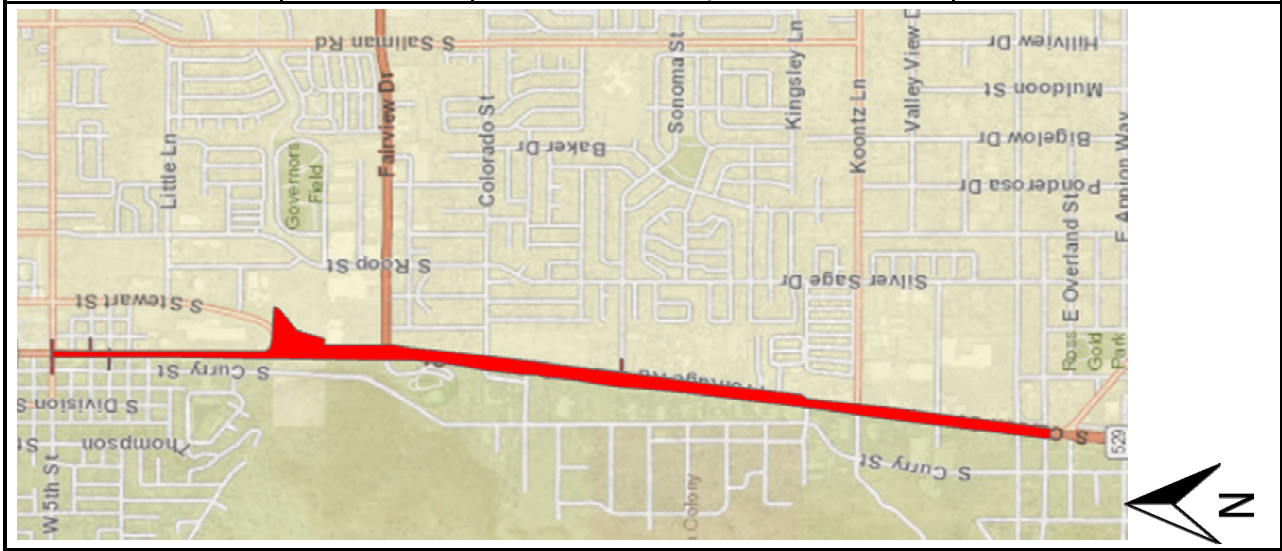
Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372.

Project Status

Construction by SNC began in March 2020. Only punch list items. Miscellaneous landscaping upgrades and completion of irrigation wiring remain. Finalization of signal controls and detection systems are occurring. These items are estimated to be completed within the next couple of weeks.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed
Design	Aug-18	Oct-19	N/A
Construction	Mar-20	May-21	12/27/2019



Project Name: Freeway Multi-Use Path to Edmonds Sports Complex
Project Number: P303518008
Department Lead: Public Works

Project Cost to Date	\$68,244	As of Date	Grant Funded	Total Budget
		July 1, 2021	Yes	\$1,618,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

Project Description

Project Length 2.3 miles of multi-use path.

This project will construct multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

Project Justification

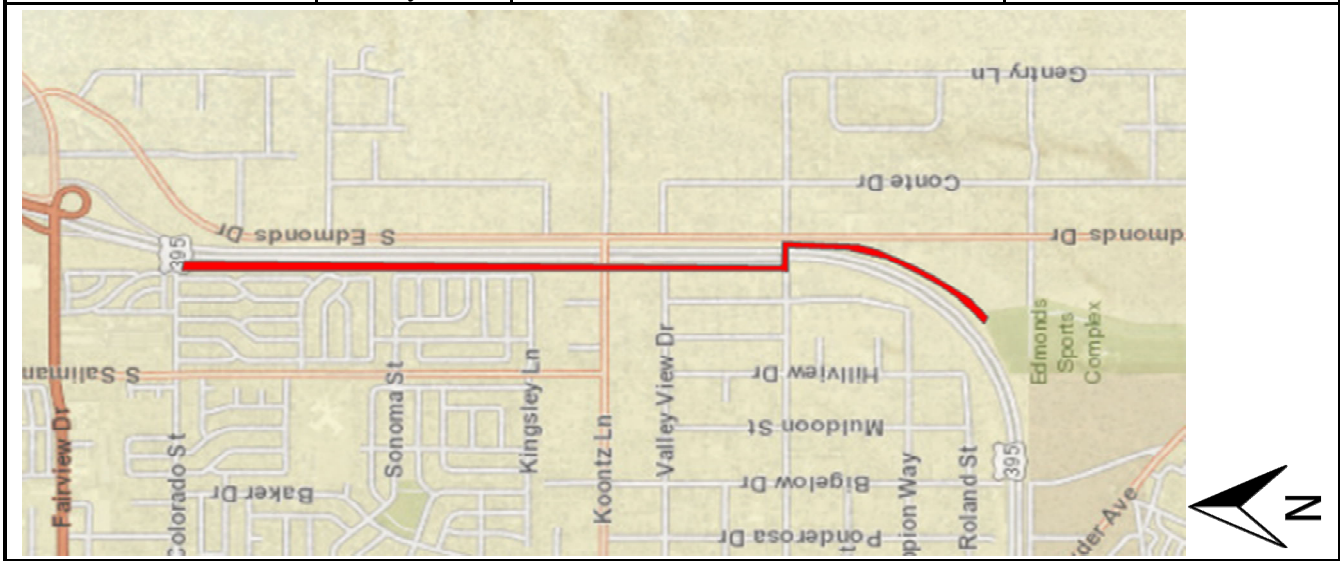
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

This project is currently in the design phase. 90% Plans will be delivered to NDOT for review in July as staff resources have been focused on other projects. NDOT is completing the environmental clearances. The project construction is planned for the Summer of 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-21	23-Sep-19
Construction	May-22	Oct-22	TBD



Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction Project
Project Number: P303519006
Department Lead: Public Works

Project Cost to Date	\$85,133	As of Date	Grant Funded	Total Budget
		July 1, 2021	Yes	\$5,367,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
5053705	507010	Stormwater Drainage	FY21	\$35,400
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500

Project Description

Project Length 0.82 miles (4,300 feet) of full roadway reconstruction.

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

Project Justification

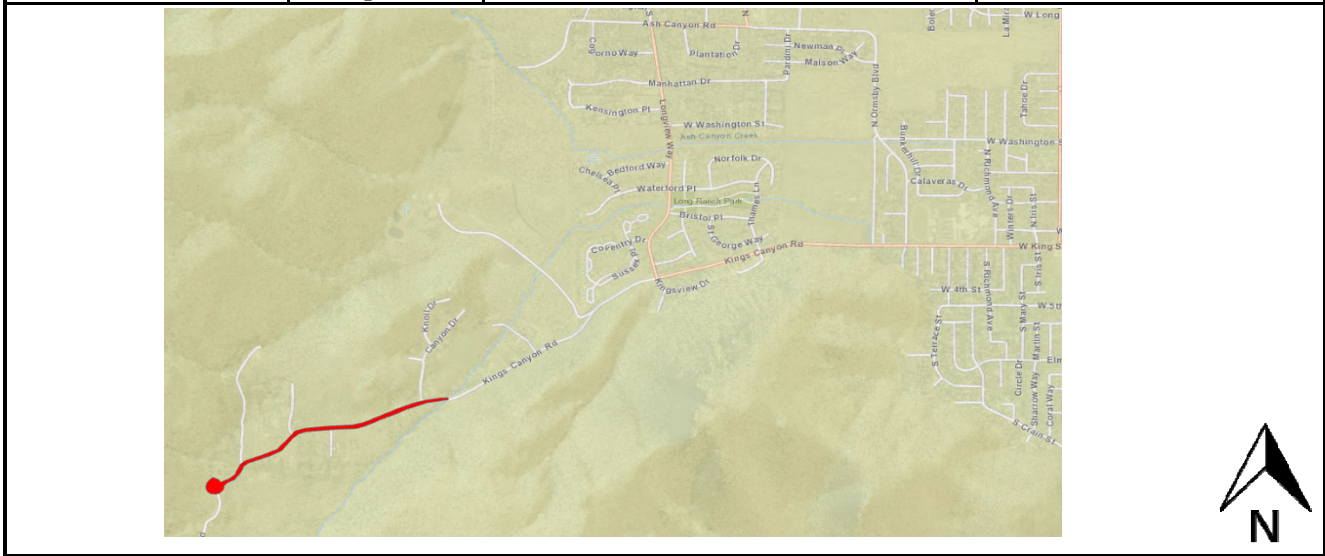
The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.

Project Status

The construction contract has been awarded to Hooker Creek Construction. Construction will begin the week of July 12 and continue for the next few months. Working hours are Monday - Friday, 7:00 am to 6:00 pm. The construction management and inspection will be conducted by FHWA.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Apr-21	Nov-21	N/A



Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$24,965	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$641,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000

Project Description
Project Length 0.2 miles (1,200 feet) of full roadway reconstruction.

This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

Project Justification

This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status

The project is currently in the design phase. The city has executed a contract with a consultant, and the consultant is currently working on the 30% design. The Design will continue through 2021. Construction is anticipated to occur in Spring 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Dec-21	N/A
Construction	Apr-22	Sep-22	N/A



Project Name: FY 2020 District 2 - Northridge Drive Pavement Reconstruct
Project Number: P303519014
Department Lead: Public Works

Project Cost to Date	\$58,404	As of Date	Grant Funded	Total Budget
		July 1, 2021	Yes	\$1,135,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal - STBG)	FY20/21	\$989,660
2503035	507010	RT Fund	FY20/21	\$145,340

Project Description

Project Length 0.42 miles (2,200 feet) of roadway reconstruction.
 The project includes full depth pavement reconstruction and ADA upgrades to curb ramps along Northridge Drive between Carriage Crest Drive and Eastridge Lane.

Project Justification

The pavement condition along this segment necessitated reconstruction. There are ADA deficient curb ramps along the road. Federal Surface Transportation Block Grant (STBG) funds are being used on this project through an LPA agreement with NDOT.

Project Status

Construction began June 1, 2021. The majority of the curb ramps within the project limits have been replaced. The contractor is preparing to pulverize the pavement in preparation for a roadbed modification and new asphalt paving. The project remains on schedule.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Mar-20	Sep-20	NA
Construction	Jun-21	Sep-21	Sep-20



Project Name: FY 2020 District 2 Long Street Project
Project Number: P303520001
Department Lead: Public Works

Project Cost to Date	\$74,760	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$1,797,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5203505	507010	Water Fund	FY20	\$898,305
5103205	507010	Wastewater Utility Fund	FY20	\$207,540

Project Description

Project Length 0.55 miles (2,900 feet) of sewer, water, and roadway replacement.

The project includes the installation of 8” waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.

Project Justification

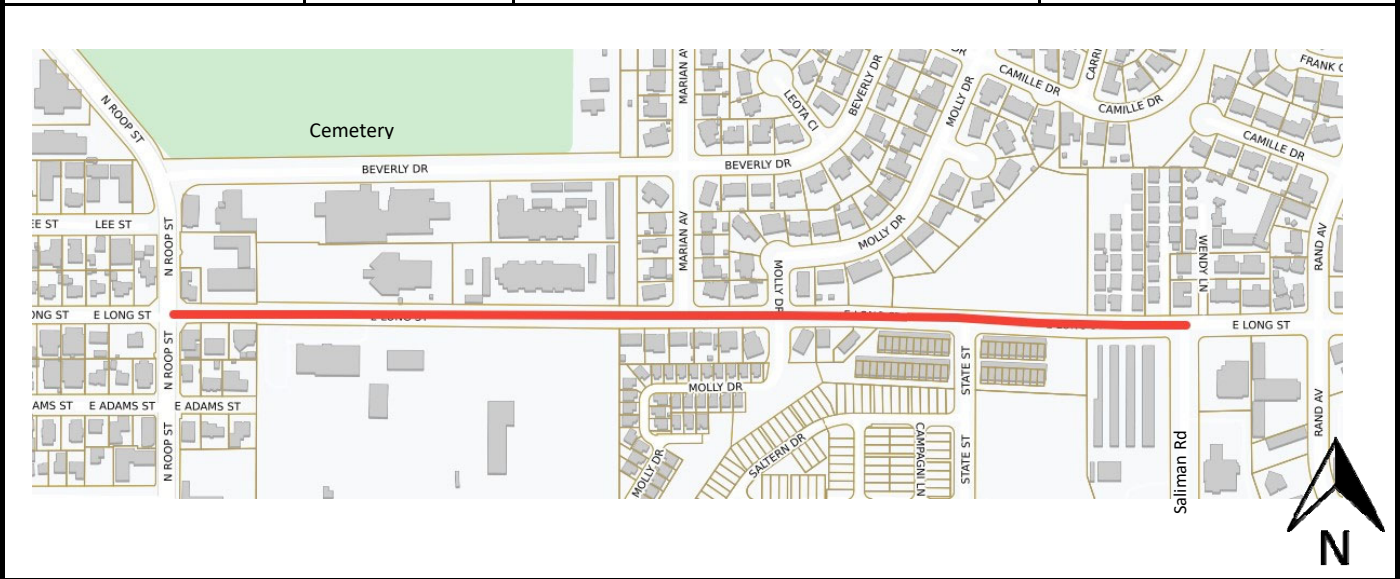
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.

Project Status

Long Street was awarded to Aspen Developers in June. Due to material procurement challenges for PVC water pipe, construction is anticipated to begin in August. The contractor will be starting with storm drain installation prior to moving onto the sewer replacement, water pipe installation, and street rehabilitation.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	Oct-21	TBD



Project Name: Robinson Area Sewer Replacement Project
Project Number: P320121001
Department Lead: Public Works

Project Cost to Date	\$67,587	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$2,923,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905

Project Description

Project Length 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.

The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

Project Justification

The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

Project Status

Design is complete and the project has been advertised for bids. Construction is anticipated to begin in September and continue through the Spring of 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Nov-21	NA



Project Name: Colorado Street CDBG Pavement Project
Project Number: P303521001
Department Lead: Public Works

Project Cost to Date	\$70,516	As of Date	Grant Funded	Total Budget
		July 1, 2021	Yes	\$2,440,512
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5203505	507010	Water Fund	FY 22	\$869,398
2750620	507010	RT Fund (Federal-CDBG)	FY 21	\$340,868
2750620	507010	RT Fund (Federal-CDBG)	FY 22	\$131,637
2503035	507010	RT Fund (Federal-STBG)	FY 20	\$741,292
2535005	507010	V&T Infrastructure Fund	FY 21	\$357,317

Project Description

Project Length 0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.

This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.

Project Justification

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

Project Status

30% design plans have been completed and were presented to the RTC in June 2021. Staff are moving forward with 60% design plans which are anticipated to be completed in late August or September. The project was recently awarded a second CDBG grant in the amount of \$131,637 to allow for additional sidewalk and ADA improvements within the corridor.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-20	Nov-21	Jan-21
Construction	Apr-22	Sep-22	TBD



Project Name: FY 2021 District 3 - Deer Run Road Pavement Preservation
Project Number: P303521004
Department Lead: Public Works

Project Cost to Date	\$5,908	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$250,000

Project Description

Project Length | 2.6 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Deer Run Road between US 50 and Sedge Road. Includes pavement patching, shoulder work, and signing and striping upgrades.

Project Justification

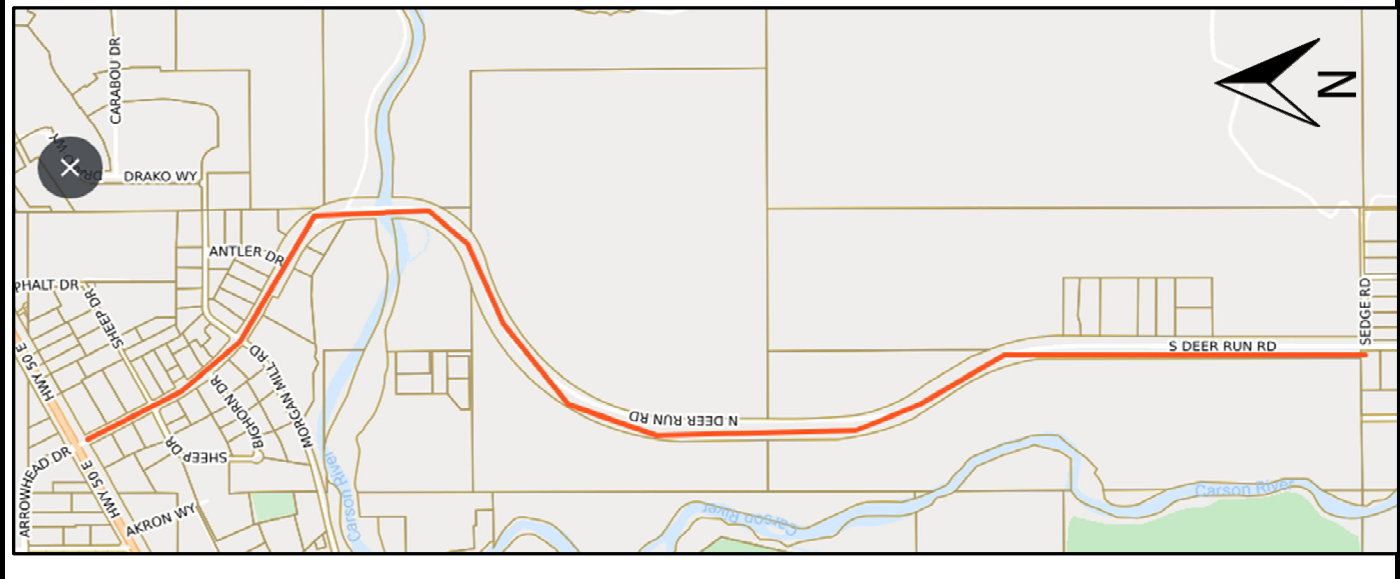
Deer Run Road provides access to industrial, residential, and recreational areas and provides access to the southeastern side of Carson City. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this rural roadway.

Project Status

The construction contract was awarded to SNC at the June RTC Board Meeting. Construction is anticipated to occur in late July 2021, pending receipt of NDOT encroachment permits.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Mar-21	NA
Construction	Jun-21	Aug-21	NA



Project Name: FY 2021 District 3 - Clear Creek Road Pavement Preservation
Project Number: P303521005
Department Lead: Public Works

Project Cost to Date	\$4,640	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$148,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$148,000

Project Description

Project Length 0.46 miles (2,450 feet) of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Clear Creek Road between US 395 and Vista Grande Boulevard. It also includes sealing of Vista Grande Boulevard between Clear Creek Road and the Douglas County Line. Other items of work include pavement patching and striping.

Project Justification

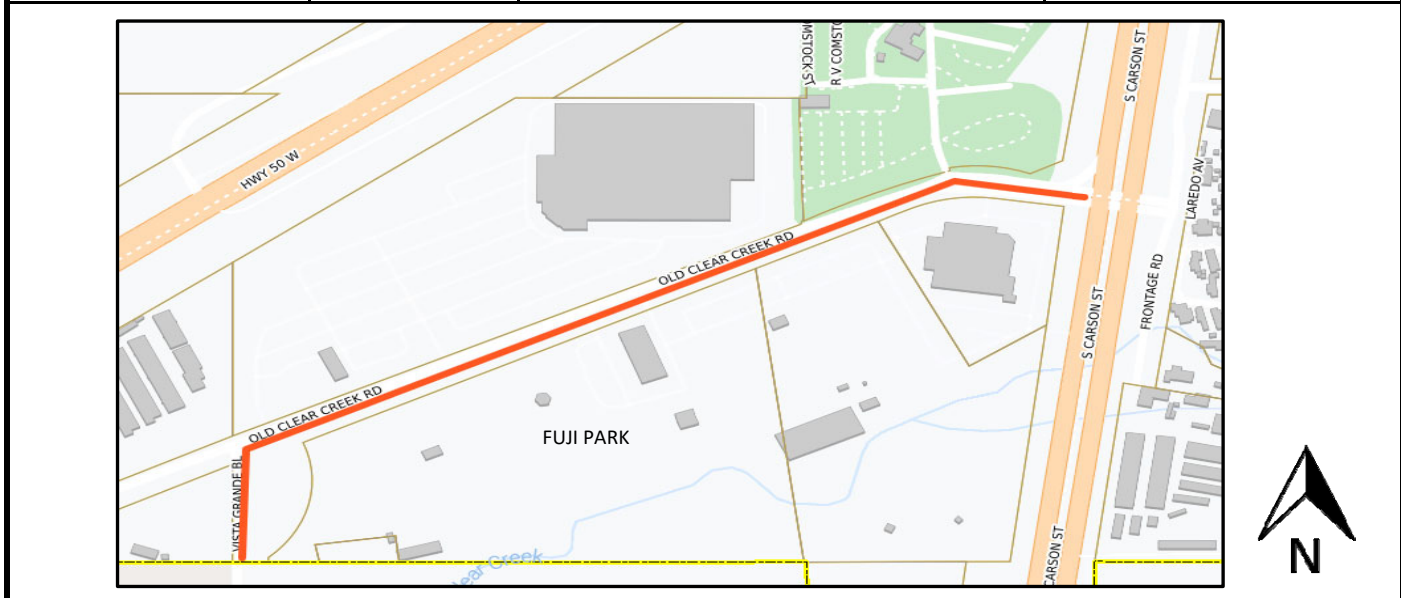
This high volume route provides access to commercial, residential, and recreational areas. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration.

Project Status

The construction contract was awarded to SNC at the June RTC Board Meeting. Construction is anticipated to occur in August 2021, pending receipt of NDOT encroachment permits.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Mar-21	NA
Construction	Jun-21	Aug-21	NA



Project Name: District 3 Center Drive Reconstruction Project
Project Number: P303521006
Department Lead: Public Works

Project Cost to Date	\$1,030	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$990,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$765,000
5103205	507010	Waste Water Fund	FY21	\$225,000

Project Description

Project Length 2,550 feet of sewer installation and roadway reconstruction.
 Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of sanitary sewer, and drainage improvements.

Project Justification

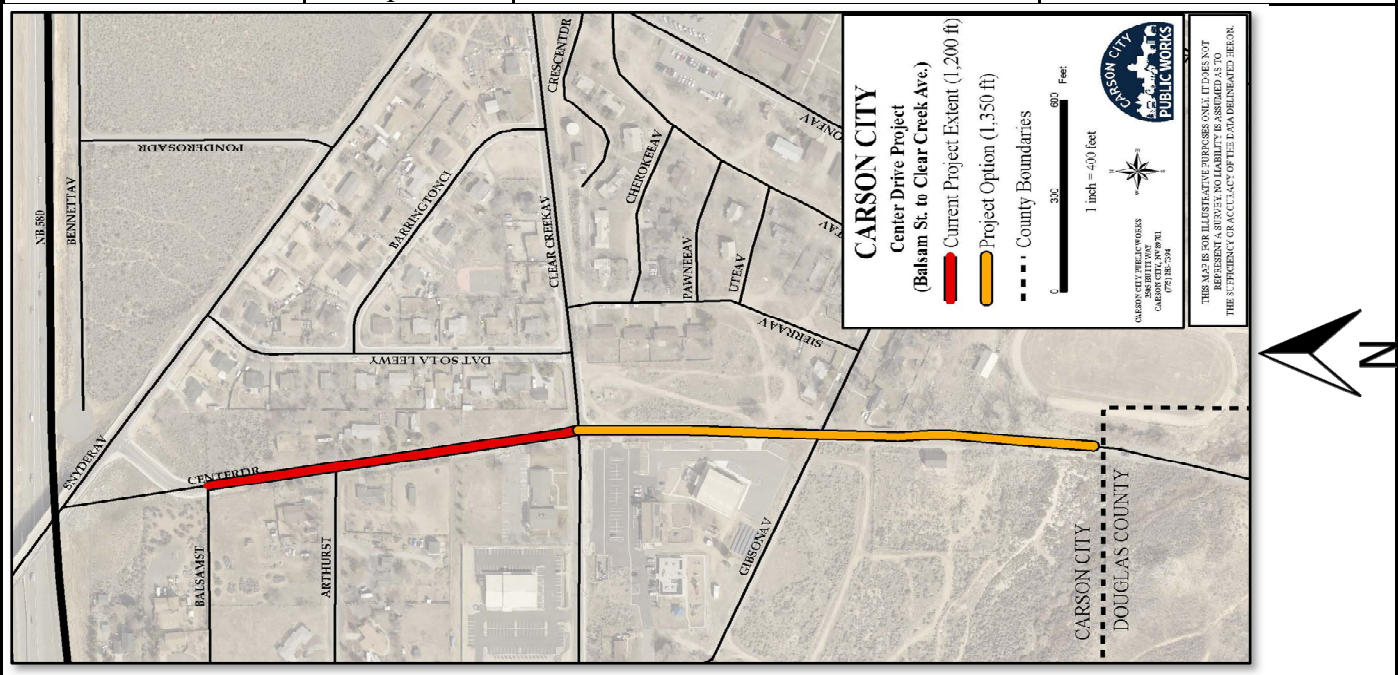
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

Project Status

The survey and pavement analysis has been completed. The design consultant, NCE, is starting design, and are anticipating to have 50% design submitted by early August. Full design is planned to be completed by the end of the year for construction next spring/summer.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA



Project Name: 2021 School Zones				
Project Number: P303521007				
Department Lead: Public Works				
Project Cost to Date	\$20,140	As of Date	Grant Funded	Total Budget
		July 1, 2021	No	\$300,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2021	\$300,000
Project Description				
Project Length	Five School Zones			
Adjustment of existing signing and installation of new school zone beacons and speed radar signs at select school zones in Carson City. School Zone include, Fritsch Elementary, Carson Middle School, Bordewich Bray Elementary, Eagle Valley Middle School, and Pioneer High School.				
Project Justification				
The Board of Supervisors budgeted \$300,000 from the General Fund for use by the RTC for a review and refinement of school speed limit zones, including possible changes to school speed limit zone sign locations, installation of new flashing beacons, and revisions to the school speed limit zone time restrictions. Revisions to be implemented as a part of this project are recommended to be focused primarily on those zones listed above. RTC approved staff's proposed approach at the March 10, 2021 meeting and provided direction to implement the identified possible refinements. Should any of the \$300,000 authorized remain, staff received RTC authorization to implement refinements to other school zone areas city-wide, in a consistent manner until funding is expended.				
Project Status				
Design is complete. Materials have been ordered. The project is out to bid, and the contract is anticipated to be awarded to a contractor at the August RTC Board Meeting.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Mar-21	Jun-21	NA	
Construction	Aug-21	Oct-21	NA	
City Wide				

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

Project Cost to Date	\$	As of Date	Grant Funded	Total Budget
			-	July 1, 2021
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$646,000
2503035	507010	RT Fund (Federal-CDBG)	2022	\$2,366,000
2533035	507010	V&T Infrastructure Fund	2022	\$108,200
5203035	507010	Water Fund	2022	\$375,000

Project Description

Project Length | 1.2 Miles

E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

Project Justification

The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

Project Status

The LPA agreement is being considered for approved by the RTC at the July meeting. Design work is planned to start next month.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Feb-23	TBD
Construction	Apr-23	Dec-23	TBD

